

Notes: These notes are for guidance only and do not form part of this template Agreement and should be removed before use of the Agreement.

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1. **General**

This template is for use with a Professional Fundraiser (as defined below) to recruit individuals who make donations to a Charity.

arrangement with a "Professional Fundraiser" to recruit individuals who make donations to a Charity.

2. **Face to face and other methods of recruitment**

The particular example of "face-to-face" donor recruitment included in the Schedule is a fundraising business engaged by a Charity to secure monthly donations to the charity. The nature of this engagement is being regarded under charity law as a "Professional Fundraiser" in this case. However, a variety of other situations involving recruitment by a Charity can amount to the fundraising business being engaged by a Charity can be taken.

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3. **Statement required by charity**

A statement is required by the Professional Fundraiser to be made to donors about the fundraising business. The Schedule gives some examples of typical wording which the parties will need to agree in writing. The examples are only illustrative: the parties will need to agree legally appropriate wording in the Agreement or separately) on the Professional Fundraiser.

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4. **Fees**

The main body and Schedule 1 include some basic suggested provisions about fees, but they will be negotiated by the parties. The Schedule includes a fee structure or formula, and in particular a provision that the Professional Fundraiser will actually pay to the Charity. The Charity would typically agree to pay the Professional Fundraiser a fee for each new donor recruited but the fee will be proportionate to the benefit to the charity reasonably expected from the donor. The Charity would typically agree to pay the Professional Fundraiser a fee for each new donor recruited but the fee will be proportionate to the benefit to the charity reasonably expected from the donor. The Charity would typically agree to pay the Professional Fundraiser a fee for each new donor recruited but the fee will be proportionate to the benefit to the charity reasonably expected from the donor.

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5. **Data protection (see also Schedule 2)**

In the course of carrying out the fundraising business, the Professional Fundraiser will process personal data on behalf of the Charity. Under the UK GDPR, the Charity (as the "Data Controller") and the Professional Fundraiser (as the "Data Processor") will each have legal responsibilities to the Information Commissioner (as the "Data Processor") and the Charity (as the "Data Controller") and the Professional Fundraiser (as the "Data Processor") will each have legal responsibilities to the Information Commissioner (as the "Data Processor") and the Charity (as the "Data Controller").

Causes" below)

and other programmes where the Professional Fundraiser processes personal data on behalf of the Charity (as the "Data Processor") and the Charity (as the "Data Controller") will each have legal responsibilities to the Information Commissioner (as the "Data Processor") and the Charity (as the "Data Controller").

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6. **Negotiation**

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ure by either of them, the Charity will be legally
the Professional Fundraiser is at fault, it will also
order to seek to avoid such a breach occurring
sure, culpability, and the effects of a breach
ould ensure that there are suitable extensive and
out data protection in its Agreement with its
actical security measures are taken by both the
draiser. There have been cases where the
d an organisation heavily as a result of a data
ws fines to be levied against a data controller or
ncial limit for various breaches of the legislation.
led contract provisions about data security in a
now greater than ever. With this in mind, and to
ave included such detailed provisions in this

Professional Fundraiser

Professional Fundraiser puts forward its own form
wish to accept a form of document put forward by
might wish to use this template as a checklist of
extract from it and include in the Professional
certain key provisions required by the charity.

y on a business of the type described in Recital
nevertheless solicits money/property for benefit of
al Fundraiser” as defined by Charity Law, but the
not extend to engaging such a person.

n brackets in Recital “(5)” and all of Clauses 8-14
on that the Fundraiser will process Personal Data
who are donors or potential donors) on behalf of

be added where the parties agree that in certain
nd of a fee or the replacement by the Fundraiser
l. For example, where the Charity pays the
ng a donor but for whatever reason the donor
e any payment is made, or he does not actually
es less in total than a sum (“donor default”) which
er have pre-agreed is to be a minimum amount
wish to include provision in the Agreement for a
a Charity and Fundraiser will instead agree that
ndraiser will, without any further fee, recruit a
if that replacement donor also “defaults”, the
. The details of such arrangements will need to
e Agreement.

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PROFESSIONAL FIDUCIARY AGREEMENT

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<<Name of Client>>

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THIS PROFESSIONAL FUNDRAISER AGREEMENT is made

BETWEEN:

- (1) <<Name of Professional Fundraiser>> [a company registered in England and Wales with company number <<Company Registration Number>> whose registered office is at <<insert Address>>] [OR <<insert Address>>] (“the Fundraiser”); and
- (2) <<Name of Charity>> [a company registered in England and Wales with company number <<Company Registration Number>> whose registered office is at <<insert Address>>] and a charity [registered at the Charity Commission of England & Wales under number <<insert Charity Registration Number>>] [also styled <<insert any short form name used>>] (“the Charity”).

WHEREAS:

- (A) The Charity wishes to raise funds from individuals (both individuals and companies) for its charitable objects, and specifically to arrange for the Programme detailed in the Schedule (“the Programme”) and the Fundraiser has skills, background and experience to undertake the Programme and provide fundraising services.
- (B) The Fundraiser is willing to undertake the Programme and the Charity is willing to appoint the Fundraiser to undertake the Programme and the Fundraiser is willing to advise or assist the Charity as to how the Charity might raise funds for the Programme.
- (C) The principal objective of the Programme is for the Charity to receive donations of [money] [and/or] [other property] for the Programme by means of the methods set out in the Schedule. The details of the methods to be given or applied for the benefit of the Charity and the details of the methods to be given or applied are set out in the Schedule. No other body other than the Charity will benefit from the Programme.
- (D) The Fundraiser [is registered with the Fundraising Regulator as a fund-raising business, namely a business carried on primarily for the purposes of raising money for charitable, benevolent or philanthropic purposes, and, the Fundraiser is engaged in soliciting or otherwise procuring money for the Programme and in relation to the Charity, the Fundraiser is a fund-raiser as defined under Charity Law.
- (E) This Agreement is entered into to comply with the Consumer Protection (Distance Selling) Regulations 2002.
- (F) The Charity is the beneficial owner of the Charity Logo.

1. Definitions

"Agreement"	means this Agreement	
"Charity Law"	means the Charities Act 2006 and the Charities (Fundraising) Regulations 2016 and the Charities (Fundraising) Regulations 1994 (as amended by the Charities (Fundraising) (Amendment) Regulations 2016)	by the Charities Act 2006 and the Charities (Fundraising) Regulations 2016 and the Charities (Fundraising) Regulations 1994 (as amended by the Charities (Fundraising) (Amendment) Regulations 2016)
"Charity Logo"	means the logo of the Charity [including any trademark no. <<insert trademark no. <<insert registered proprietor>>] owned by the Charity]	registered as a trademark of the Charity is the beneficial owner of the rights in which are

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“Charity Name”	means the Charity’s n	
“Data Protection Legislation”	means all applicable United Kingdom ap including, but not lim General Data Protec GDPR”), as it forms Scotland, and North European Union (Wit 2018 (and regulation Electronic Communic	time to time in the ction and privacy law version of the 016/679) (the “UK England and Wales, section 3 of the Data Protection Act and the Privacy and as amended;
“Expiry Date”	means the end of the Programme will term Agreement;	ate upon which the n the terms of this
“Fundraising Scheme”	means the Code of Regulator;	of the Fundraising
“Good Practice Requirements”	means all such pract most or all reputable good practices includi namely ensuring that <ul style="list-style-type: none"> (i) is carried out i intrude on the are being solic (ii) does not invo approaches to (iii) does not res persons to dor (iv) does not invo representation urgency of an or about any u the Charity, finances of the (v) does not invo misleading sta (vi) is in accord Fundraising S For the purpose of th people and other mer	o time regarded by s and charities as following practices, s not unreasonably s from whom funds s reasonably persistent ; being placed on false or misleading ner the extent or part of the Charity ed are to be put by achievements or sions of any other provisions of the ncludes vulnerable
“Intellectual Property”	means intellectual pr party or which the pa patent application, kn registered design, c intellectual or comme	absolutely to any cluding any patent, remark application, t or other similar
["Key Performance Indicators”	means those service the Schedule];	etailed in Part 1 of
“Personal Data”	means “personal data	DPR;
“Personal Data Breach”	means disclosure, th alteration, access, or accidental, deliberat processing of Person not specifically author	r destruction of, or nal Data, whether unlawful, or any n incident is either not pursuant to the

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	provisions	
“Programme”	means the activities to be carried out as detailed in the Schedule to the Agreement	the programme comprising the activity or activities to be carried out by the Fundraiser for the Charity as detailed in the Schedule and on the terms of this Agreement
“Solicit”	means to solicit, whether expressly or impliedly, a person to contribute to the solicitation	whenever, whether expressly or impliedly, soliciting directly to a person to whom the Fundraiser is solicited by means of a written statement;
“Solicitation Requirements”	means the requirements of applicable Charity Law which require the Fundraiser to accompany any written statement of solicitation with a written statement	requirements of Charity Law which require the Fundraiser to accompany any written statement of solicitation with a written statement; and that the Fundraiser must accompany any written statement of solicitation with a written statement;
"Term"	means the period of time specified in the Agreement	the Term of the Programme as described in this Agreement
“Territory”	means [England and Wales] or any part/s of the United Kingdom	[England and Wales] or any part/s of the United Kingdom] [define other territories]
“Written Statement”	means a written statement of solicitation which complies with the requirements of the Charity Law for which the Fundraiser is solicited, which clearly indicates: <ul style="list-style-type: none"> (i) the name of the Charity; (ii) the Fundraiser's remuneration or sum to be determined; and (iii) in the event that remuneration or sum, if any, is to be determined, when the statement is made, the estimated remuneration or sum, calculated as reasonably possible in the circumstances, to be determined. 	complies with Charity Law for which the Fundraiser is solicited of which are agreed between the Charity and the Fundraiser, which clearly indicates: <ul style="list-style-type: none"> (i) the name of the Charity; (ii) the Fundraiser's remuneration or sum to be determined; and (iii) in the event that remuneration or sum, if any, is to be determined, when the statement is made, the estimated remuneration or sum, calculated as reasonably possible in the circumstances, to be determined.

2. Term of Programme

The Term of the Programme will run for [number] months] subject to any earlier termination

3. Responsibilities of the Fundraiser

The Fundraiser undertakes to and cover

- 3.1 carry out and complete the Programme during and by the end of the Term and in accordance with the Key Performance Indicators detailed in Part 1 of the Schedule to the Agreement, agreeing to pay the fees to the Funder in accordance with Clause 5.2;
- 3.2 at all times use reasonable care and skill and work diligently and regularly to Solicit and raise donations for the Charity;
- 3.3 at all times and in all respects comply with the provisions of Charity Law (and any other applicable law) (including but without limitation to the foregoing) make and retain copies in legible form on request and at all reasonable times for the purpose of this Agreement [(and the Charity may request copies of any such books, documents or records)] [and the Funder may request copies of any such books, documents or records] [and the Funder may request copies of any such books, documents or records] for inspection by any funder of the Charity;

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benefit of the Charity the goodwill associated with the [Charity Logo] [and] [other Intellectual Property], and not damage to the [Charity Logo] [or other Intellectual Property], or the Charity's name or reputation;

without the Charity's prior written consent:

3.5.1 [Charity Name] shall not engage in any form of fundraising for the Charity other than as set out in clause 3.5.1; or

3.5.2 [Charity Name] shall not engage in any form of fundraising as part of the Programme outside the Territory specified in the Schedule; and

3.5.3 [Charity Name] shall not solicit or request donations of money or other property by means of any telephone, the internet, or direct marketing;

3.6 [Charity Name] shall not engage in any form of fundraising similar to the Programme within the [Territory] OR [England and Wales] OR [United Kingdom] OR [<<define other part/s of the Territory>>] OR [any other territory] if that charity operates within that territory in the course of its normal business activity as the Charity];

3.7 [Charity Name] shall not engage in any form of fundraising that is not related to the activities of the Charity;

3.8 [Charity Name] shall ensure that it has sufficient resources to carry out the Programme properly, including employing employees, servants, consultants and agents of the Charity and other persons for the purpose of raising donations for the Charity who are suitably trained and supervised in relation to the Programme;

3.9 [Charity Name] shall ensure that it complies with the minimum legal and other Requirements applicable to the Fundraiser (whether or not a Fundraiser) and that potential donors that donations of money or other property (including those potential donors are to be given to or received by the Charity) by accompanying such representations with the Charity's name as defined above and must make the Written Representation to the donor before he gives a donation;

3.10 [Charity Name] shall ensure that in the Programme, use only such materials as have been reviewed and approved by the Charity;

3.11 [Charity Name] shall ensure that any artwork used by the Fundraiser in connection with the Programme shall include the [Charity Name] [and] [Charity Logo]. The Charity [Name] [and] [Charity Logo] shall at all times be accompanied by the Charity's charity registration number (England & Wales). All artwork bearing the Charity's name or logo must have the Charity's final approval before it is produced;

3.12 [Charity Name] shall ensure that in the Programme, the following:

3.12.1 [Charity Name] shall ensure that it obtains all permits, certificates, notifications and other approvals required by law, the local authorities, police or Charity Commission, as applicable, the local authorities, police or Charity Commission, as applicable, and as required by law;

3.12.2 [Charity Name] shall ensure that it attaches to such permits; and

3.12.3 [Charity Name] shall ensure that it sends to each donor with a welcome pack and a positive impression of the Charity;

3.12.4 [Charity Name] shall ensure that it provides a free phone donor helpline for all enquiries;

3.12.5 [Charity Name] shall ensure that it sends to each donor a card to thank them for their gift and to provide quality information about the Charity;

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3.12.6 validating the [Name] and send the advance notice to the donors for d

3.13 abide by all reasonable instructions given from time to time by the Charity, in part (ion) as to how the Charity [Logo] [Name] is to be used in connection with the carrying out the Programme;

3.14 abide by the Fundraiser's Good Practice Requirements;

3.15 as required by the Charity, in connection with the Fundraiser's activities, to identify, protect vulnerable people and other members of the public from the behaviour referred to below by the Fundraiser is to protect all such persons>>;

The "behaviour" means:

3.15.1 unreasonably intruding on the privacy;

3.15.2 making unauthorised approaches for the purpose of soliciting or offering to give money or other property;

3.15.3 placing undue pressure on any person to give money or other property;

3.16 provide all necessary assistance to enable the Charity to meet its duty under the Fundraiser's compliance with Sub-clauses 3.14 and 3.15;

3.17 as required by Part 2 of the Act, to provide to the Charity during and at the end of the Term of the Fundraiser's performance a report in reasonable detail in respect of the Fundraiser's performance [with reference to the Key Performance Indicators in the Schedule]] [; and

3.18 maintain registration with the Regulator at all times during the Term.]

4. **Responsibilities of the Charity**

The Charity:

4.1 will agree the form of the materials with the Fundraiser to ensure that it complies with the Fundraiser's Good Practice Requirements;

4.2 will agree the form of the materials with the Fundraiser to be used by the Fundraiser in connection with the Programme;

4.3 hereby grants the Fundraiser a non-exclusive, non-transferable sub-licence to use the [Charity Name] in the Territory in all materials associated with the Programme to allow the Fundraiser to represent itself as operating on behalf of and for the benefit of the Charity;

4.4 will work in cooperation with the Fundraiser, as reasonably required, to support the Programme; and

4.5 will monitor both the Fundraiser's compliance pursuant to Sub-clause 3.14 and the Charity's compliance pursuant to Sub-clause 3.15 with the duty to protect people from the behaviour referred to above. The Charity will monitor that compliance by the Fundraiser and will apply here the arrangements to apply to enable the Charity to meet its duty.

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5. Financial Provisions

5.1 The Fundraiser shall, in accordance with the terms and covenants with the Charity, to:

5.1.1 pay to the Charity, without any deduction or set-off, as specified in the Schedule, the amount of any donations received;

5.1.2 pay to the Charity <<act>> at the Charity no later than 14 days after the end of the month of the amount of donations that have been received;

5.1.3 pay to the Charity the amount of donations as soon as practicable after the receipt of the same by the Fundraiser and shall do so by no later than 28 days after the receipt in the case of each amount received. It shall be the duty of the Fundraiser to:

(a) keep account as follows:

(i) the amount of Charity>>

(ii) the number>>

(iii) the name of Fundraiser>>

(iv) the date of receipt>>];

(b) to the Charity;]

5.1.4 The Fundraiser shall not dispose of or otherwise dispose of any property other than money, either to the Charity (or other officer nominated by the Charity) or to any other person in accordance with any instructions given for the purpose by the Charity, until such instructions shall be securely stored.

5.1.4 The Fundraiser shall, from the Charity at any time, provide a detailed account in relation to any monies or other property received by the Fundraiser for the benefit of or otherwise falling to be accounted to the benefit of the Charity;

5.2 In relation to the carrying out and completing the Programme in accordance with the terms and covenants, the Charity will pay the following fees to the Fundraiser:

EITHER

[£<<amount>>] plus VAT per donor recruited [subject to Sub-clause 5.2.2];

OR

[the total amount of the Programme] fixed fee amount>> plus VAT;]

OR

[£<<amount>>] plus VAT per [<<hour>>] OR <<day comprising 7 days>> of work which the Fundraiser certifies to have been completed in accordance with the Programme provided that the total amount of the Programme <<insert total amount>> will not be payable without

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written approval of
additional work;]

before the Fundraiser carrying out

5.3 The Fundraiser will
issue an invoice to
for all and any fees
connection with the

after the end of the Programme,
valid VAT invoice where applicable)
and payable to the Fundraiser in

5.4 The Charity will not
issued in accordance
the Fundraiser][elec
5.7] any deduction of

receipt of the Fundraiser's invoice
the invoice by [cheque made out to
er], without [subject to Sub-clause

5.5 [Save as stated in
expenses of carrying

each party shall bear the costs and
for this Agreement; [and]

5.6 [The Charity will
expenses of carrying
Schedule. Those ex
written evidence th
the Charity; and]

raiser those [types of] [specific]
which are described in Part 3 of the
bursable against receipts, or other
occurred as reasonably required by

5.7 [<<Insert any provi
and/or to require
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d by Fundraiser of fees paid to it
replacement donors where the
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6. **Confidentiality**

6.1 Each party ("first p
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other party to treat as secret and
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ations under this Agreement, any
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party from a third party, who on
, claims to have no obligations of
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st party; or

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of a court of competent jurisdiction.

6.3 Neither party may
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7. Intellectual

7.1 If the Fundraiser authorises the Fundraiser to use, the [Charity Name] [or other Intellectual Property of the Charity] (including the Charity by virtue of Sub-clause 7.3) then in doing so, the Fundraiser agrees and undertakes that:

7.1.1 The Intellectual Property shall at all times be maintained in strict confidence and shall only be used by the Fundraiser only in connection with the purposes of carrying out the Programme;

7.1.2 The Fundraiser shall ensure that the Intellectual Property being a valuable asset of the Charity, it shall not be assigned, sold, transferred, licensed, or otherwise used of the same to any person for any reason or without the prior consent of the Charity as appropriate or as set out in the Agreement;

7.1.3 The Fundraiser shall not permit any act or thing to be done in derogation of the Charity's Intellectual Property either during or after the Term;

7.1.4 The Fundraiser shall not after the Term in any way dispute or impugn the right of the Charity thereto or any person whom the Charity may permit to use the same both during the Term and after the Term;

7.1.5 The Fundraiser shall not on any website a hyperlink to the Charity's website without the prior consent which may be later revoked, in which case the Fundraiser shall procure that the hyperlink is removed within the time specified in the Charity's instructions to do so; and

7.1.6 The Fundraiser shall after the Term it shall forthwith discontinue use of the Charity's Intellectual Property [Name] and any other Intellectual Property of the Charity and shall not directly or indirectly, thereafter operate or do anything that might tend to create the impression that it is in any way associated with the Charity.

7.2 Where the Fundraiser designs any materials for the Programme, the Fundraiser shall indemnify the Charity against all liability, loss, damages, claims, costs and expenses (including legal costs) arising out of any claim in respect of the material (actual or alleged) by any of that material of any other proprietary rights of any third party whether registered or unregistered in the relevant jurisdiction where.

7.3 **EITHER** the Fundraiser shall warrant that IP rights in material produced by the Fundraiser for the Programme are to belong to the Fundraiser)

7.3.1 The Fundraiser shall warrant that the Fundraiser does and will own all IP rights in all materials designed by the Fundraiser, and that all materials are designed specifically for the Programme;

7.3.2 Alternatively, the Fundraiser shall warrant that the Fundraiser shall assign to the Charity any such materials for use by the Fundraiser in connection with the Programme, the Charity agrees that such assignment shall only be as a non-exclusive licensee and as a licensee for the purposes of the Programme.]

OR the Fundraiser shall warrant that IP rights in material produced by the Fundraiser for the Programme are to belong to the Charity

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7.3.3 [The Charity Intellectual Property of the Fundraiser

fundraiser does and will own all designed by the Fundraiser which specifically for the Programme.

7.3.4 If the Fundraiser in relation to the Programme those materials and as reasonably

Charity, for use by the Charity in materials not designed specifically for the Charity agrees that such use of only be as a non-exclusive licensee purposes of the Programme.

7.3.5 The Fundraiser in all materials designs specifically

Charity will own all Intellectual Property Fundraiser which the Fundraiser [ne.]

7.4 The Fundraiser will reasonably needs the Programme other than writing are to be provided

All those materials that the Charity Fundraiser's carrying out of the which the parties specifically agree in

8. Data Protection - General

8.1 The Charity and the Fundraiser of the Data Protection Programme;

Charity and agree that for the purposes Charity is the Data Controller and the Personal Data in relation to the

8.2 The Fundraiser warrants

8.2.1 comply at all times out in the Data Protection Personal Data

the data protection requirements set out in the Data Protection and in particular process all Data Protection Legislation;

8.2.2 not carry out the Agreement in the Charity Fundraiser in relation to Personal Data regulations,

perform its obligations under this Agreement, or in such a way as to cause the obligations applicable to the Data Protection Legislation (or, in other applicable laws, enactments, or other similar instruments); and

8.2.3 ensure that appropriate measures as specific measures Personal Data loss, damage the potential current state those measures

adequate technical and organisational measures (including, but not limited to, the measures of the Schedule) to protect the Personal Data from unlawful processing, accidental loss, damage measures shall be proportionate to such events taking into account the technology and the cost of implementing

8.3 In this Agreement, "data controller", "data processor", and "personal data" shall have the meaning defined in Article 4 of the UK GDPR

"data subject", "data controller", "data processor" shall have the meaning defined in

9. Data Protection - Provisions to Programme commencement

Documents, etc by Fundraiser prior to commencement of the Programme

The Fundraiser undertakes to provide the Charity with

Documents, etc by Fundraiser prior to commencement of the Programme required by the Charity:

9.1 provide a written description of the Fundraiser's technical and organisational measures (including those set out in Part 6 of the Schedule) referred to in

Documents, etc by Fundraiser prior to commencement of the Programme of the Fundraiser's technical and organisational measures referred to in Part 6 of the

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9.2 produce to the Charity at any time as necessary, and provide to the Charity the Fundraiser's Policy (and updates) on dealing with Personal Data Breach Information security breaches, and make such amendments as reasonably requested by the Charity at any time;

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9.3 notify the Charity immediately if the Fundraiser becomes aware of any advanced methods of working which mean that any information security measures of the Fundraiser, or any information security measures of the Charity which has previously notified to the Fundraiser, should be reviewed;

9.4 at the time of signing the Personal Data Protection Agreement, the Fundraiser shall provide reasonable evidence that in relation to the Charity it can comply with all of its obligations under this Agreement and its applicable obligations under the Data Protection Legislation.

10. Processing

The Fundraiser shall

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10.1 unless prohibited from doing so by law (in which case the Fundraiser shall process the Personal Data unless prohibited from doing so by law), process the Personal Data in a secure and confidential manner, and in such a manner, as is necessary for the purposes of the Charity's Agreement and only in accordance with the provisions of this Agreement, and not process the Personal Data for any other purpose;

10.2 maintain accurate records of all processing activities of Personal Data and organisational measures implemented, as necessary to demonstrate compliance with the provisions of this Agreement, and make such records available to the Charity and/or any party designated by the Charity;

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10.3 promptly respond to any request (pursuant to Clause 15.4 or otherwise) from the Charity or any individual to amend, transfer, delete, dispose of or return the Personal Data, unless required not to do so by law;

10.4 collect, store, use and disclose the Personal Data on behalf of the Charity

EITHER
[in such a manner as the Charity may specify at any time;]

OR
[in such a manner as is set out in the Schedule;]

OR
[on the basis of the Schedule. The Fundraiser may not modify or alter the Schedule without the prior written consent of the Charity;]

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OR
[on a basis as set out in the Schedule. The Fundraiser may not modify or alter the Schedule without the prior written consent of the Charity;]

10.5 in all cases where the Fundraiser processes Personal Data, do so only with express consent of the Charity, specifying how, by whom, and the purpose for which, it will be processed, and to the data subject a data protection notice which states that the Charity is the Data Controller, the identity of the representative the Fundraiser may have appointed, the purposes for which their Personal Data will be processed and any other information required by law.

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other information
circumstances in w
respect of the data s

having regard to the specific
processed to enable processing in

10.6 hold the Personal D
of it other than for t
permit the disclosu
without the prior writ

vidence, not make or allow any use
ment, and not transfer, disclose or
Personal Data to any third party
subject or the Charity;

10.7 not transfer any P
consent of the dat
conditions are satisf

the UK without the prior written
y and only then if the following

10.7.1 the Charity
for the trans

ave provided suitable safeguards

10.7.2 affected dat
remedies;

ceable rights and effective legal

10.7.3 the Fundrais
Legislation p
Personal Da

gations under the Data Protection
level of protection to any and all

10.7.4 the Fundrai
advance by
Data; and

reasonable instructions given in
to the processing of the Personal

10.8 collect only the type

ified by the Charity.

11. **Data Protection - Third pa**

The Fundraiser undertakes

11.1 at the request of the
to comply with the e
Legislation;

operate reasonably with the Charity
person under the Data Protection

11.2 immediately notify t
co-operation, in re
received by the Fur
party's compliance v

the Charity with full assistance and
nplaint, notice or communication
ssing of Personal Data or to either
Legislation; and

11.3 assist the Charity a
from data subjects
Protection Legislati
assessments, and
(including, but not li

esponding to any and all requests
raiser's compliance with the Data
urity, breach notifications, impact
ervisory authorities or regulators
(Commissioner's Office).

12. **Data Protection - unlawfu**

of Personal Data

The Fundraiser undertakes

12.1 notify the Charity
Personal Data Brea

ndraiser becomes aware of any

12.2 where a Personal
investigate the brea
breach;

notify the Charity immediately,
n report to the Charity about the

12.3 to provide the rep
required by the Ch
Data Breach, the ci
any actions which t
Charity), having pro

12.2 within such timescale as is
t sufficient details of the Personal
l such other information (including
should be taken by it and/or the
4 below, such that the Charity can

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properly investigate any Personal Data Breach;

12.4 take appropriate steps to report it pursuant to Clause 12.2 that a response to the Personal Data Breach might include the Char

12.4. implementing a recovery plan and, where necessary, the limitation;

12.4. associated with the Personal Data Breach in any event, including any adverse consequences for individuals, how these are, and how likely they are to happen;

12.4. determining which people should be notified about the breach, including informing people about the Personal Data Breach and how to do so (such people to include potentially the Charity; the Information Commissioner's Office; the Charity Commission; the police, or other third parties);

12.4. the causes of the Personal Data Breach;

12.4. the effectiveness of the response to it; and

12.4. the policies and procedures; and

12.5 take appropriate steps if the Charity requires it to take to implement any aspects of the Charity's data protection policy that the Charity decides should be taken in relation to any such breach;

13. **Data Protection of Employees**

13.1 The Charity shall ensure that access to the Personal Data is limited to:

13.1. employees who need access to the Personal Data to meet their duties under this Agreement; and

13.1. any other person who has access by any employee, such part or parts of the Charity as is strictly necessary for performance of that duty;

13.2 The Charity shall ensure that all of its employees:

13.2. are aware of the confidential nature of the Personal Data;

13.2. are trained in the laws relating to handling Personal Data;

13.2. understand their Fundraiser's duties and their personal duties and obligations under applicable laws and this Agreement; and

13.2. are instructed to keep the Personal Data confidential.

13.3 The Charity shall take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Data.

13.4 The Charity shall be responsible for ensuring that all of its employees understand their obligations and duties under applicable laws and this Agreement in relation to Personal Data.

14. **Data Protection of Contractors**

EITHER

[The Fundraiser shall ensure that the Charity does not contract any of its obligations with respect to the processing of Personal Data under this Agreement or authorise any third party to process any Personal Data on its behalf]

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OR

[The Fundraiser shall not respect to the processing written consent of the Charity in the event that the Fundraiser a

14.1 enter into a written the sub-processor for the in respect of Personal Fundraiser and the

14.2 ensure that the sub agreement and the

15. **Termination**

15.1 If either:

15.1.1 the Fundraiser seven days any of its [remedy that notice of such or is in [mat Agreement v

15.1.2 the Fundraiser makes any assignment receiver, ad part of its a bankruptcy becomes ins liquidation p

15.1.3 the Fundraiser hereof witho assign, tran Intellectual claim to any Intellectual P

15.1.4 in the reason the Fundrais or

15.1.5 if the Fundra Charity, doo disrepute; or

15.1.6 any Key Ind personally a period and is the Charity (remedy) at i written notice or in equity hereunder.

15.2 In the event of any

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obligations to a sub-processor with this Agreement without the prior (to be unreasonably withheld). In the event that the Fundraiser shall:

sub-processor, which shall impose on the Fundraiser and which shall permit both the obligations; and

comply with its obligations under that [on.]

due to the Charity for a period of 30 days if payment or is in [material] breach of this Agreement and fails to remedy within 30 days after written notice by the Charity to the Fundraiser, or is in [material] obligations under this Agreement which are not capable of remedy; or

ceases to carry on business or enters into any arrangement with, or any conveyance or assignment to, or purports to do so or has a receiver or administrator appointed over any of its assets, becomes bankrupt or has a petition presented against him or, being a company, is wound up or has a resolution to be wound up or has a receiver appointed; or

assigns or purports to assign this Agreement and/or the benefits thereof to any person other than the Charity or attempts to otherwise dispose of any of the assets of the Charity annexed thereto or asserts any claim to any of the Charity's assets;

acts in a way which, in the opinion of the Charity, the Charity's association with the Fundraiser would bring the Charity's reputation into disrepute;

acts in a way which, in the reasonable opinion of the Charity, would bring the Charity's reputation into disrepute;

if any person named in part 7 of the Schedule ceases to be available to deliver the Programme for a material period of time to the satisfaction of the Charity,

the Charity's right to any other part of the Programme Agreement forthwith upon giving written notice to the Fundraiser or bring such action either at law or in equity as may be proper to protect its or their rights

15.1 the Charity shall be entitled to

recovered relative to the default;

15.3 The terms and conditions, including any terms and covenants with the Charity that on the expiry of the term of this Agreement shall immediately cease carrying out the Programme and will not be bound to do so.

15.3.1 The Fundraiser shall deliver to the Charity [Charity Name] [and] [Charity Logo] [and other] Intellectual Property of the Charity as may be required by the Charity;

15.3.2 The Fundraiser shall deliver to the Charity all originals and copies of all documents and materials containing or covering in any way the [Charity Logo] [and other] Intellectual Property of the Charity;

15.3.3 The Fundraiser shall deliver to the Charity all materials belonging to the Charity; and

15.3.4 The Fundraiser shall deliver to the Charity all Data;

15.3.5 The Fundraiser shall deliver to the Charity (in the format and on the media specified by the Charity) a copy of all of it held by the Fundraiser or processed by the Fundraiser in processing all of it; and

15.3.6 The Fundraiser shall delete or destroy all copies of all of it from the Fundraiser's systems and other records unless required to do so by law.

15.4 If at any time after the Expiry Date the Charity requests the Fundraiser to delete or destroy all copies of all of it from the Fundraiser's systems and other records, the Fundraiser shall promptly do so.

15.5 The Fundraiser shall pay to the Charity on the Expiry Date pay to the Charity without deduction or set-off the amount of the Fundraising Fee for this Agreement.

16. **Force Majeure**

Neither party shall be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control.

17. **Indemnity, Limitation of Liability**

17.1 The Fundraiser shall indemnify the Charity and keep it indemnified and hold it harmless in respect of any claims, demands, losses, actions, proceedings, liabilities or damages (including reasonable costs and disbursements paid by it) either as a result of the performance of the Fundraiser, its employees and subcontractors under this Agreement or as a result of any breach by the Fundraiser of the terms of this Agreement or any provision of the Agreement.

17.2 [The Fundraiser shall maintain and pay for such insurance sufficient to cover any payment that may be made under clause 17.1, insurance against all risks normally associated with the provision of services in the nature of the Programme (including professional liability insurance), and shall produce the policy and receipts to the Charity on request.]

17.3 [Except to the extent required by law, the Fundraiser shall not impose upon or be liable for the liability of the Charity.]

18. **Status of the Fundraiser**

The Fundraiser is an independent contractor, not an employee of the Charity, and the Fundraiser shall not be treated as an employee of the Charity.

S

Fundraiser is not entitled to
The parties are not partner

lf as agent for or bind the Charity.

19. **Third parties rights, Successors and Sub-contracting**

Third parties rights, Successors and Sub-contracting

19.1 This Agreement does not
any rights under the

ed to provide any third party with
(Third Parties) Act 1999 or otherwise.

19.2 This Agreement shall
and permitted assign

only of benefit to successors in title
o.

19.3 The Fundraiser shall

ritten consent of the Charity:

19.3.1 sub-contract

s obligations; or

19.3.2 assign or tra
obligations h

gn or transfer any of its rights or

20. **Notices**

All notices which either par
connection with this Agree
may be sent by first class
above or such other addre
written notice given to the
the Charity at <<insert e
address>>.

vide to give to the other under or in
y hand or by email to the other or
l to the other at the address given
time be given by either party by
provided, or in the case of email to
the Fundraiser at <<insert email

21. **Waiver and Forbearance**

No failure to exercise or de
shall constitute a waiver th
performance by the other o
waiver of any subsequent b

at or remedy under this Agreement
either party of any breach or non-
greement shall be deemed to be a
y other provision hereof.

22. **Variation and Entire Agreement**

This Agreement contains
parties with respect to its
discussions, agreements, t
the Programme, all of whic
to this Agreement shall be
of the parties hereto. Nothi

ng and agreement between the
supersedes and replaces all prior
es, and representations related to
are hereby excluded. No variation
nd signed by or on behalf of each
cludes any liability for fraud.

23. **Law and jurisdiction**

This Agreement shall be g
and the parties submit to th

ed in accordance with English law
f the English courts.

THE FOLLOWING NOTES ARE F

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[A.] The Programme shall con

*Note: The charity will need
covering all features of the p
partial description of a typical
Fundraiser may still fall be a "*

*s of the fundraising programme,
example is only intended as a
programme may be different but the
der Charity Law):*

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Example: A fundraiser connected to the charity by stopping people on the high street and asking for donations to the charity. The fundraiser, regardless of this way, registers

[B. Key Performance Indicators]

The Fundraiser shall ensure that the Key Performance Indicators comprise the following service standards: <<Set out the standards to be met>>.]

PART 2 - Remuneration

The Written Statement

Note: Whilst the statement shall be given to the donor or his employee to sign, it will be given to the Fundraiser who chooses to make the donation is made relevant to the donor, prefaced by saying “Before I ask you to sign, may I just

The following are typical examples of statements adapted to suit the circumstances of the Fundraiser cannot act on behalf of the Charity (as stated in the statement made). For example, if the Fundraiser is to raise as a result of the

The statement/s need to be agreed in writing between the parties before the Fundraiser starts work.

Examples of Written Statements

1. Where the Fundraiser is remunerated on the basis of a fixed rate for each donor recruited

“I am fundraising on behalf of the name of Charity. I am being paid an estimated fee of <<£>> for each donor recruited during the course of this campaign. It is agreed that I will be paid <<£>> for my work on this campaign.”

2. Where the Fundraiser is remunerated on the basis of an hourly rate for work carried out

“I am seeking to raise funds for the name of Charity on an hourly rate of <<£X>> per hour for the programme of fundraising activities. I am being paid an hourly rate of <<£>> for carrying out this work like yourself in England and Wales.”

3. Where the Fundraiser is remunerated on the basis of a fixed fee for each donor recruited

“[The person who is fundraising on behalf of the company is] [I work for] <<full name of Charity>>. This fee was determined in the following way: <<set out method of determining fee>>.”

4. Where the Fundraiser is remunerated on the basis of a fixed fee for each donor recruited

any that carries on a fund-raising business (not including a company that carries on a fund-raising business) for the charity by stopping people on the high street and asking for donations to the charity. The company £50 for each new donor recruited in the course of this campaign who agrees to give each month.

programme ensure that it meets all of the Key Performance Indicators comprise the following service standards: <<Set out the standards to be met>>.]

Examples of Written Statements (Sub-clauses 3.9 and 4.1 refer)

The following:

required to be given in writing by the Fundraiser and it is assumed that it will be given in that form, and it is made. However, where the Fundraiser is a company carrying on a fundraising business, the Fundraiser or his employee should before any donation is made to the donor, prefaced by saying “Before I ask this important legal statement?”

The actual statement to be used will need to be adapted to suit the circumstances of the Fundraiser. There is no reason why the Charity and the Fundraiser will make additional statements to the donor about remuneration is also included in the Written Statement about how much the Charity anticipates the Fundraiser to raise as a result of the programme.

The statement/s need to be agreed in writing between the parties before the Fundraiser starts work.

Examples of Written Statements to be used in connection with the Programme

1. Where the Fundraiser (Individual Donors) is remunerated on the basis of a fixed rate for each donor recruited

“I am fundraising on behalf of the name of Charity>>. I will be paid <<£>> by <<full name of Charity>> for each donor recruited during the course of this campaign. It is agreed that I will be paid <<£>> for my work on this campaign.”

2. Where the Fundraiser (Individual Donors) is remunerated on the basis of an hourly rate for work carried out

“I am seeking to raise funds for the full name of Charity>>. I am being paid an hourly rate of <<£>> per hour for the programme of fundraising activities like yourself in England and Wales.”

3. Where the Fundraiser (Company carrying on a fundraising business) is remunerated on the basis of a fixed fee for each donor recruited

“[The person who is fundraising on behalf of the company is] [I work for] <<full name of Charity>>. This fee was determined in the following way: <<set out method of determining fee>>.”

4. Where the Fundraiser (Company carrying on a fundraising business) is remunerated on the basis of a fixed fee for each donor recruited

"[The person you are speaking for] [I work for] <<full name of Fundraiser>> which is working for <<full name of Charity>>. The company expects to be paid <<£X>> in <<insert details>> in connection with this particular appeal, and the method used to determine the company's payment is <<insert details>>."

5. Where the Fundraiser's remuneration is fixed in advance by the donors:

"[The person you are speaking for] [I am raising money for] the benefit of <<full name of Fundraiser>> is being paid <<£X>> to recruit <<full name of Charity>>. This fee was determined in the following manner: <<insert details>>."

"[The person you are speaking for] [I work for] <<full name of Fundraiser>> which is working for <<full name of Charity>>. The company expects to be paid <<£X>> in connection with this particular appeal, and the method used to determine the company's payment is <<insert details>>."

on a fundraising business) employees approach potential donors:

"[The person you are speaking for] [I am raising money for] the benefit of <<full name of Fundraiser>> is being paid <<£X>> to recruit <<full name of Charity>>. This fee was determined in the following manner: <<insert details>>."

[PART 3 – Description of expenses and the Fundraiser (Sub-clause 5.6 refers)]

Note: This will only be completed if the Fundraiser is claiming expenses and that expenses are to be paid by the Charity.

[The following [types of] [specific] [details] are to be incurred by the Charity: <<Insert Details>>]

the Fundraiser (Sub-clause 3.17 refers)

The amount of fees does not include the amount of any contribution to payment of the fees.

<<Insert Details>> incurred by the Charity: <<Insert Details>>]

[PART 4 – Details of reports to be provided by the Fundraiser (Sub-clause 3.17 refers)]

Note: Set out here requirements for the Fundraiser to report on the Programme with reference to the Key Performance Indicators.

the Fundraiser (Sub-clause 3.17 refers)

Set out here the Fundraiser's performance against the Key Performance Indicators, and set out the requirements for the reports to be provided.

[PART 5 – Manner of collecting Personal Data (Sub-clause 3.17 refers)]

<<Insert Details>>

OR

<<Attach Form>>

to be used to collect Personal Data (Sub-clause 3.17 refers)

PART 6 – Specific technical and other requirements (Sub-clause 8.2.3 refers)

<<Insert Details>>

to be taken (Sub-Clause 8.2.3 refers)

PART 7 - Name of any other person (Sub-clause 15.1.5 refers)

<<Insert Name(s) >>

.....
Duly authorised signatory

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For and on behalf of

er>>

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Duly authorised signatory

For and on behalf of

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