

- (1) THE BOROUGH COUNCIL OF BOLTON
AND
- (2) BURY MUSIC SERVICE LIMITED
AND
- (3) ONE EDUCATION LIMITED
AND
- (4) OLDHAM BOROUGH COUNCIL
AND
- (5) ROCHDALE BOROUGH COUNCIL
AND
- (6) SALFORD CITY COUNCIL
AND
- (7) STOCKPORT METROPOLITAN BOROUGH COUNCIL
AND
- (8) TAMESIDE METROPOLITAN BOROUGH COUNCIL
AND
- (9) TRAFFORD BOROUGH COUNCIL AND
AND
- (10) WIGAN BOROUGH COUNCIL

PARTNERSHIP AGREEMENT FOR THE
GREATER MANCHESTER AND BLACKBURN WITH DARWEN MUSIC HUB (GMBD MUSIC HUB)

	and in accordance with the Funding Agreement
“Arts Council”	means Arts Council England whose main address is at 21 Stephen Street, London, W1T 1LN
“Arts Council Branding”	means the Arts Council’s branding which are available for download at www.artscouncil.org.uk/grantawardlogo
“Asset Purchase and Management Agreement” or “APMA”	means the agreement to be entered into by the Partners setting out the management and maintenance of instruments, equipment and technology purchased using the Capital Grant
“Local Plan for Music Education”	<p>(a) for the Initial Funding Period means the Local Plan for Music Education which shall be supplied by the HLO to the Partners by no later 1st December 2024 (or any updated version which is submitted by the HLO to the Arts Council during the Initial Funding Period and circulated to the Partners during the Initial Funding Period)</p> <p>(b) if the Initial Funding Period is extended in accordance with clause 2.2. of this Agreement, means such written Local Plan for Music Education as submitted to the Arts Council by the HLO during the Extended Funding Period and circulated to the Parties during the Extended Funding Period</p>
“Capital Asset(s)”	means any asset (or multiple assets) that are purchased, renovated, created, improved, or equipped using more than £1,000 of the Grant
“Commencement Date”	means 1 st September 2024
“Confidential Information”	means all confidential information relating to the Agreed Activity and this Agreement which is disclosed by any Partner to any other Partner after the Commencement Date. This includes but is not limited to: <p>(a) the existence and terms of this Agreement;</p> <p>(b) all confidential or proprietary information relating to: <p>(i) the business, affairs, contractors/sub-contractors,</p> </p>

	<p>partners, suppliers, plans, intentions, or market opportunities of any of the Partners or the Arts Council; and</p> <p>(ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of any of the Partners or the Arts Council;</p> <p>(iii) any information, findings, data or analysis derived from Confidential Information; and</p> <p>(iv) any other information that is identified as being of a confidential or proprietary nature</p> <p>but excludes Confidential Information if:</p> <p>(a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by one or more of the Partners in breach of this Agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);</p> <p>(b) it was available to the Partners on a non-confidential basis prior to disclosure;</p> <p>(c) it was, is, or becomes available to one or more of the Partners on a non-confidential basis from a person who, to the recipient Partner's/Partners' knowledge, is not under any confidentiality obligation in respect of that information;</p> <p>(d) it was lawfully in the possession of the recipient Partner(s) before the information was then disclosed by the recipient Partner(s);</p> <p>(e) it is strictly required to enable a determination to be made under clause 15 below;</p> <p>(f) the relevant Partners agree in writing that the information is not confidential.</p>
<p>"Data Protection Legislation"</p>	<p>means:</p> <p>(a) UK General Data Protection Regulation (UK GDPR);</p> <p>(b) the Data Protection Act 2018 (DPA 2018);</p>

	<ul style="list-style-type: none"> (c) the Law Enforcement Directive (Directive (EU) 2016/680); (d) the Regulation of Investigatory Powers Act 2000; (e) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003, implementing the Electronic Communications Data Protection Directive 2002/58/EC; and (g) all other applicable laws and regulations relating to protection, processing and sharing of personal data and privacy (as amended), including where applicable the guidance and codes of practice issued by the Information Commissioner
<p>“Extended Funding Period”</p>	<p>means any extended term agreed in writing in accordance with clause 2.2. of this Agreement</p>
<p>“Funding Agreement”</p>	<p>means the Funding Agreement (as appended at schedule 1 to this Agreement) between the Arts Council and the HLO (trading as Bolton Music Service) dated on or around 11 July 2024 for the Initial Funding Period, which shall include and incorporate:</p> <ul style="list-style-type: none"> a) the Arts Council standard terms and conditions for grants for Music Hubs (“Standard terms and conditions for Music Hubs 2024-25”) b) the payment conditions c) the application and attachments including the project proposal d) the Grant Offer Letter including additional conditions e) local plan for Music Education guidance f) the requirements set out in the Guidance for Applicants as updated by the Arts Council from time to time to the relevant funding programme g) together with any other conditions the Arts Council have imposed

	and/or the HLO have agreed to from time to time
“Funding Period”	means both the Initial Funding Period and any Extended Funding Period
“Grant”	means the grant payment made by the Arts Council to the HLO
“Grant Conditions”	means the Standard Terms and Conditions for Music Hubs 2024-2025, which terms and conditions are incorporated into the Funding Agreement which has been appended to this Agreement at Schedule 1.
“Grant Offer Letter”	<p>(a) For the Initial Funding Period the offer letter from the Arts Council addressed to the HLO as the applicant dated 11 July 2024 confirming the offer of funding for the period 1 September 2024 to 31 August 2025.</p> <p>(b) If the Initial Funding Period is extended in accordance with clause 2.2 of this Agreement means such offer letter addressed to the HLO from the Arts Council confirming the offer of funding for the Extended Funding Period.</p>
“Initial Funding Period”	the period commencing on the Commencement Date and expiring on 31 st August 2025
“Leadership and Management Fee”	means the fee charged by the HLO to the other Partners, currently set at 3% of the Basic Grant awarded to each Partner. Such fee covers the associated costs of the HLO overseeing the running, management and delivery of the Agreed Activity. The Leadership and Management Fee may be adjusted from time to time by the HLO to reflect increases or decreases in the costs of providing the Agreed Activity and/or to reflect the level of funding provided in any calendar year. The HLO will confirm any adjustments to this fee in writing to each Partner.
“Monitoring Schedule”	means the payment conditions that detail any conditions that the HLO have been asked to submit by the Arts Council for the payment to be released to the HLO at scheduled intervals

“Payments” each a “Payment”	means the payments to be paid to the Partners by the HLO during the Funding Period in accordance with the Monitoring Schedule and payment conditions which form part of the Funding Agreement (as appended at schedule 1 to this Agreement) in respect of the Agreed Activity.
“Performance Framework”	shall mean the performance framework established by the Arts Council which clarifies performance expectations and standards for music education hubs, setting out a range of criteria that should inform understanding of a music education hub’s performance to date and its areas for development.
“Result”	means all intellectual property, copyrights and design rights created wholly with monies paid under the terms of the Funding Agreement and this Agreement.
The “Subsidy Control Regime”	means the Subsidy Control Act 2022, and the Subsidy Control (Subsidiaries and Scheme of Interest or Particular Interest) Regulations 2022, together with the Department for Business, and Trade and the Competition and Markets Authority’s published guidance that may apply or as amended and replaced from time to time, that regulates the award of financial assistance that meets the definition of ‘subsidy’
“Basic Grant”	means the Grant but excluding the free school meals uplift for each Local Authority
“Working Day”	shall mean Monday to Friday in any week, excluding public holidays in England

1.2. Interpretation

- 1.2.1. Except as provided in this Agreement, the terms used in the Funding Agreement shall apply to this Agreement.
- 1.2.2. Use of the singular includes the plural (and vice versa) and use of any gender includes the other genders.
- 1.2.3. A reference to a Partner is to a Partner to this Agreement and shall include that party's personal representatives, successors or permitted assignees.
- 1.2.4. A reference to a clause, is to the relevant clause of, this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause in which it appears.

- 1.2.5. The HLO shall determine precedence in the event of any conflict or inconsistency between the clauses of this Agreement.
- 1.2.6. In the event of conflict between the interpretation of the Grant Conditions (contained within the Funding Agreement) and the terms of this Agreement the Grant Conditions shall always take precedence.
- 1.2.7. Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2. Commencement and Duration

- 2.1. This Agreement shall commence on the Commencement Date and shall continue in force for the Initial Funding Period unless terminated earlier in accordance with the terms of this Agreement.
- 2.2. In the event that the Arts Council grants further funding to the HLO following the Initial Funding Period, the Partners shall be entitled to agree in writing to extend the Initial Funding Period on a yearly or other basis, with each extended period forming the Extended Funding Period.

3. Nature of this Agreement

- 3.1. This Agreement is an agreement for the funding, management and delivery of the Agreed Activity as required by the Funding Agreement.
- 3.2. The Funding Agreement is supplementary to this Agreement and should be read together with this Agreement. A copy of the Funding Agreement is appended to this Agreement at Schedule 1.
- 3.3. The Grant Conditions form part of the Funding Agreement during the Funding Period in so far as the same are applicable to this Agreement and the decision as to which terms of the Grant Conditions apply and shall be complied with by the Partners shall be made by the HLO.
- 3.4. Except as provided in this Agreement each Partner shall be severally liable for execution and delivery of the Agreed Activity and for compliance with its obligations under this Agreement.

4. HLO's Obligations

The HLO shall distribute the Grant during the Funding Period making the Payments by instalments in accordance with the payment schedule incorporated into the Grant Conditions (as appended at Schedule 1 to this Agreement).

5. Partners' Obligations

- 5.1. Prior to any Payments being made by the HLO each Partner shall ensure they have signed and returned a copy of the Agreement to the HLO. For the avoidance of doubt, no Payments shall be made by the HLO until all Partners (including the HLO) have signed the Agreement and the Agreement has been dated.
- 5.2. During the Funding Period the Partners shall execute and deliver the Agreed Activity in accordance with the terms and conditions of this Agreement and including without limitation
 - 5.2.1. the Funding Agreement (appended to this Agreement at Schedule 1);
 - 5.2.2. the Local Plan for Music Education;

- 5.2.3. The Commissioning Arrangements (appended to this Agreement at Schedule 2);
 - 5.2.4. The Asset Purchase and Management Agreement (APMA); and
 - 5.2.5. The Data Protection Schedule (appended to this Agreement at Schedule 3).
- 5.3. The Partners shall carry out such duties, acts and obligations as are necessary for the proper delivery of the Agreed Activity during the Funding Period.
 - 5.4. The Partners shall not do or omit to do anything that will cause the HLO or the other Partners to breach the terms of this Agreement or the Funding Agreement during the Funding Period.
6. The Leadership and Management Fee will be extracted at source before the grant allocations are passed on by the HLO to Partners. The HLO shall ensure value for money and shall ensure that overheads, management fees, administrative costs and any other recharges relate directly to the amount of time spent on the Agreed Activity.
 - 6.1. The Payments shall be used by the Partners solely towards financing the delivery of the Agreed Activity and must not be used for any other purpose.
 - 6.2. The Partners shall promptly return to the HLO any unspent Payments at the end of each financial year of the Funding Period.
7. **Breach of Conditions and Repayment of Payments**
 - 7.1. The HLO may reduce, suspend or withhold payment of the whole or part of the Payments on notification in writing to the relevant Partner or the Partners as the case may be, if
 - (a) any overpayment is made; or
 - (b) any amount is paid in error; or
 - (c) the relevant Partner fails to comply with any term of this Agreement; or
 - (d) this Agreement is terminated for any reason; or
 - (e) the Arts Council suspends payment of the Grant to the HLO; or
 - (f) the HLO fails to receive the Grant for any reason whatsoever or
 - (g) Any Partner fails to comply with clause 5.1 above.
 - 7.2. The HLO may, by written notice, require the Partner or Partners to repay forthwith all or any part of the Payments it has received from the HLO:
 - 7.2.1. where monies have been received which were not in fact due to the Partner or Partners in accordance with the terms of this Agreement; or
 - 7.2.2. where the Arts Council has requested re-payment of the Grant from the HLO in accordance with the provisions of the Funding Agreement
 - 7.3. If any Partner is in breach of any terms of this Agreement then the HLO (acting in their discretion) may withhold or demand repayment of all or part of the Grant, the Partner will repay any Grant requested immediately upon demand.

8. Capital Grant

- 8.1. The HLO shall provide the Partners with a capital grant allocation, the amount of which will be agreed between the HLO and each individual Partner (the **Capital Grant**).
- 8.2. A small portion of the Capital Grant will be held centrally by the HLO for the purchase of specialist regional musical instruments. Any Capital Grant allocation to Partners shall only be spent on purchasing musical instruments and equipment to support the delivery of the Local Plan for Music Education and excludes the purchase of accessories (as defined in the DFE Framework) and/or repair and maintenance of any musical instruments.
- 8.3. Spending relating to the Capital Grant will be based on a needs analysis provided by each Partner and the requirement to complete the Purchasing Plan template provided by the Arts Council. The Strategic Board have the ability to oversee and scrutinise such spending according to need.
- 8.4. For further details relating to the Capital Grant please see the Asset Purchase and Management Agreement.

9. Indemnity

- 9.1. Each Partner shall indemnify and keep indemnified each other Partner against all losses, liabilities, costs, claims, damages and/or expenses and payments suffered or incurred by that particular Partner arising from:
 - 9.1.1. a breach of any term of this Agreement; or
 - 9.1.2. the execution of the Agreed Activitywithout prejudice to any other right or remedy of each of the Partners howsoever arising out of or in connection with this Agreement.
- 9.2. The extent of each Partner's liability under the indemnity provided under clause 9.1 shall be limited to the total amount of the Payments received by that Partner under this Agreement.

10. Management and Monitoring

- 10.1. The Partners will deliver the Agreed Activity during the Funding Period in accordance with the terms of this Agreement.
- 10.2. Each Partner shall monitor and evaluate the effectiveness of its delivery of the Agreed Activity (including quality, performance and impact monitoring) in accordance with the HLO's and the Arts Council's reasonable requirements (including the Performance Framework), as shall be provided by the HLO to the other Partners, and as may be amended from time to time, and each Partner shall immediately inform the HLO in writing of anything that delays or threatens or makes unlikely the successful delivery of the Agreed Activity or any part of it.
- 10.3. The Partners shall co-operate fully and provide such assistance and all information as required under this Agreement or as may be requested by the HLO or the Arts Council or their respective auditors for the purpose of:
 - (a) monitoring and review of this Agreement;
 - (b) the examination and certification of the GMBD Music Hub accounts;
 - (c) enabling the HLO to comply with the Funding Agreement and Grant Conditions.

11. Variation

11.1. If at any time the Funding Agreement is varied whether unilaterally by the Arts Council or otherwise, the HLO reserves the right to vary this Agreement in writing as is necessary to comply with the varied Funding Agreement. Any such variation shall be notified to the Partners in accordance with clause 25 of this Agreement and the HLO will give such notice as is reasonable under the circumstances.

11.2. Other than as set out in clause 11.1 above this Agreement shall not be varied without the written agreement of all Partners.

12. Termination

12.1. The HLO shall by written notice to the relevant Partner(s) terminate:

12.1.1. this Agreement as a whole if the Funding Agreement is terminated for any reason whatsoever;

12.1.2. this Agreement in relation to any Partner if such Partner is in breach of this Agreement and the breach has not been remedied within 14 days, or in the opinion of the HLO the breach cannot be remedied or if the Partner fails to meet the objectives of the Agreed Activity, whether actual or reasonably anticipated for any period or where allegation of fraud is substantiated under clause 16.

12.2. No notice period is required under clause 12.1 above however the HLO may in its absolute discretion agree in writing with the other Partners a reasonable notice period.

13. Survival of Terms

13.1. The following terms shall survive the termination or expiry of this Agreement:

13.1.1. Clause 5, Partners' Obligations

13.1.2. Clause 7, Breach of Conditions and Repayment of Payments

13.1.3. Clause 9, Indemnities

13.1.4. Clause 16, Financial Management and Auditing

13.1.5. Clause 17, Information Security and Data Protection

13.1.6. Clause 20, Freedom of Information Act 2000

13.1.7. Clause 26, Contracts (Rights of Third Parties) Act 1999

13.1.8. Clause 27, Governing Law

13.1.9. Any other provision of this Agreement that expressly or by implication is intended to continue in force

14. Subcontracting and Assignment

14.1. The Partners shall not sub-contract their obligations under this Agreement without the prior written consent of the HLO.

14.2. Consent, if given, may be subject to reasonable conditions and such consent if given shall not relieve the Partners from their liability or obligations under this Agreement.

- 14.3. The process of engagement of any sub-contractor must be carried out in accordance with the relevant Partner's tender and selection procedures and where applicable in accordance with all relevant Law and policies including the Public Contracts Regulations 2015 as from time to time amended, consolidated or re-enacted.
- 14.4. Any authorised sub-contract must be in writing and must include an obligation on the sub-contractor to comply with the terms of this Agreement. Each Partner shall be responsible for the acts, errors and omissions of their sub-contractors which, for the purposes of this Agreement, shall be construed as the acts, errors or omissions of the sub-contracting Partner.

15. Dispute

- 15.1. Any dispute arising from or under this Agreement shall be referred to the Greater Manchester and Blackburn with Darwen Strategic Board
- 15.2. If the dispute is not resolved by the Greater Manchester and Blackburn with Darwen Strategic Board, this Agreement will be terminated with immediate effect and the provisions of clause 13 shall apply.

16. Financial Management and Auditing

- 16.1. The Partners will maintain an accurate record of income and expenditure for the Agreed Activity and will supply quarterly accounts on time to the HLO. Each Partner will identify unspent Payments and assets in respect of the Grant separately as restricted funding under the description of "Arts Council Funding" in its accounting records.
- 16.2. The Partners in the instance where the Agreed Activity, funded through the Grant, results in additional income will identify those funds and retain them within the restricted funding under the description of "Arts Council Funding" in the Partners accounts to use only for the Agreed Activity.
- 16.3. The Partners shall maintain and keep all financial records, profit and loss accounts, management statements, personnel and payroll records for Staff funded in pursuance of this Agreement and shall complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and national insurance contributions.
- 16.4. The Partners shall maintain an asset register of any Capital Asset(s) purchased with the Payments and shall include the musical instruments purchased with the Capital Grant. The register will record as a minimum a description of the asset, the date of purchase, the price paid and if the Capital Asset is proposed to be disposed of, the date of the HLO's written permission, the date of disposal and the value of the disposal. Noting that any Capital Asset costing more than £1,000 must not be sold or otherwise disposed of within 5 years of purchase without the HLO's prior written consent. The HLO may require the repayment of all or part of any proceeds of any disposal or sale of any Capital Asset(s).
- 16.5. No Partner shall attempt to raise a mortgage or other charge on assets funded by the Grant without prior written approval.
- 16.6. The Partners shall keep all financial and relevant documents for a period of at least 7 years following termination of this Agreement.
- 16.7. The Partners shall permit free access at all reasonable times to all records of accounting and all relevant documents (including computerised documents and data) for inspection and audit by the HLO auditors and the Arts Council's representatives.

- 16.8. The Partners shall take adequate measures to safeguard against fraud and theft by its employees or subcontractors and shall notify the HLO immediately if it has reason to suspect any irregularity or fraud has occurred or is occurring.
- 16.9. Any substantiated allegation of fraud against the relevant Partners may result in termination of this Agreement and either the recovery or repayment of the amount of any loss sustained by the HLO or the Arts Council including the cost of making other arrangements to deliver the Agreed Activity.
- 16.10. Each Partner must tell the HLO immediately of any changes in that Partner's organisation and any changes that may threaten that Partner's solvency or the solvency and inform the HLO if they enter into or propose any arrangement with any of their creditors.

17. Information Security and Data Protection.

- 17.1. The Partners shall ensure that personal and/or sensitive data is properly protected and shall implement appropriate arrangements which ensure that Personal Data of employees and any third parties is processed and protected in accordance with current statutory requirements.
- 17.2. The Partners shall at all times comply with and maintain Personal Data in accordance with Data Protection Legislation in relation to the Agreed Activity and this Agreement.
- 17.3. Each Partner shall comply with the terms and conditions of the Data Protection Schedule attached at Schedule 3 to this Agreement and any amendments to the same which the HLO notifies the Partners of in writing. The Data Protection Schedule is to be interpreted in accordance with the Definitions and Interpretations contained within it unless the context requires otherwise.
- 17.4. In the event that the any Partner is a "Controller" or Joint Controller (as defined in the DPA 2018) the Partner shall at all times be responsible to third parties for any Personal Data held, including the individuals to whom the Personal Data relates and the Partner shall at all times during the Agreement have appropriate data protection and information security policies in place which demonstrate how the Partner will meet its responsibilities under the Data Protection Legislation and any other relevant legislation, code of practice, and guidance issued from time to time.
- 17.5. Each Partner accepts that in the event that they are a "Controller" or Joint Controller they are legally liable for any unauthorised loss or disclosure of any shared Personal Data provided by the HLO to that Partner that occurs once the information has been transferred by the HLO to that Partner under the terms of this Agreement, and in respect of any shared Personal Data which is processed by the Partner in the course of providing the Agreed Activity.
- 17.6. The Partners agree that, when recording Personal Data, in whatever format, each piece of information must contain the date created or recorded and whether it comprises fact, opinion, hypotheses or a mixture of these together with the identity of the person recording the information.
- 17.7. Each Partner acknowledges and agrees that the HLO shall be entitled to share any Personal Data supplied by that Partner to the HLO under the Agreement where it has a lawful and legitimate reason for doing so.
- 17.8. In delivering the Agreement, the Partners shall only share Personal Data supplied by the HLO to the Partners with a third party where it has a lawful and legitimate reason for doing so.
- 17.9. On expiry of the Agreement, or earlier termination of the Agreement, each Partner shall immediately provide to the HLO written details of all Personal Data held by that Partner relating to the Agreement or any individual in receipt of any part of the Agreed Activities under the Agreement. The Partner shall then transfer to the HLO all Personal Data requested in writing by

the HLO. Personal Data shall be transferred in a secure manner in compliance with Data Protection Legislation and any reasonable instructions issued by the HLO, including instructions relating to format and timescales. Where legally required to do so, each Partner shall be responsible for obtaining any individual consents needed to lawfully transfer Personal Data. All other Personal Data which the HLO has not requested the Partner to transfer to the HLO under this clause 17.9 should otherwise be dealt with in accordance with point 8 “Destruction of Personal Data” of the Data Sharing Agreement at Schedule 1 Appendix 2 to this Agreement.

17.10. Notwithstanding any other exclusions or limitations of liability of the Partners under this Agreement each Partner shall indemnify and keep indemnified the HLO and all other Partners against any damages, losses, costs, fines, claims and/or expenses whatsoever suffered or incurred in respect of or in any way arising directly or indirectly out of a breach by the Partner in question of this clause 17.

18. Confidentiality and Publicity

18.1. Subject to Clause 20 the Partners acknowledge and agree that any Confidential Information shall only be used for the purposes of this Agreement.

18.2. The Partners undertake to each other Partner that it shall keep confidential the terms of this Agreement.

18.3. The restrictions in this clause 18 shall continue to apply after the termination of this Agreement without limit in point of time.

18.4. The Partners will follow the Arts Council Branding and publicity guidelines at all times and will acknowledge the Grant in press release, interviews, public statement or event speech, marketing and communications materials, verbally and in writing. The Partners will download and use the Arts Council’s grant award logo, and other logos including any required by the Department for Education (DfE) as may be required, appropriately on all published material including printed and online material including such materials detailed in the Art’s Councils checklist.

18.4.1. For further guidance on the requirements set out in clause 18.4 please visit www.artscouncil.org.uk/grant-award-logos

18.5. The Partners consent to any publicity about the Grant and the Agreed Activity as the Arts Council may from time to time require. The Arts Council, DfE and/or the Department for Culture, Media and Sport (DCMS) can carry out any forms of publicity and marketing to promote the award of the Grant as the Arts Council and or the DfE/DCMS see fit, including the publication of information provide by Partners and the Partners will do whatever is reasonably required in order to assist with any form of publicity and marketing, including any press or media related activities.

19. Equal Opportunities

19.1. The Partners shall not unlawfully discriminate within the meaning and scope of the provisions of Equality Act 2010 (in relation to sex, race, disability, religion or belief, age etc.) and must ensure observance of these provisions by its employees employed in delivery of the Agreed Activity.

19.2. Each Partner shall operate an equal opportunities policy and warrant that its equal opportunities policy complies with all statutory obligations and that it shall not treat one group of people less favourably than others in relation to recruitment of Staff and in delivery of the Agreed Activity.

20. Freedom of Information Act 2000

- 20.1. The Partners and the HLO are under a statutory obligation to disclose certain information in order to comply with the Freedom of Information Act 2000 (FOIA) and the Partners shall provide such assistance and co-operation as the HLO reasonably requires in order to enable the HLO to comply with any request for disclosure of information which the HLO is legally obliged to disclose.
- 20.2. The Partners shall, if required, provide and shall use all reasonable endeavours to procure that its sub-contractors provide, at the expense of the sub-contracting Partner, such information as the HLO reasonably requires in order to enable the HLO to comply with any request for disclosure of information which the HLO is legally obliged to disclose in such form as the HLO reasonably requires and within ten Working Days of receiving a request for information.
- 20.3. Failure to provide such information in accordance with the terms of this Agreement shall be a breach of this Agreement and the relevant Partner shall indemnify the HLO for any losses, liabilities, claims, costs, damages and/or expenses that the HLO may incur by reason of such a breach, including but not limited to losses, liabilities, claims, costs, damages and/or expenses arising directly or indirectly as a result of any decision of the Information Commissioner that such information shall be disclosed.
- 20.4. The HLO shall not be liable for any claims, costs, expenses, loss, damage and/ or detriment, however caused, arising from disclosure of any information disclosed by the HLO in compliance with a request for information under the FOIA. The HLO shall be responsible for determining at its absolute discretion whether any information is exempt from disclosure under the FOIA or is to be disclosed in response to a request for information. In no event shall the relevant Partners respond directly to a request for information.

21. Compliance with the Law

- 21.1. The Partners shall comply with the Health and Safety at Work Act 1974 and shall have in place an appropriate health and safety policy.
- 21.2. The Partners shall comply with any Act of Parliament, Regulation, Bylaw, EU Regulations and Directives which may apply to the delivery of the Agreed Activity and any subsequent re-enactments or amendments and shall obtain all approvals, consents, permissions and/or licences as required by Law to deliver the Agreed Activity.
- 21.3. The Partners shall take all reasonable steps to ensure the safety of children and young people it will work with and shall carry out all necessary checks under the Police Act 1997 and the Safeguarding Vulnerable Groups Act 2006 in respect of any employee, volunteers and/or contractors who will supervise, care for or otherwise have direct contact with the children and young people. The Partners will follow expectations and best practice published in the Arts Council safeguarding and child protection policy [Safeguarding and child protection | Arts Council England](#) as may be amended from time to time, by having appropriate policies and procedures in place to ensure the protection of children, young people and vulnerable adults and in complying with those procedures.
- 21.4. The Partners shall report to the HLO any serious or significant incidents immediately for information purposes and to provide advice on any reputational risk implications for the Partner, the Arts Council and/or the DfE. The HLO shall such information to the Arts Council for the same purpose.
- 21.5. The Partners shall have in place at all times and act in accordance with:
 - 21.5.1. Disciplinary, grievance, public facing complaints and whistle-blowing policies
 - 21.5.2. Equality and diversity policy

21.5.3. Harassment and bullying policies

21.5.4. Equal opportunities policy

21.6. Each Partner acknowledges that the Grant comes from public funding and acknowledge that each Partner will at all times comply with the Subsidy Control Regime. Where applicable, each Partner agrees that the Arts Council will publish information relating to the Grant and that each Partner will keep reasonably detailed records to demonstrate compliance with the Subsidy Control Regime and shall provide a copy of such records to the HLO upon reasonable request (the HLO may be required to share such information with the Arts Council). In the event that it is deemed by a competent court or other regulatory authority to be non-compliant with the Subsidy Control, Regime, each Partner will repay the amount received by them under this Agreement (and any other sums due) immediately.

22. Waiver

22.1. Failure of either party to exercise any right or remedy shall not constitute a waiver of such right or remedy.

22.2. No waiver shall be effective unless it is communicated to the other party in writing.

22.3. Waiver of a default shall not (unless it expressly so provides) constitute a waiver of any future default.

23. No Partnership or Agency

This Agreement shall not create any partnership or joint venture between the Partners, nor any relationship of principal and agent, nor authorise any Partner to make or enter into any commitments for or on behalf of the other Partners.

24. Entire Agreement

This Agreement constitutes the entire agreement between the Partners in respect of the Agreed Activity and the Partners confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated in this Agreement.

25. Notices

25.1. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given:

25.1.1. when delivered if given personally; or

25.1.2. If sent by post, 3 days after the day of posting in the case of first-class post to the Partner's address as set out in this Agreement.

26. Contracts (Rights of Third Parties) Act 1999.

26.1. The Result shall be the property of the Crown and the Secretary of State for the DfE and they shall have unfettered right to the Result.

26.2. The Arts Council may directly enforce any breach by the Partners of its obligations in relation to the Grant Conditions.

26.3. Other than as provided in clause 26.1 & 26.2 above, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

27. Governing Law

27.1. This Agreement, including any non-contractual disputes, will be governed and interpreted in accordance with the Law of England and the Partners agree to the exclusive jurisdiction of the English courts.

**Schedule 1
Funding Agreement**

[To be inserted]

Schedule 2

Commissioning Arrangements

The Greater Manchester and Blackburn with Darwen Music Hub (GMBD Music Hub)

Commissioning Arrangements 2024 - 25

Introduction

This document lays out the expectations and operational arrangements for GMBD Music Hub. This includes the role of the Hub Lead Organisation (Bolton Music Service), the Local Lead Partners (LLPs) for each local authority area, and members of the regional Wider Partnership Group.

GMBD Music Hub covers the Department for Education (DfE) defined region of Greater Manchester and Blackburn with Darwen.

Overview

The Hub Lead Organisation (HLO) is Bolton Music Service (BMS), based at Mere Hall, Bolton. BMS provides local music services for the boroughs of Bolton and Blackburn with Darwen. Bolton Music Service designates a Lead Officer to oversee all Music Hub activity and to manage the partnerships which support the Music Hub activity. The Lead Officer is employed by, and reports to Bolton Council, in relation to all the activities of BMS, including its role as HLO. The Lead Officer also reports to the independent Music Hub Strategic Board in relation to the work delivered by the GMBD Music Hub.

The Local Lead Partners (LLPs) are Bolton Music Service, Bury Music Service, One Education Music (Manchester), Oldham Music Service, Rochdale Music Service, MAPAS (Salford), Stockport Music Service, Tameside Music Service, Trafford Music Service, Wigan Music Service.

- Bury Music Service is an independent, not-for-profit, limited company.
- One Education Music is part of One Education, a wholly owned Council company, operating as a limited company at arms-length from the Council.
- MAPAS is part of Salford Community Leisure, which manages service on behalf of Salford City Council.
- All other LLPs are local authority music services.

Bolton Music Service (HLO) implements a Music Hub governance structure, including a Strategic Hub Board, Local Area Reference Groups and a Wider Partnership Group of regional and national partners. The Strategic Hub Board has independent members and an independent chair. All funded partner organisations, including Bolton Music Service (HLO) and LLPs, report their activity against grant spend to the board for scrutiny and oversight. This reporting is managed by the GMBD Music Hub Finance Officer, employed by Bolton Council.

The Lead Officer is a suitably qualified and experienced music education specialist with a comprehensive understanding of the region and with relevant operational management experience in the music and music education sector.

Full governance arrangements and structure charts are published under separate cover.

Our Mission

The GMBD Music Hub is a partnership of the region's leading quality music education providers, committed to working together to ensure all young people are given the opportunity to sing, learn an instrument, perform as part of an ensemble or choir, and progress their musical interests.

In our ambition to serve and support all children we will seek out local and regional partners who can help us (a) identify areas for development, (b) support our workforce with CPD and (c) help us provide inspirational live music experiences and training for young people.

Together we will draw on our recent experience of mature partnership working in our region, maintaining our focus on the needs of all young people in our region.

The Commission – the role of Local Lead Partner

Each Local Lead Partner (LLP) will be asked to:

- review, develop, resource, and monitor music education across their local area, connecting with local stakeholders to ensure that what is being developed responds to local need.
- work together with the LLP group and the Wider Partnership Group, to deliver new regional opportunities for young people which promote musical diversity and progression.
- report to the HLO, as required through the partnership agreement, on all designated music education and financial matters to enable the HLO have secure knowledge of the local work and to report on behalf of the region.
- contribute to the regional Teaching and Learning Networks for Hub teachers and practitioners.
- receive the grant allocated to their local area, less a top slice (fixed at 2.5% for 2024-25), which the HLO will retain to enable delivery against the designated HLO roles for the region.

Each LLP will be commissioned by the HLO to lead music education in their local area, and to be a key member of the regional Hub partnership. LLPs will be identified as having:

- a solid track record in delivering music education in their area.
- effective local Governance.
- a workforce with the expertise and capacity to deliver across their area.
- Understanding of pedagogy with performance management for their team members.
- High-quality outcomes for young people.

A legally binding agreement between the Hub Lead Organisation (HLO) and the Local Lead Partners (LLPs) determines how these actions are devolved to LLPs, how funding is cascaded, and the responsibilities which LLPs have in accepting the Commission. The specific requirements of the Commission are listed below under the following headings: **Leading Activity; Supporting Schools and other educational settings; Music Performance and access to venues**. In addition to this local work, LLPs will support the development of **new regional activity for young people** and the **strategic direction, reporting and governance** of the hub.

Delivering on the Hub Mission: Expectations of Local Lead Partners

Leading Activity

Local Lead Partners will be asked to deliver:

1. Regular school-based weekly music lessons for individuals and small groups of learners.
2. Classroom instrumental lessons for schools (formerly known as Whole Class Ensemble Teaching).
3. Specialist music curriculum teaching in for schools.
4. Music performance groups for schools (choirs and ensembles)
5. A local area structure of 'out of school' music performance groups and other musical opportunities.
6. Musical activity specifically designed for children in the Early years phase, those with SEND, and for Alternative Provision settings.
7. Other regular weekly music education activity requested by schools.
8. Access to high quality musical instruments for local young people
9. Access to bursaries and remissions for families with specific needs

Supporting Schools and other educational settings

Local Lead Partners will be asked to deliver:

1. Networking and strategic information sharing with all schools.
2. One-to-one school support offer for music development.
3. Music Development support for Academy Trusts and other school networks.
4. Continuing Professional Development (CPD) for school staff.
5. CPD for their own staff to help maintain a high-quality workforce.
6. Access to bespoke funding pathways for individuals in need of support.
7. Access to, and support with, Music Technology, including specialist licenses and software to support music lessons in school.
8. Pathways to higher education and into careers.

Music Performance and access to venues

Local Lead Partners will be asked to deliver:

1. Opportunities for children to perform in a range of venues.
2. Projects to enhance the musical offer for those already engaged in the delivery programmes.
3. Large-scale events, such as festivals, where schools and ensembles can perform alongside each other.
4. New performance opportunities targeting those who have yet to engage.
5. Effective ticketing and publicity systems for concerts, and events, to promote audience development.

LLPs may commission partner organisations to deliver work that supports the Hub mission at their local level, or partners may be commissioned collaboratively by the HLO and its partners to support work at the regional level. All Hub partners **work inclusively** across the programme of activity, committing to engaging children from all backgrounds and circumstances with an increasingly diverse workforce.

Monitoring and Evaluation

1. The HLO will provide Delivery Data from each local area of the regional Hub to the Strategic Board on a biannual basis. See **Appendix 1** for an outline of the Hub Data Dashboard.
2. The HLO will direct LLPs to provide the following reports on an annual basis to inform regional evaluation and planning – see schedule at **Appendix 2**.
3. All LLPs will engage in a Peer-to-Peer development programme each year with one other LLP. Outcomes will be documented in the form of targets for each LLP.

APPENDIX 1: DELIVERY DATA DASHBOARD – KPIs to be monitored by the Strategic Hub Board

The Strategic Board will set tolerance levels for each of the indicators below. Should any local area fall below the tolerance level this will trigger a Development Discussion with the HLO, with new targets and timescales set out. Data will be provided to the HLO in January and June each academic year. The KPI set will be reviewed by the board biannually.

	% schools with weekly specialist tuition	% schools with weekly classroom instrumental teaching	% schools with weekly curriculum delivery	Number of young people in out-of-school programme	Number of EYFS settings with music hub delivery	Number of SEND settings with regular delivery	Number of AP settings with regular music delivery	Number of instruments hired by young people	Number of schools loaning or hiring class sets of instruments	Number of YP with a direct bursary / remission from the Hub	Number of CPD session delivered (internal /external) inc. webinars
Bolton											
Blackburn with Darwen											
Bury											
Manchester											
Oldham											
Rochdale											
Salford											
Stockport											
Tameside											
Trafford											
Wigan											
Stockport											
Regional Total											

	Average %	Average %	Average %							
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APPENDIX 2: Monitoring and Quality Assurance Cycle - GMBD Music Hub planning, monitoring and evaluation cycle

Resource	Purpose	Who is responsible	Timescale
LPME	Each LLP to identify local priorities and a programme of activity to support those priorities. Each LPME will include: Needs Analysis, Activity Plan, SMART targets	LLP / HLO to present to board and to ACE	September annually
Delivery Data Dashboard	To be submitted to HLO in January and June for review at the Strategic Board	LLP / HLO to present to board and to ACE	January, June annually
ACE Data capture	To provide evidence of impact to ACE	Each LLP to complete local area data sections. HLO to collate regional data and complete Financial and Narrative sections.	October annually
GM record of school buy-back (traded service)	Each LLP to complete HLO template to show full record of school income – provides detailed knowledge of traded service per authority	LLP / HLO to present to board	January annually
Management Accounts	LLP to use template provided to send quarterly management accounts to Hub Finance Officer	LLP / HLO to present to board and to ACE	Quarterly

Finance

The HLO will receive the regional Music Education Grant and will then provide each of the Local Lead Partners (LLP) with the amount allocated to their area, as per the national formula, less a management fee of 3% taken from the Basic Grant (unadjusted for FSM) at source, to enable the HLO to deliver its responsibilities on behalf of the region. On accepting the Commission to be the LLP in their area, each LLP will adhere to:

- The requirements outlined in this Commissioning Policy
- The terms of the Partnership Agreement (to be signed by the LLP)
- The ACE Terms and Conditions of the Revenue and Capital Grants

The revenue grant will be distributed to LLPs in line with the dates and requirements from the Schedule of Grant Payment Conditions September 2024 to August 2025.

Where regional activity and joint initiatives are developed collaboratively, LLPs will jointly fund this work from their local area grant, on a shared basis.

The HLO will collect regular progress information from the LLPs (see **Monitoring and Evaluation** above), and this will form the reporting to the operational steering groups and the strategic board. Following this, the HLO will complete the required returns to Arts Council England to draw down the funding. The HLO will provide funding upon receipt of an invoice but is not expected to compensate LLPs due to delays caused by ACE, or other hub partners.

The HLO can withhold transfer of grant funding if information and reporting for quarterly payment conditions are not received.

Changes to the use of grant funding will be agreed by the strategic board (see **Delivery, Support and Performance** functions above) after which LLPs will have the autonomy to control spend in their areas. The Delivery, Support and Performance functions will be reviewed by the Strategic Board annually and communicate any changes to the LLPs.

Grant funding must only be used in line with the full terms and conditions, additional conditions and any other information provided to the HLO by Arts Council England (ACE) and or the Department for Education (DfE).

LLPs will ensure that no more than 20% of the core revenue grant funding is used to support back office/management costs and that other income equates to at least double that of the grant allocation.

Capital Grant

The Capital Grant for instrument purchase is provided to the HLO with its own bespoke terms and conditions governing asset ownership, purchase restrictions and reporting.

The HLO provides the LLP with the capital grant allocation for their local authority area and details the required reporting and ownership requirements. An agreed amount will be held centrally for the purchase of specialist regional instruments which Local Lead Partners can use on an occasional basis.

Grant spends will be based on needs analysis with the Strategic Board having oversight and scrutiny of spend according to need.

Each LLP will provide details of its current stock as part of this needs analysis and will maintain a live database detailing the assets purchased using the capital grant.

Asset numbers will start with GMBD followed by an identifier for the procurement partner, an instrument category identifier, and a stock number (e.g. GMBDOLDTBN001)

HLO role

The HLO is responsible for the leadership and management of the regional partnership and the relationship between the GMBD Music Hub and ACE. This will include:

- Ensuring effective Hub governance, including the management of the Heads of Service network meetings, Local Area Reference Groups, the Wider Partnership and the Hub Strategy Board meetings
- Quarterly reporting to and clerking for the Hub Strategy Board
- Quarterly reporting to the Arts Council, including SMART targets, Performance Framework, Needs Analysis, LPME, Board Minutes and Agendas, Risk Register, and a number of other prescribed policies for the regional Hub.
- Ongoing, day-to-day relationship management with all Hub partners
- Drawing up and maintaining Partnership Agreements and Commissioning arrangements with all Music Services and Wider Hub partners
- Management and co-ordination of the Annual Music Hub Survey
- Hub monitoring and evaluation, including internal reporting across local authorities and data collection systems to inform Hub planning.
- Hub communications (bulletins / email contact with partners / meetings)
- Fundraising to draw in new investment for GM regional projects.
- Financial monitoring and integration across all Hub Music Services
- Support for financial colleagues in all local authorities in the Hub to maintain consistency in financial reporting.
- Preparation of Hub management accounts on a quarterly basis and annual Hub budget.
- Management of income and expenditure supporting the joint regional activity, including an online box office for booking onto Hub projects
- Management of Local Authority spend against the Capital Grant for Musical Instruments and reporting on the use of the grant
- Design, review and maintenance of the Hub website and social media channels.
- Contracts and payments with venues, professional musicians and music providers for regional Hub activity

- Managing pupil registrations and payments for regional Hub activity
- Reporting to the GMCA Music Commission on music education in our region
- Engaging, on behalf of the Hub, with national bodies to help secure future funding.
- National Advocacy, representing the GM Music Hub when required in Parliament, with Government Departments and national bodies.
- Supporting DfE and ACE visits to Hub activity in the region and managing the involvement of local stakeholders

Governance

Transitional Terms of Reference for the Strategic Board and Local Reference Groups, alongside a structure diagram for the management of the Hub and its stakeholders is provided separately.

The HLO Lead Officer will report to the Strategic Board and will be held accountable by the board for the quality of information provided and for the insights into the work of Local Lead Partners (LLPs).

The Strategic Hub Board will perform the legal requirement of board oversight as required by the funding body, Arts Council England. The HLO will provide appropriate levels of financial control and dispersion of grant funding. Bolton Council will oversee the lead officer who will have suitable qualifications, skills, and experience, to carry out the duties required of the HLO.

LLPs will maintain their own governance/management arrangements and ensure that they meet any requirements from the Terms and Conditions for the core revenue grant and for the capital grant.

Organisations will ensure that LLPs maintain a suitable management position (Head of Service or equivalent) who will liaise with the HLO and attend relevant meetings.

LLPs will report to the HLO any minor changes to organisational arrangements and will consult with the HLO prior to any public consultation on significant organisational change.

The Strategic Board is responsible for managing any conflict resolution between the HLO and LLPs / between LLPs / wider partners. Additional support will be provided by Bolton Council, ACE and other partners as appropriate.

Schedule 3

Data Protection Schedule

1. DEFINITIONS AND INTERPRETATION

1.1 In this Data Protection Schedule, the following expressions shall have the following meanings:

Controller shall have the meaning afforded to it in the DPA 2018

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

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

Data Protection Legislation shall mean

- (a) the UK General Data Protection Regulation (UK GDPR);
- (b) the Data Protection Act 2018 (DPA 2018);
- (c) the Law Enforcement Directive (Directive (EU) 2016/680) (LED);
- (d) the Regulation of Investigatory Powers Act 2000;
- (e) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000;
- (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003, implementing the Electronic Communications Data Protection Directive 2002/58/EC; and
- (g) all other applicable laws and regulations relating to protection, processing and sharing of personal data and privacy (as amended), including where applicable the guidance and codes of practice issued by the Information Commissioner

Data Subject shall have the meaning afforded to it in the DPA 2018

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

Law shall mean any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Partners are bound to comply;

Personal Data shall have the meaning afforded to it in the DPA 2018

Personal Data Breach shall have the meaning afforded to it in the DPA 2018

Data Protection Officer shall have the meaning afforded to it in the DPA 2018

Processor shall have the meaning afforded to it in the DPA 2018

Protective Measures shall mean appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Appendix 1 to this Data Processor Schedule (Security)

Sub-processor shall mean any third Party appointed to process Personal Data on behalf of that Processor related to the Agreement

Staff shall mean employees, volunteers and agency staff

2. DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the HLO is the Controller and each Partner is a Processor unless otherwise specified in Appendix 1 or Appendix 2 to this Data Protection Schedule. The only processing that the Processor is authorised to do is listed in Appendix 1 to this Data Protection Schedule and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Agreed Activity;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:
- (a) process that Personal Data only in accordance with Appendix 1 and Appendix 2 to this Data Protection Schedule, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Staff do not process Personal Data except in accordance with the Agreement, including the terms of this Data Protection Schedule and Appendix 1 and Appendix 2 to it;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by the Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the country or territory or international organisation is covered by UK "adequacy regulations" OR the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to paragraph 2.6, the Processor shall notify the Controller in writing immediately if it:
 - (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify in writing under paragraph 2.5 shall include the provision of further information to the Controller in phases, as details become available.
- 2.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 Staff, unless:
 - (a) the Controller determines that the processing is not occasional;

- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 Each Party shall designate its own data protection officer (DPO) if required by the Data Protection Legislation. Where a DPO is not required the Partner shall provide to the HLO details of the designated individual who deals with data protection within the organisation.
- 2.11 Before allowing any Sub-processor to process any Personal Data related to the Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 2.11 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 2.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Agreement).
- 2.14 The Partners agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend the Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

APPENDIX 1 DATA PROCESSOR AGREEMENT

1. The contact details of the HLO's and each Partner's Data Protection Officer (**DPO**) are:

HLO's DPO	Name and address: Mark Allen, First Floor, Bolton Town Hall, Bolton BL1 1RU Tel: 01204 337305 Email: mark.allen@bolton.gov.uk
Bury Music Service DPO	Name and address: Tel: Email:
One Education DPO	Name and address: Tel: Email:
Oldham Borough Council DPO	Name and address: Justin Hardy, Civic Centre West Street Oldham, OL1 1UG Tel: 0161 770 4308 Email: DPO@oldham.gov.uk
Rochdale Borough Council DPO	Name and address: Tel: Email:
Salford City Council DPO	Name and address: Tel: Email:
Stockport Metropolitan Borough Council DPO	Name and address: Tel: Email:
Tameside Borough Council DPO	Name and address: Tel: Email:
Trafford Borough Council DPO	Name and address: Tel: Email:
Wigan Borough	Name and address:

Council DPO	Tel: Email:
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Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the HLO is the Controller and each Partner is a Processor in accordance with paragraph 2.1 of the amination body of the Data Protection Schedule.
Subject matter of the processing	<p>The processing is needed to (a) provide parents/carers with information about the musical activity (start and finishes times, venues, what students need to bring with them) and (b) ensure that the GMBD Music Hub appropriately safeguard all children involved in its activities.</p> <p>Whilst the HLO will need to collect Personal Data of Staff working for the GMBD Music Hub Personal Data will also need to be collected for individual Staff employed by the Partners.</p>
Duration of the processing	<p>Personal Data is only kept by the GMBD Music Hub whilst the children and young people are engaging with the activity as students. The HLO ask that the parents of the children and young people re-register the child every year to ensure that Personal Data is not retained for longer than required.</p> <p>Personal Data relating to Staff will only be kept during their involvement in the GMBD Music Hub.</p>
Nature and purposes of the processing	<p>The HLO will carry out its duties as the lead organisation which will involve leading new musical activities which bring together young people from across the region. Therefore, the HLO will need to collect data from young people and their families from other boroughs in the regional GMBD Music Hub. The HLO's role is to create new regional music programmes and communicate with young people and their families in relation to these programmes. To do this effectively, and to ensure that the HLO safeguard all of the young people the GMBD Music Hub works with, the HLO will need to collect Personal Data for the young people involved in the regional music programmes.</p> <p>Parents/carers of young people will register their child for music activities lead by the GMBD Music Hub on an annual basis via online portals Eventbrite and Try Booking. Parents/carers provide the HLO with Personal Data as part of the registration process. The HLO and other Partners (where necessary and where the child is located in the Partners borough) use this data to communicate with parents about the activity (start and finish times, venue, what students need to bring with them) and also to safeguard children when the HLO and each Partner is working with them. The HLO does ask for medical information about students so that the GMBD Music Hub can be prepared should</p>

	<p>the child need medical support during any musical activity put on by the GMBD Music Hub.</p> <p>Whilst all Partners as Processors will have access to Personal Data only in certain circumstances will Personal Data collected by the HLO be shared with Partners such as allowing Partners and the HLO to collaborate, organising and put on concerts and events which will include all boroughs within the GMBD Music Hub.</p> <p>As per the Funding Agreement in place with Arts Council, the HLO will need to communicate directly with Staff from the Hub Partners (including Staff employed by other Partners) in the other GMCA boroughs. The HLO will also need to pay invoices provided by tutors from other music services who teach on the regional programme. This will mean keeping their bank details, address and phone number, for the duration of their involvement with the regional music programme.</p>
<p>Type of Personal Data being processed</p>	<p><u>Students</u> Name D.o.B Address Parent contact details (including email and phone number) Medical/ medication information Parents bank details</p> <p>The GMBD Music Hub remit is to be as inclusive as possible in the music programme and reach out to children with special needs and disabilities. The HLO do, therefore, keep the same data for vulnerable young people which are involved in the GMBD Music Hub programme.</p> <p><u>Staff of GMBD Music Service</u> Name Address D.o.B Work email address Phone number Bank details</p> <p><u>Partner Staff from other boroughs in Greater Manchester</u> Name Email address Bank details</p>
<p>Categories of Data Subject</p>	<p>Staff, students and parents and carers of the students</p>
<p>Plan for return and destruction of the data</p>	<p>All Personal Data shared under the Agreement and held electronically shall be securely deleted in accordance with the Data Protection Legislation.</p>

once the processing is complete	All paper copies of Personal Data shall be securely shredded (to DIN3 grade or if superseded to the equivalent secure shredding applicable to restricted data).
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Data Sharing Agreement

1. Personal Data to be shared

Personal Data to be shared by the HLO to a Partner (as required)

- Student Names
- Student DOBs
- Student addresses
- Parent contact details including email address and phone numbers
- Names of Staff members
- Email address of Staff members
- Bank details of Staff members

Special Category Data

- Relevant medical/ medication information for students

Personal Data to be shared by a Partner to the HLO (as required)

- Student names who they wish to nominate to take part in concerts
- Parent contact details including email address and phone numbers
- Names, contact details (email address and phone number) of Staff members from other boroughs in Greater Manchester employed by Partners who Partners recommends to lead projects or provide tutoring or teaching
- Staff of GMBD Music Hub
 - Name
 - Address
 - D.o.B
 - Work email address
 - Phone number
 - Bank details

2. Basis for sharing Personal Data

The lawful basis of Article 6 (e) of the UK GDPR – public task

Each Partner, when they are a Controller, is permitted to share Personal Data and Special Category Data with the HLO. The HLO is permitted to Process the Personal Data and Special Category Data.

The HLO, when they are a Controller, is permitted to share Personal Data and Special Category Data with a Partner. The Partner is permitted to Process the Personal Data and Special Category Data.

3. Data Roles

Each Party acknowledges that each Partner will disclose to the HLO Personal Data and Special Category Data collected by that Partner in order for the HLO and the Partners to collaborate and provide the musical activities under the Agreed Activity under this Agreement.

The Parties acknowledge and accept that upon receipt by the HLO of the Personal Data and/or Special Category Data which that Partner has collected and processed during the Agreement, the HLO is a Controller in their own right in respect of the Personal Data and/or Special Category Data.

The Parties acknowledge and accept that upon receipt by the any Partner of the Personal Data and/or Special Category Data which the HLO has collected and processed during the Agreement, the Partner in question who has received the Personal Data and/or Special Category Data is a Controller in their own right in respect of the Personal Data and/or Special Category Data.

4. Purpose

Together the Partners are working with the HLO to provide the Agreed Activity.

Partners (who are other music services in other boroughs) will share limited personal data with the HLO to allow the HLO to contact parents/carers whose children are involved in GMBD activity, who have not registered with the GMBD Music Hub, with the information they need to provide their child with access to the appropriate musical activity. This will include children and young people that a Partner will have nominated or recommended to the HLO which that Partner believes would benefit from the activities the GMBD Music Hub offer. The HLO need this information to provide the service they are tasked with delivering, which includes arranging events and performances, ensuring that young people have the information they need before the activity starts and to safeguard young people while they are involved in the activity.

Partners will also share Personal Data relating to Staff who they wish to nominate to the HLO to lead a particular project or who they may wish to put forward for tutoring or teaching opportunities.

5. Transmission of Personal Data

Electronic Personal Data shared between the HLO and any Partner will only be shared via a secure email solution which will be password protected. The password will only be shared via a separate email cover upon receipt of the other party confirming that they have received the first email containing Personal Data.

Personal Data stored on physical media, including paper will only be shared by way of hand delivery or by tracked secure courier, requiring a signature.

Any paper copies shared will be secured in an opaque secure envelope marked "restricted".

Whilst the Authority's preferred method is via electronic means the Authority shall in certain circumstances if required to do so transmit Personal Data stored on physical media.

6. Security of Personal Data

Following receipt of the Personal Data detailed in section 1 above, the Personal Data shall be secured in accordance with the Data Protection Legislation.

If either Party receives an allegation that there has been a misuse or breach of the Data Protection Legislation by itself (including any member of its Staff) or by the other Party (including any member of the other Party's Staff) the receiving Party will notify the HLO within 24 hours of the alleged misuse or

breach. The Parties shall each comply with its obligation to report the alleged misuse or breach. The Party who is responsible for the allegation of misuse or breach of the Data Protection Legislation shall determine if such misuse or breach is notifiable to the ICO.

Any notification to the ICO must be made within 72 hours of the Party concerned becoming aware of the breach. If the HLO is a Controller at the time of the alleged misuse or breach which a Partner is responsible for the Partner should notify the HLO of the Partner's decision not to report the matter to the ICO. The HLO and the Partner should then discuss whether to report the alleged misuse or breach. The HLO, as the Controller, shall make the ultimate decision whether to report to the ICO any alleged misuse or breach which the Partner is responsible for.

Each Party will provide all reasonable assistance to the other in respect of any investigation relating to an allegation of misuse or breach of the Data Protection Legislation and take such steps as are reasonably required or as instructed by the other to mitigate and/or contain the misuse or breach (or alleged breach) and prevent a similar incident occurring in the future.

7. Retention of Personal Data

All Personal Data will be retained in accordance with the Data Protection Legislation and any requirements within the Agreement and in accordance with the Authority's applicable policies provided always that the Data Protection Legislation shall take precedence.

Personal Data is only kept by the HLO and the Partners whilst the children and young people are engaging with the activity. The HLO ask that the parents of the children and young people re-register the child every year to ensure that Personal Data is not retained for longer than required.

8. Destruction of Personal Data

All Personal Data shared under the Agreement and held electronically shall be securely deleted in accordance with the Data Protection Legislation.

All paper copies of Personal Data shall be securely shredded (to DIN3 grade or if superseded to the equivalent secure shredding applicable to restricted data).

9. Restrictions on other use and further disclosure

It is recognised that unless the Law specifically requires or permits this, the Personal Data will not be used for different purposes or further disclosed. Even where the Law permits further disclosure, in line with good practice the originating Controller will be consulted first and it may be necessary for the Data Subject to be informed of the disclosure.

10. Subject Access Request (SAR)

The Controller of the Personal Data shall be responsible for dealing with a SAR.

Where the HLO and any Partner are Joint Controllers, the recipient of a SAR shall inform the other within 5 Working Days and the parties shall promptly agree who is responsible for responding to the SAR.

11. Complaints

The Parties agree to use their standard organisational and statutory procedures to deal with privacy/data complaints arising under this Agreement and will co-operate (with the complainant's permission) where complaints relate to more than one Party.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written:

Executed as a deed by THE
BOROUGH COUNCIL OF
BOLTON affixing its Common
Seal in the presence of:

.....
Authorised Sealing Officer

Signed as a deed for and on behalf of Bury Music Service Limited

.....
Authorised Signatory

.....
Role

In the presence of:

.....
Witness Signature

.....
Witness Name

.....

.....
Witness Address

THE COMMON SEAL of OLDHAM
BOROUGH COUNCIL was hereunto affixed

in the presence of:

.....
Authorised signatory

THE COMMON SEAL of ROCHDALE
BOROUGH COUNCIL was hereunto affixed
in the presence of:

.....
Authorised signatory

THE COMMON SEAL of SALFORD
CITY COUNCIL was hereunto affixed
in the presence of:

.....
Authorised signatory

THE COMMON SEAL of STOCKPORT
METROPOLITAN BOROUGH COUNCIL
was hereunto affixed in the presence of:

.....
Authorised signatory

THE COMMON SEAL of TAMESIDE
METROPOLITAN BOROUGH COUNCIL
was hereunto affixed in the presence of:

.....
Borough Solicitor

THE COMMON SEAL of TRAFFORD
BOROUGH COUNCIL was hereunto affixed
in the presence of:

.....
Authorised signatory

THE COMMON SEAL of WIGAN
BOROUGH COUNCIL was hereunto
affixed in the presence of:

.....
Authorised signatory

Signed as a deed for and on behalf of One Education Limited

.....
Authorised Signatory

.....
Role

In the presence of:

.....
Witness Signature

.....
Witness Name

.....

.....
Witness Address