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Title	Gifts, Loans, Donations & Sponsorship Data - 2021/22
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Summary	Agreement under Section 93 of the Police Act 1996 between MOPAC and Metropolitan Police Friendly Society for a sponsored vehicle for the use of by Dexter the Wellbeing dog valued at £39,132
(B)OCU or Unit, Directorate	Income and Funded Posts Management Team, Commercial Services
Author	Commercial & Finance
Review Date	12/10/2026
Date Issued	23/02/2022



Agreement

Pursuant to Section 93 of the Police Act 1996 Sponsorship Agreement

- (1) Mayor's Office for Policing and Crime for
- (2) Metropolitan Police Friendly Society Ltd

Dated october 12, 2021

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Contents Clauses

1.	Definitions and interpretation	1
2.	Provision of Sponsorship	3
3.	Rights and obligations	3
4.	Materials	4
5.	Term and Termination	5
6.	Corruption, gifts and payment of commission	5
7.	Confidentiality	6
8.	Data Protection	6
9.	Freedom of information	7
10.	Transparency	7
11.	Additional terms and conditions	7
12.	General	7

Schedules

1	Sponsorship Initiative	9
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October 12, 2021

This agreement is made on the

Between:

- (1) The Mayor's Office for Policing and Crime of City Hall, The Queen's Walk, More London, London SE1 2AA (the **Authority**); and
- (2) Metropolitan Police Friendly Society Ltd

Background:

- (A) The Sponsor wishes to enter into a sponsorship arrangement with the Authority.
- (B) The Authority shall accept the Sponsorship in accordance with Section 93 of the Police Act.
- (C) The parties have agreed the Sponsorship will be subject to the conditions set out in this Agreement.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

Agreement	means these terms and conditions (including any Schedule to it)
Commencement Date	means the date when this Agreement shall take effect as set out in Schedule 1 (Sponsorship Details)
Confidential Information	means all identifiable methodology, know-how, experience, data, databases, flow charts, reports, tables or other material produced in relation to this Agreement (including the negotiations leading to it) and any other information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated verbally, in writing, digitally, electronically or in any other form and whether or not expressly stated to be confidential) relating to a party including its operations, business, goods, suppliers and customers
Data Protection Legislation	means the laws and regulations that apply to the Processing of Personal Data including (without limitation and to the extent applicable): (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the EU GDPR; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

	(e) any replacement legislation coming into effect from time to time; and
	(f) any code of practice or other guidance issued by any applicable regulatory authority
Disclosing Party	for the purposes of Clause 9, the party disclosing Confidential Information and/or to whom Confidential Information relates
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data
Expiry Date	means the date when this Agreement shall expire as set out in Schedule 1 (Sponsorship Details)
Initiative	means the activity being undertaken by, or with, the MPS and which is supported by the provision of the Sponsorship, details of which can be found in Schedule 1 (Sponsorship Details)
Intellectual Property Rights	means all patents, trademarks, designs, copyright, database rights, semi-conductor topography 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
Materials	means any supplies or equipment employed in or produced by the Sponsor in connection with the Initiative and/or any publicity materials employed in or produced by the Sponsor in connection with the Sponsorship, including any publicity posters, leaflets, press releases, promotional videos or other written materials.
MPS	means the Metropolitan Police Service or any servant or agent of the MPS authorised to act on its behalf in respect of this Agreement. The MPS is the police force responsible for policing Greater London and is accountable to the Authority
Receiving Party	for the purposes of Clause 9, the party receiving Confidential Information of the other party
Sponsorship	means the support provided by the Sponsor in connection with the Initiative as described in Schedule 1 (Sponsorship Initiative)
UK GDPR	the EU GDPR as implemented in the United Kingdom by the European Union (Withdrawal) Act 2018.

1.2 In this agreement, unless the context otherwise requires:

- 1.2.1 any reference to a statute or code of practice or a provision of a statute or code shall be construed as a reference to that statute, code or provisions as amended, re-enacted or extended at the relevant time
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing
- 1.2.3 any reference to the singular shall include the plural and vice versa
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa
- 1.2.5 the headings are inserted for ease of reference only and shall not affect the construction of this Agreement
- 1.2.6 references to any party to this Agreement include its successors-in-title and permitted assignees
- 1.2.7 any reference to "written" or "writing" includes emails
- 1.2.8 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Provision of Sponsorship

- 2.1 In consideration of the Authority's obligations set out in this Agreement and the rights granted to the Sponsor under this Agreement, the Sponsor shall provide the Sponsorship to the Authority in accordance with the provisions of this Agreement.
- 2.2 The Authority accepts from the Sponsor the offer of a Sponsorship under Section 93 of the Police Act 1996.
- 2.3 The parties agree and acknowledge that acceptance of the Sponsorship does not make any of the obligatory or statutory functions of the Authority and MPS totally or partially dependent on the provision of Sponsorship.
- 2.4 The Sponsorship 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.
- 2.5 VAT will be applied to the Sponsorship in accordance with VAT Notice 701/41.

3 Rights and obligations

- 3.1 The Sponsor warrants and represents that as at the date of signature of this Agreement there is no conflict of interest over and above the subject and purpose of this agreement. The Sponsor shall notify the Authority of any actual or potential conflict of interest which may arise during the term of this Agreement.
- 3.2 The Sponsor shall provide the Sponsorship in accordance with the provisions set out in Schedule 1 (Sponsorship Details).
- 3.3 The Authority shall use the Sponsorship solely for the purposes of the Initiative.
- 3.4 Neither the Sponsor nor any agent acting for the Sponsor shall, or shall give the impression of, representing or being in any way connected with the Authority or the MPS other than by this Sponsorship Agreement in connection with the Initiative.

- 3.5 By accepting the Sponsorship neither the Authority nor the MPS endorses the business or any products of the Sponsor, although it is understood and agreed that the MPS may inform third parties that the Sponsorship from the Sponsor is being used by the MPS and the subsequent benefit to the Initiative.
- 3.6 Other than as expressly permitted under this Agreement, the Sponsor shall not use the Authority's or the MPS's name or logo without the prior written consent of the Authority and shall not:
- 3.6.1 make any press announcements or publicise the Sponsorship, this Agreement or its contents in any way
 - 3.6.2 use the MPS's or the Authority's name or brand in any promotion or marketing or announcement of orders
- without the prior written consent of the Authority.
- 3.7 Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the Sponsor and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.
- 3.8 For the avoidance of doubt, no rights of any kind other than those rights set out in this Agreement are granted to the Sponsor by the Authority, nor to the Authority by the Sponsor. 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.
- 3.9 The Sponsor shall not act in any way which:
- 3.9.1 is likely to be detrimental to the Initiative which has been organised by the Authority using the Sponsorship
 - 3.9.2 is likely to cause damage to the reputation of the MPS or Authority in the eyes of the general public
- 3.10 The Sponsor 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 Sponsorship, breach of this Agreement by the Sponsor or the Sponsor'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 a Sponsorship, the Sponsor agrees that the Authority will become the lawful owner of the equipment, materials or other items provided either by the Sponsor or purchased by the Authority with a monetary Sponsorship 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 Materials

- 4.1 When designing and preparing Materials, the Sponsor shall ensure that the:
- 4.1.1 name, logo or strapline of the Sponsor does not dominate or detract from the purpose of the Initiative
 - 4.1.2 materials do not contain any sales messages or advertising content
 - 4.1.3 materials are fit for purpose and conform to all applicable national and international standard

- 4.1.4 materials are produced, distributed, maintained and disposed of in an environmentally responsible manner
- 4.1.5 Authority's name and logo and/or the MPS's name and logo shall be used solely in accordance with the Authority's instructions
- 4.2 Sponsor shall not use, distribute or make the Materials available without first obtaining the prior written approval of the Authority to the design and content of the Materials.
- 4.3 Any Intellectual Property Rights in the Materials shall vest in the party creating it and if created jointly shall be owned jointly. Subject to Clause 4.2, either party shall be entitled to use the Materials in the manner anticipated by the parties in pursuing the Initiative and/or the Sponsorship. Either party may use the Materials for activities that are not connected with the Initiative and/or the Sponsorship with the consent of the other party, not to be unreasonably withheld.

5 Term and Termination

- 5.1 This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue until the Expiry Date, when this Agreement shall automatically terminate.
- 5.2 The Authority reserves the right to terminate this Agreement with immediate effect at any time on giving written notice to the Sponsor. At this time the Sponsor must terminate any marketing or public announcements regarding the Sponsorship. Should for whatever reason the Authority terminate during the Term of the Agreement the resale price of the vehicle less any selling costs will be returned to the Sponsor. In addition the Authority shall return any surplus funds held for maintenance and fuel.
- 5.3 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and in the case of a breach capable of remedy, fails to remedy that breach within 30 days after being served with a written notice specifying the breach and requiring it to be remedied.
- 5.4 Upon termination, the Sponsor shall immediately withdraw all Materials from public circulation.
- 5.5 Depending on the reason for termination, the Authority shall return any unused Materials to the Sponsor within 30 days, where the value of the Materials exceeds the cost of returning the Materials.

6 Corruption, gifts and payment of commission

- 6.1 The Sponsor shall not:-
 - 6.1.1 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
 - 6.1.2 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

- 6.2 Any breach of Clause 6 by the Sponsor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Sponsor) or the commission of any offence by the Sponsor or by anyone employed by the Sponsor or acting on its behalf under 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 Sponsor for any loss, liability, damage, cost or expense associated with such termination.

- 6.3 Where legally possible and without causing negative impact to any investigation, the Authority will enter into frank discussions with the Sponsor if it believes any breach of Clause 6 has occurred. However, the Authority shall have the right to ultimately and 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.

7 Confidentiality

- 7.1 Subject to Clause 9.1, the Receiving Party undertakes to the Disclosing Party that:

- 7.1.1 it shall treat and safeguard as private and confidential all Confidential Information
- 7.1.2 it shall only use the Confidential Information to the extent that such use is necessary for the purposes of performing its obligations or exercising its rights under this Agreement
- 7.1.3 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient
- 7.1.4 it shall ensure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and observes the terms of this Clause 7.1 as if that person had given the undertakings contained in this Clause 7.1 directly
- 7.1.5 it shall immediately upon written request by the Disclosing Party deliver to the Disclosing Party a list of all individuals to whom the Confidential Information has been disclosed

- 7.2 The provisions of Clause 7.1 above shall not apply to any Confidential Information to the extent that such Confidential Information:

- 7.2.1 is publicly available or becomes publicly available through no act or omission of the Receiving Party
- 7.2.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party
- 7.2.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure
- 7.2.4 was created independently by the Receiving Party, without access to the Confidential Information, as demonstrated by documentary evidence to the reasonable satisfaction of the Disclosing Party
- 7.2.5 is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority provided that (to the extent it is permitted to do so) the Receiving Party gives all reasonable notice of that disclosure to the Disclosing Party

8 Data Protection

- 8.1 The parties agree to fully comply with all Data Protection Legislation but also acknowledge and agree that no Processing of Personal Data (as defined in the Data Protection Legislation)

is to take place in furtherance of this Agreement unless and until the parties have complied with the provisions of the Clause 8.2 below.

- 8.2 Notwithstanding the above, in the event either party becomes aware of any need for or believes that Processing of Personal Data is to occur by either party, that party shall notify the other with immediate effect and the parties shall ensure that no Processing of Personal Data takes place until sufficient data processing clauses (as determined by the Authority) are in place (whether by variation to this Agreement or by way of separate data processing agreement) between the parties.

9 Freedom of information

- 9.1 The Sponsor acknowledges that:

9.1.1 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

9.1.2 the name of Sponsors, the resources provided including the value and the purpose of any Sponsorship is published through the publication scheme

9.1.3 full details of the Sponsorship and this Agreement may be disclosed by the Authority pursuant to the Freedom of Information Act 2000

10 Transparency

The Sponsor acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011, as amended. The Sponsor gives consent to the Authority to publish the contents of this agreement and information regarding amounts paid by the Sponsor 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.

11 Additional terms and conditions

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 in writing and incorporated into this Agreement at a later date.

12 General

- 12.1 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.

- 12.2 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.

- 12.3 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.
- 12.4 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 MPS and effect.
- 12.5 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.
- 12.6 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 12.7 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.
- 12.8 Nothing in this Agreement shall prevent the Authority from undertaking any competitive process to source and secure a comparable product in the future. Nothing in this Agreement shall provide the Sponsors with any presumption or likelihood of success during any procurement process undertaken by the Authority.
- 12.9 Nothing in this Agreement shall be seen as offering or providing any exclusive opportunity to the Sponsor.
- 12.10 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.

This agreement has been signed on the date appearing at the top of page 1.

**Signed by Mayor's Office for Policing and Crime
for**

Signature of the MOPAC representative

Schedule 1 Sponsorship Initiative

TERM	
Commencement Date:	Date of signing
Expiry Date:	5 years after the date of signing or the delivery date of the vehicle whichever is later
SPONSOR	
Name:	Metropolitan Police Friendly Society Ltd

TERM	
Address:	***** *****
Contact:	***** *****
Telephone No:	Switchboard: ***** ***** Direct: *****
E-mail:	****.*****@mpfs.org.uk
THE SPONSORSHIP	
Details of the Sponsorship:	The Sponsorship will be used to purchase a vehicle for use by the Taskforce Wellbeing Dog initiative. The Sponsorship will pay for the purchase, maintenance and installation of the Sponsor's logo on both rear doors of the vehicle. During the term of the agreement the Authority will be responsible: • Insurance • Loss, damage and unfair wear and tear, and • Fuel costs The sponsorship is £39,132
	The Authority grants permission for the Sponsor to use images of both the sponsored vehicle and the wellbeing dog for press releases.
TERM	
The Initiative:	The Sponsorship will assist with the Taskforce Wellbeing Dog initiative by providing transport for Dexter the dog and his handler. This initiative was set up to help MPS officers, staff and blue light partners to serve as a distraction help signpost the mental health support available for those officers and staff that were tasked with the challenging role of being the Mets response to the Covid19 pandemic. The Wellbeing dog was also used as part of the Taskforce mental health awareness week. Due to the popularity and success of the use of a therapy dog, in conjunction with Blue Light Champions the Wellbeing Dog scheme was established. Over the term of the agreement the vehicle will be used to transport Dexter and future therapy dogs, to venues to support officers and staff across the MPS.

Certificate Of Completion		Status: Completed
Subject: Please DocuSign: Section 93 - Sponsorship Source Envelope: Document Pages: 12	Agreement Metfriendly part signed.docx	Envelope Originator:
	Signatures: 1	
Certificate Pages: 1	Initials: 0	Dawn Mills
AutoNav: Enabled	)	****.****@met.police.uk
EnvelopeId Stamping: Enabled		IP Address:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		
Record Tracking		
Status: Original 10/11/2021 11:15:09 PM	Holder: **** *	Location: DocuSign
Signer Events	Signature	Timestamp
**** *	**** *	Sent: 10/11/2021 11:18:30 PM
****.****@met.police.uk		Viewed: 10/12/2021 1:26:15 AM
Head of Commercial - Income Metropolitan Police Service	Signature Adoption: Pre-selected Style	Signed: 10/12/2021 1:26:20 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2021 11:18:30 PM
Certified Delivered	Security Checked	10/12/2021 1:26:15 AM
Signing Complete	Security Checked	10/12/2021 1:26:20 AM
Completed	Security Checked	10/12/2021 1:26:20 AM
Payment Events	Status	Timestamps