



**METROPOLITAN
POLICE**

TOTAL POLICING

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Summary	Section 93 of the Police Act 1996 agreement between MOPAC and Film London Ltd for a donation to support the MPS Film Unit between 01/04/2019 to 31/03/2020 value £15,000.
(B)OCU or Unit, Directorate	Third Party Contracts Team, Directorate of Commercial and Finance
Author	Dawn Mills
Review Date	31/03/2021
Date Issued	09/01/2020

FUNDING AGREEMENT

pursuant to s.93 Police Act 1996

- (1) Mayor's Office for Policing and Crime
- (2) Film London Limited

Dated

15th May

2019

This Agreement is made the 15th day of May 2019
between:

- (1) the **MAYOR'S OFFICE FOR POLICING & CRIME** of City Hall, The Queen's Walk, More London, London SE1 2AA (the 'Authority') and
- (2) **FILM LONDON LIMITED** of The Arts Building, Morris Place, London N4 3JG.
- (3) Registered Company Number: 4699825 (the 'Funder')

BACKGROUND

The Funder wishes to enter into an arrangement with the Authority, which the parties have agreed will be subject to the conditions set out in this Agreement.

1. DEFINITIONS:

The following terms shall have the following meaning unless the context otherwise requires:

- 1.1 **The Agreement** means this agreement (including any Schedule to it);
- 1.2 **Commencement Date** means the date when this Agreement shall take effect as set out in Schedule 1;
- 1.3 **An Emergency** is any actual or threatened event or combination of events which because of its nature or magnitude justifies in the judgement of the Commissioner the redeployment of all or any of the Authority Personnel at any time to the policing of the event or events in question and such an event shall include: (a) an act of war; (b) an act of terrorism; (c) a fire, flood or other natural catastrophe of exceptional magnitude or severity; (d) an accident of exceptional magnitude or severity; (e) a riot or disturbance of exceptional magnitude or severity; and/or (f) a public order event of exceptional magnitude or severity;
- 1.4 **An Exigency of Duty** is defined by Police Negotiating Board Circular 86/9 as being "a pressing demand, need or requirement is perceived but is not reasonably avoidable and necessitates a change of roster";
- 1.5 **Expiry Date** means the date when this Agreement shall expire as set out in Schedule 1;
- 1.6 **Funding** means the support provided by the Funder in connection with the Initiative as described in Schedule 1;
- 1.7 **Initiative** means the activity being undertaken by, or with, the MPS and which is supported by the provision of the Funding, details of which can be found in Schedule 1;
- 1.8 **Intellectual Property Rights** means all patents, trade marks, designs, copyright, database rights, inventions, trade secrets and other confidential information, know-how, business names and all other intellectual property rights of a similar nature in any part of the world, whether registered, registerable or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights; and
- 1.9 **The MPS** means the Metropolitan Police Service, and includes any servant or agent of the MPS authorised to act on the MPS's behalf in respect of this Agreement. The MPS is the police force responsible for policing Greater London and is accountable to the Authority.

2. PROVISION OF FUNDING

- 2.1 In consideration of the Authority's obligations set out in this Agreement and the rights granted to the Funder under this Agreement, the Funder shall provide the Funding to the Authority in accordance with the provisions of this Agreement.

- 2.2 The Authority accepts from the Funder the offer of the Funding under Section 93 of the Police Act 1996.
- 2.3 The parties agree and acknowledge that acceptance of the Funding does not make any of the obligatory or statutory functions of the Authority and MPS totally or partially dependent on the provision of the Funding.
- 2.4 The Funding is accepted by the Authority in the belief that it enables the MPS to enhance or extend the service that it would normally be expected to provide.

3. RIGHTS AND OBLIGATIONS

- 3.1 The Funder warrants and represents that as at the date of signature of this Agreement there is no actual or potential conflict between the interests of the Funder and the interests of the Authority and/or the MPS and that the provision of the Funding will not create any such conflict of interest. The Funder shall notify the Authority of any actual or potential conflict of interest which may arise during the term of this Agreement.
- 3.2 The Funder shall provide the Funding in accordance with the provisions set out in Schedule 1.
- 3.3 The Authority shall use the Funding solely for the purposes of the Initiative.
- 3.4 Neither the Funder nor any agent acting for the Funder shall give the impression of representing or being in any way connected with the Authority or the MPS other than by this Funding Agreement.
- 3.5 By accepting the Funding neither the Authority nor the MPS endorses the business or any products of the Funder, although it is understood, accepted and agreed that the Funder is the capital's public agency for feature film, television, commercials and other interactive content, including games and is funded by the Mayor of London and the National Lottery through the British Film Institute. MPS will inform third parties that the Funding from the Funder is being used by the MPS and the subsequent benefit to the Initiative.
- 3.6 Other than as expressly permitted under this Agreement, the Funder shall not use the Authority's or the MPS's name or logo without the prior written consent of the Authority and shall not release any publicity statement in connection with the Funding without the prior written consent of the Authority.
- 3.7 For the avoidance of doubt, no rights of any kind other than those rights set out in this Agreement are granted to the Funder by the Authority, nor to the Authority by the Funder. In particular no right or interest in respect of either party's Intellectual Property Rights is granted to the other, except as expressly set out in this Agreement.
- 3.8 The Funder shall not act in any way which:
 - (a) is likely to be detrimental to any Initiative which has been organised by the Authority using the Funding; or
 - (b) is likely to cause damage to the reputation of the MPS or Authority in the eyes of the general public.
- 3.9 The Funder shall ensure that any equipment, materials or other items provided to the Authority and/or the MPS as part of the Funding:
 - (a) are fit for the purpose for which they are provided in connection with the Initiative;
 - (b) comply with all applicable laws and standards; and
 - (c) are free from material defects.
- 3.10 The Funder shall indemnify and keep indemnified the Authority and the MPS from and against all reasonable costs, expenses (including, but not limited to, legal and other professional fees and expenses), losses, damages and other liabilities (of whatever nature) suffered or incurred by the Authority and/or the MPS and arising directly out of the Funding, breach of this Agreement by the Funder or the Funder's negligence, except to the extent that any such costs, expenses, losses, damages or other liabilities were caused or contributed to by any negligence of the Authority or the MPS.
- 3.11 For the avoidance of doubt, by providing the Funding, the Funder agrees that the Authority will become the lawful owner of the equipment, materials or other items provided either by the Funder or purchased by the

Authority with the monetary Funding and has the entitlement to use, pass on, sell or otherwise dispose of the equipment, materials or other items in line with existing MPS and Authority policies.

4. TERM AND TERMINATION

- 4.1 This Agreement shall commence on the Commencement Date.
- 4.2 The Authority reserves the right to terminate this Agreement with immediate effect at any time on giving written notice to the Funder. At this time the Funder must terminate any marketing or public announcements regarding the Funding.
- 4.3 Depending on the reason for termination, the Authority may decide to return the Funding, in full or in part, to the Funder. This decision will be at the sole discretion of the Authority.

5. CORRUPTION, GIFTS AND PAYMENT OF COMMISSION

- 5.1 The Funder shall not:-
- (a) offer to give or agree to give to any person employed by, appointed by or representing the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or any other agreement with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement; and
 - (b) enter into this Agreement or any other agreement with the Authority in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless, before the agreement is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority.
- 5.2 Any breach of this Clause by the Funder or by anyone employed by it or acting on its behalf (with the knowledge of the Funder, or, if without the Funder's knowledge, under circumstances in which it may be reasonable assumed that the Funder should and could have had knowledge of the breach) or the commission of any offence by the Funder or by anyone employed by it or acting on its behalf under the Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010, in relation to this or any other agreement with the Authority, shall entitle the Authority to terminate this Agreement and recover from the Funder for any loss, liability, damage, cost or expense reasonably incurred as a direct result of such termination.
- 5.3 Where legally possible and without causing negative impact to any investigation, the Authority will enter into frank discussions with the Funder if it believes any breach of Clause 5.1 has occurred. However, the Authority shall have the right to ultimately solely determine whether any such breach has occurred and have the right to terminate this Agreement. The amount of value of any such gift, consideration or commission shall be decided by the Authority whose decision shall be final and conclusive.

6. DATA PROTECTION

- 6.1 For the purposes of this Clause 6, the expressions "personal data" and "process" shall have the meanings given to them in the Data Protection Act 1998.
- 6.2 To the extent that the either party is required to process personal data on behalf of the other party for the purposes of performing its obligations under this Agreement, that party shall:
- (a) process personal data only in accordance with instructions from the other party;
 - (b) process personal data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;
 - (c) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or

damage to the personal data and having regard to the nature of the personal data which is to be protected;

- (d) not transfer any personal data outside of the European Economic Area without the prior written approval of the other party; and
- (e) return the personal data to the other party on termination of this Agreement.

7. FREEDOM OF INFORMATION

7.1 The Funder acknowledges that:

- (a) the Authority is a public authority for the purposes of the Freedom of Information Act 2000 and that, as such, the Authority is required to make information available to the public either through its publication scheme or on request;
- (b) the name of funders, the resources provided including the value and the purpose of any donation is published through the publication scheme; and
- (c) full details of the Funding and this Agreement may be disclosed by the Authority pursuant to the Freedom of Information Act 2000.

8. TRANSPARENCY

8.1 The Funder acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Funder gives consent to the Authority to publish the contents of this agreement and information regarding amounts paid by the Funder under this Agreement ("the Agreement Information"). The Authority in its absolute discretion may redact all or part of the Agreement Information prior to its publication. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 Each party shall comply with its respective obligations set out in this Agreement, and the Schedules hereto, including any extraordinary terms or conditions subsequently agreed and incorporated into this Agreement at a later date.

10. GENERAL

10.1 This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever (whether or not in writing) between the parties in connection with the subject matter of this Agreement.

10.2 Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.

10.3 Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.

10.4 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

10.5 Any notice required to be given under this Agreement shall be in writing and shall be sent by registered or recorded delivery post to the address of the other party as listed above or to such other address as that party may have previously notified in writing to the party.

- 10.6 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 10.7 Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 10.8 Nothing in this Agreement shall provide the Funder with any presumption or likelihood of success during any procurement process undertaken by the Authority.
- 10.9 Nothing in this Agreement shall be seen as offering or providing any exclusive opportunity to the Funder.
- 10.10 This Agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with this Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

SIGNED BY: A. Horsley
(for and on behalf of the Mayor's Office for Policing & Crime)

NAME IN CAPITAL LETTERS: TONY HORSLEY DATE: 3/9/19

POSITION IN ORGANISATION: COMMERCIAL DIRECTOR - THIRD PARTY CONTRACTS

SIGNED BY: H. J. Mackenzie
(for and on behalf of Film London Limited)

NAME IN CAPITAL LETTERS: H. J. MAECKENZIE DATE: 15/5/19

POSITION IN ORGANISATION: HEAD OF INWARD INVESTMENT + BUSINESS DEVELOPMENT

SCHEDULE 1
DONATION DETAILS

1. **TERM**

Commencement Date: 01 April 2019

Expiry Date: 31 March 2020

2. **FUNDER**

Film London Limited
The Arts Building
Morris Place
London
N4 3JG

Contact: Adrian Wootton, Chief Executive

Telephone No: 020 7613 7676

E-mail: adrian.wootton@filmlondon.org.uk

3. **THE FUNDING**

£15,000

The Funding is used solely to support the Initiative.

4. **THE INITIATIVE**

The Initiative is the provision of an MPS Film Unit.

The MPS Film Unit will:

- (a) Act as a single point of contact between film makers and the MPS to coordinate the provision of MPS special policing services and general services to film makers and to ensure a consistency of service;
- (b) Develop and review annually –
 - a. Standard agreements for policing and specialist services to film makers
 - b. A simple clear charging structure for the services
 - c. Clear, streamlined processes for the prompt invoicing of film makers for MPS services
- (c) Support the aims and objectives of the London Filming Partnership to the fullest extent compatible with the statutory and other legal functions of the MPS and the Authority;
- (d) Represent, or brief those representing, the MPS at meetings of the London Filming Partnership;
- (e) Maintain a database of all filming events in London which involve policing and specialist services;

- (f) Provide Film London with a quarterly presentation on the activities of the MPS Film Unit to the fullest extent allowed by statute and legal guidance to enable them to engage with their industry partners and the industry;
- (g) Provide Film London with annual statistics such number of filming days, officers deployed and any other data as mutually agreed between the MPS and Film London;
- (h) Co-ordinate MPS activities in relation to filming events which extend across two or more London Borough boundaries;
- (i) Offer guidance and expertise in relation to the police involvement in filming, including providing advice and guidance to other police forces, bodies, organisations and agencies on filming issues;
- (j) Liaise with –
 - a. Pan London agencies such as Transport for London and London Councils
 - b. MPS Borough Operational Command Units
 - c. Pan London MPS Operational Command Units
 - d. Film London
- (k) Develop and review annually an MPS communications strategy for filming in London.
Personnel within the MPS Film Unit will be dedicated to undertaking the above activities subject to Emergencies and Exigencies of duty.

Personnel within the MPS Film Unit will have access to emails at all times, subject to Emergencies and Exigencies of duty.

Personnel within the MPS Film Unit will have access to a dedicated liveried police motorcycle at all times, subject to Emergencies and Exigencies of duty.

SCHEDULE 2

PAYMENT & FUNDING DETAILS

The Funder acknowledges an understanding that the Initiative is supported by third party funding and that the Funder's Funding goes directly towards the funding and running of the Initiative.

For the avoidance of doubt, the Authority is not accepting the Funding to enter into an arrangement to provide services to the Funder.

As a donation, the Funding is not rateable for VAT. The Funder shall pay any other taxes as deemed applicable by HMRC as a result of this Agreement.

The Authority shall render invoices in connection with this Agreement at least 30 days before the payments are due. The Funder is responsible for paying all invoices rendered by the Authority promptly and in any event within 30 days of receipt of a valid invoice.

The Authority shall inform the Funder the cost of funding the Initiative for any subsequent year in good time before commencement each year, to enable the Funder to decide on the level, if any, of funding they wish to provide.

