

# The Hive: Support provider specification

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## About this document

This guidance is for individuals and organisations that deliver support on behalf of The Hive programme, managed by Co-operatives UK in partnership with The Co-operative Bank.

You can read through this guidance here or click the download button at the top of this page to download a pdf copy.

This is for Hive support providers who have:

- Identified that they are able to deliver the services described in this document.
- Applied to join the preferred provider list.
- Been admitted to the list on the basis of having met pre-set criteria (as determined by Co-operatives UK).

No contracts are entered into for a provider to join the list, instead individual contracts are established for each package of work.

This document was last issued in January 2021. It:

- Provides an update on how and what support will be made available to new and existing co-operatives who successfully apply to The Hive from January 2021.
- Outlines the co-operative business support services to be purchased from The Hive's support providers by Co-operatives UK on behalf of The Hive.
- Is a reference point for all providers delivering services for Co-operatives UK on behalf of The Hive.

## The Hive support

The Hive offers up to 10 days tailored business support, peer mentoring and training.

Click on the links to access the relevant application guidance and eligibility criteria for the relevant support pathway:

- [Start-up co-op businesses and organisations.](#)

- Existing co-operatives that have been trading for more than 2 years.
- Existing businesses looking to convert to worker or community ownership.

You can also see [The Hive eligibility checker.](#)

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# Delivering support

## Roles and responsibilities

Co-operatives UK created and manages The Hive and is the purchaser of the services described in this document.

Organisations who apply to join Co-operatives UK's preferred provider list will become support providers of the services described in this document.

When delivering the services described, support providers are doing so on behalf of Co-operatives UK and should deliver this support in line with our Code of Conduct and standard terms and conditions.

In addition, when working with clients, providers should be clear and clients should understand that this work is being made possible because of The Hive – a support programme for co-operatives delivered by Co-operatives UK in partnership with The Co-operative Bank.

In particular, when delivering The Hive support, providers will be expected to include any relevant (as determined by Co-operatives UK) branding and messaging related to the programme in their communications with clients.

The services described will be delivered to clients. These clients will be determined by Co-operatives UK and will have been assessed as being in a position to benefit from the services provided through an application process: <http://www.thehive.coop/apply>

The timing for the delivery of all elements of the blended support package will be flexible depending on the needs of the client.

If successful, applicants should be in a position to accept the support and immediately progress the plans outlined in the application. We ask that the support can be delivered and completed within a six month timeframe.

## Allocating support packages and service agreement

Support providers will be matched to client groups based on:

- Which providers have been approved to provide the particular service required.
- Relevant experience and business sector knowledge which will be useful to that particular group.
- Pre-existing relationship, for instance where there is already an informal relationship.
- Geography.
- Fairness of distribution across support organisations.
- Availability and capacity.

You will be notified that we wish you to deliver the support to the successful organisation and,

subject to receiving confirmation that they would like to proceed with the support, we will then formally engage you to deliver the agreed support package.

The provider may decline to deliver, although this will be noted by Co-operatives UK. If the work is accepted, a service agreement will be prepared. This will detail the the support package to be delivered, including client information, number of days, daily rate and standard terms and conditions including a Code of Conduct (see below). You will also be advised of the specific outcomes or outputs that are expected to be delivered as a result of the support provided.

Co-operatives UK will make every effort to ensure that clients receiving support are in a position to achieve the desired service outcomes. However, in the event that the provider ascertains part-way through delivering a package that the client is not at the right stage of development to achieve the outcomes, or that circumstances have changed significantly since the award was made, the provider should raise this with Co-operatives UK and work together on signposting to alternative support and/or identifying a suitable time for the client to reapply for the support. Providers should not continue delivering to a client who they judge are not ready or progressing against the agreed objectives with the support.

Co-operatives UK welcomes continual feedback from providers on the clients they are being matched with in terms of suitability for the services received and welcome feedback on process, allocation, The Hive website content, resources etc. Please share any feedback with [the-hive@uk.coop](mailto:the-hive@uk.coop).

You will be asked to demonstrate that the support you have given has helped the client to achieve specific outcomes and outputs as determined at the beginning of the support.

## Volume

Being accepted onto the preferred provider list does not guarantee any work due to the demand led nature of the programme.

## Fees and travel expenses

The day rate for provision of all services outlined in this specification will be £500 + VAT per day for contracts agreed from 1 January 2021.

We will aim to match you with groups that are geographically close. However, due to budgetary constraints, we anticipate that the majority of support will be undertaken via telephone, video calls or email. The number of face to face meetings or sessions will be dependent on the client and the nature of services being delivered (e.g. number of days of support) however, we will pay a maximum of £200 travel expenses for each support package delivered.

Of course opportunities for face to face support is limited or zero until Covid restrictions are lifted.

We require evidence of expenditure, except for mileage where we require the number of miles driven and offer 45p per mile.

## Reporting and payment

Co-operatives UK will agree milestones for the support delivery based on the agreed outputs and will contact support providers at regular intervals to check against progress.

When you have completed the support package with your client, please let us know. You will be sent an email containing a unique URL to complete an online survey. This is your opportunity to advise how the support was delivered, what went well, what could have been better and the impact of the support including reporting against agreed outputs.

Once you have submitted your completed report you will be sent an automatic link to submit your invoice for the work undertaken, you should therefore prepare invoices for the work in advance of completing the form and have it to hand.

At the same time, your client group will also be sent a report to provide feedback on the support received and specific impacts. Please encourage the client to complete this survey as quickly as possible.

In exceptional circumstances where you are delivering a number of support days over a long period, we can agree to make an interim payment.

## **Payment terms**

30 days from receipt of invoice.

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# Service Agreement Standard Terms and Conditions

The following sets out the standard terms and conditions which form part of the Service Agreement when the support is allocated to the Support Provider.

## Terms and conditions

### 1. Term of Engagement

Co-operatives UK hereby agrees to retain the Support Provider, and the Support Provider hereby agrees to be retained by Co-operatives UK, upon the terms set forth in this Agreement, for the Term.

### 2. Payment, Fees and Expenses

Co-operatives UK will pay to the Support Provider the Fee together with any applicable Value Added Tax in the manner detailed in Part A for the Support Package undertaken. Payment of the Fee shall be made as soon as the delivery of the Support Package has been confirmed in writing by the Client as satisfactory and within 30 days after receipt by Co-operatives UK of payment from the Client, subject to receipt of the Support Provider's invoice together with any supporting documentation reasonably required by Co-operatives UK. The Support Provider's invoice must be received within 6 months of the completion of the delivery of the Support Package including the provision by the Support Provider to Co-operatives UK of a satisfactory feedback report.

### 3. Status and Taxation

The relationship of the Support Provider to Co-operatives UK will be that of independent contractor and nothing in this agreement shall render the Support Provider an employee, worker, agent or partner of Co-operatives UK and the Support Provider shall not hold itself out as such.

The Agreement is a contract for the provision of services and not a contract of employment and accordingly the Support Provider is fully responsible for and shall indemnify Co-operatives UK for and in respect of any income tax, National Insurance, social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the delivery of the Support Package, where the recovery is not permitted by law.

The Support Provider shall further indemnify Co-operatives UK against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Co-operatives UK in connection with or in consequence of any such liability, deduction, contribution, assessment or claim and any liability arising from any employment-related claim based on worker status (including reasonable costs and expenses) brought by the Support Provider against Co-operatives UK arising out of or in connection with the provision of the Support Package, except where such claim is as a result of any act or omission of Co-operatives UK.

Co-operatives UK may at its option satisfy such indemnity in whole or in part by way of deduction from any payments due to the Support Provider.

### 4. Obligations of the Support Provider

During the Term the Support Provider shall provide the Support Package with all due care, skill

and ability and use his best endeavours to promote the interests of Co-operatives UK.

The Support Provider shall take all steps necessary to enable Co-operatives UK to perform its obligations and exercise its rights under this Agreement without interruption or hindrance and shall assist Co-operatives UK by providing documents and information required to perform its obligations.

## **5. Intellectual Property**

The Support Provider hereby assigns to Co-operatives UK all existing and future intellectual property rights developed in the delivery of the Support Package and the products and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Support Provider holds legal title in these rights and inventions on trust for Co-operatives UK.

The Support Provider undertakes whenever requested to do so by Co-operatives UK and in any event on termination of this Agreement or completion of the delivery of the Support Package to promptly deliver to Co-operatives UK all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the delivery of the Support Package and the process of their creation which are in his possession, custody or power.

The Support Provider warrants to Co-operatives UK that it has not given and will not give permission to any third party to use any of the intellectual property rights in the delivery of the Support Package; that it is not aware of any use by any third party of such intellectual property rights; and that the use of the intellectual property rights by Co-operatives UK will not infringe the rights of any third party.

The Support Provider agrees to indemnify Co-operatives UK and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Co-operatives UK, or for which Co-operatives UK may become liable, with respect to any intellectual property infringement claim or other claim relating to the Support Package supplied by the Support Provider pursuant to this Agreement.

## **6. Dispute/Issues Arising**

Any complaint by either party that the other has failed to observe or perform any of its obligations under this Agreement shall be notified in writing by the party who is aggrieved. If any dispute or problem arises in relation to this Agreement it shall first be discussed at a contract meeting. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between their representatives.

## **7. Confidential Information and Data Protection**

The Support Provider acknowledges that during the term of this Agreement it will have access to confidential and proprietary information and trade secrets ("Confidential Information"). The Support Provider has therefore agreed to accept the restrictions in this clause 7.

The Support Provider shall not (except in the proper course of his duties), either during the Term or at any time within three years after the date of termination of this Agreement, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any

Confidential Information. This restriction does not apply to:

(a) Any use or disclosure authorised by Co-operatives UK or required by law. (b) Any information which is already in, or comes into, the public domain otherwise than through the Support Provider's unauthorised disclosure. (c) Any information which is disclosed to the Support Provider without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure. (d) Was developed by the Support Provider (or by someone acting on its behalf) by a third party who had no direct access to, or use or knowledge of the confidential information supplied by Co-operatives UK. (e) Or is required to be disclosed by order of a court of competent jurisdiction.

At any stage during the Term, the Support Provider will promptly on request return all and any property belonging to Co-operatives UK or the Client in its possession to Co-operatives UK.

The Support Provider agrees that his/her obligation not to disclose or use Confidential Information also extends to Confidential Information of customers of Co-operatives UK or suppliers to Co-operatives UK or other third parties who may have disclosed or entrusted the same to Co-operatives UK or to the Support Provider in the course of Co-operatives UK's business.

For the purposes of this clause 7, Confidential information shall include:

- All information disclosed by Co-operatives UK to the Support Provider about its work, administration or management.
- All information about Co-operatives UK collected or discovered by the Support Provider.
- All personal information about Users of the Service.

The Support Provider shall indemnify Co-operatives UK against any and all liability or loss incurred (including without limitation fines, costs and expenses) as a result of the breach of all or any of the obligations set out in this clause and this indemnity shall survive termination of this Agreement.

The Support Provider shall comply with the requirements relating to data protection set out in Part D.

## **8. Acknowledgements and Publicity**

The Support Provider shall not make any press announcements or publicise this Agreement or any part thereof in any way without the prior written consent of Co-operatives UK in its sole discretion.

## **9. Health and Safety**

The Support Provider shall be responsible for the observance of all such rules, site regulations, policies, procedures, requirements (including those relating to security arrangements) and safety precautions necessary for the protection of its personnel and any other persons including all precautions required to be taken by or under all applicable laws, enactments, orders, regulations, other similar instruments and codes of practice. The Support Provider shall co-operate fully with Co-operatives UK to ensure the proper discharge of these duties.

Accidents involving the Support Provider's personnel which ordinarily are required to be reported in accordance with the Health and Safety at Work Act 1974 shall be reported immediately to Co-operatives UK.

## **10. Discrimination**

The Support Provider shall not unlawfully discriminate directly or indirectly or by way of victimisation or harassment within the meaning and scope of any applicable law, enactment, order or regulation or other similar instrument relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment including, but not limited to, the Equality Act 2010 and the Equal Pay Act 1970.

## **11. Conflicts of Interest**

The Support Provider must use all reasonable endeavours to ensure that none of its personnel is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Support Provider or such persons and the duties owed to Co-operatives UK under the provisions of this Agreement. The Support Provider will disclose to Co-operatives UK full particulars of any such conflict of interest which may arise.

## **12. Termination**

Either party may terminate this Agreement with immediate effect if that the other materially breaches any provision of this Agreement and, where such breach is capable of remedy, does not remedy the breach within 30 days (or such other period as the parties may agree) of being given notice by the other party to do so.

Co-operatives UK may terminate this Agreement with immediate effect with no liability to make any further payment to the Support Provider (other than in respect of amounts accrued before the date of termination) if at any time the Support Provider:

(a) Is responsible for any act or omission in its delivery of the Support Package which results in Co-operatives UK being in breach of its obligations under its funding agreement with The Co-operative Bank. (b) Commits any gross misconduct affecting the business of Co-operatives UK or the Client. (c) Commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of Co-operatives UK. (d) Is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed). (e) Is in the reasonable opinion of Co-operatives UK negligent or incompetent in the performance of its obligations hereunder. (f) Is declared insolvent or makes any arrangement with or for the benefit of its creditors or has a county court administration order made against it under the County Court Act 1984. (g) Commits any fraud or dishonesty or acts in any manner which in the opinion of the Co-operatives UK brings or is likely to bring the Support Provider or Co-operatives UK into disrepute or is materially adverse to the interests of Co-operatives UK. (h) Commits any breach of Co-operatives UK's policies and procedures as notified to it from time to time. (i) Commits any offence under the Bribery Act 2010. (j) Commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

The rights of Co-operatives UK under this clause are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this agreement on the part of the Support Provider as having brought the Agreement to an end. Any delay by Co-operatives UK in exercising its rights to terminate shall not constitute a waiver of these rights.

## **13. Obligations on termination**

Upon termination of this agreement for any reason, the Support Provider will deliver up to Co-operatives UK all letters, publications, papers, discs, tapes, reports, keys, software, IT peripherals, data files and other items or property which may have been prepared by the Support Provider or

have come into the Support Provider's possession by virtue of this Agreement. In respect of any such items or information held on any IT hardware or software belonging to the Support Provider, the Support Provider undertakes to delete any such items and information and all copies forthwith on the termination of the Agreement.

#### **14. Liability and Indemnity**

The Support Provider shall be liable for and shall indemnify Co-operatives UK for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Support Provider of the terms of this Agreement including any negligent or reckless act, omission or default in the delivery of the Support Package including without limitation any such loss, liability, costs, damages or expenses arising out of any breach of Co-operatives UK's funding agreement with the Co-operative Bank due to such act, omission or default.

#### **15. Notices**

All notices required or permitted under this Agreement shall be in writing and they shall be deemed effective upon personal delivery or upon sending, by email or by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other.

#### **16. Amendment**

This Agreement may be amended or modified only by a written agreement signed by both Co-operatives UK and the Support Provider.

#### **17. Insurance**

If the Support Provider has not effected with a reputable insurance company a policy or policies of such professional indemnity insurances as are necessary to cover liability which may arise under this agreement with at least the minimum amount of cover required, the Support Provider must inform Co-operatives UK before signing the Agreement. Co-operatives UK has in place a policy which may be extended to the Support Provider if necessary after discussion between Co-operatives UK and the Support Provider and subject to the agreement of Co-operative UK.

If the Support Provider has such insurance in place, it shall provide Co-operatives UK with copies of the relevant policy or policies confirming the extent of the cover along with relevant receipts or other evidence of the payment of the required premiums.

#### **18. Force Majeure**

Neither party shall be liable for damage nor have the right to terminate this Agreement except as stated hereinafter by reason of any delay by either party in performing its obligations hereunder if such delay or default is caused by any acts of government, civil commotion and riot, hostilities, war whether declared or not, re, storm, tempest, strikes, lockouts, industrial disputes, delays by other contractors, or any other cause beyond the reasonable control of the parties (each such event being referred to in this clause as a "Force Majeure Event") which could not have been foreseen at the date of commencement of this Agreement.

As soon as possible after the occurrence of the Force Majeure Event the party seeking to rely on this clause shall give notice and full particulars in writing to the other party of such Force Majeure Event if the First Party has been delayed in whole or in part the performance of its obligations under this Agreement as a result of that Force Majeure Event.

In the event that either party is prevented, hindered or delayed in the carrying out any of its obligations under this Agreement as a result of a Force Majeure Event, the parties shall immediately consult together to decide what course of action should be adopted. If the parties cannot reach agreement on the course of action or upon any necessary modifications to the terms of this Agreement within 30 days of the first party notifying the other of the occurrence of the Force Majeure Event, then either party shall be entitled to terminate this Agreement on written notice with immediate effect.

## **19. Client Satisfaction Monitoring**

Co-operatives UK reserves the right to undertake monitoring of the quality and degree of satisfaction with the delivery of the Support Package by the Support Provider. The Support Provider shall provide Co-operatives UK with such reasonable assistance as it may require to carry out this monitoring at no extra cost to Co-operatives UK.

## **20. Successors & Assigns**

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns; PROVIDED, HOWEVER, that the obligations of the Support Provider are personal and shall not be assigned by the Support Provider.

## **21. Miscellaneous**

No delay or omission by either Co-operatives UK or the Support Provider in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either Co-operatives UK or the Support Provider on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

The headings on each clause of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any part of this Agreement.

In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

## **22. Law (English)**

The Agreement shall be considered as an Agreement made in England and subject to English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **23. Definitions**

In this agreement the following terms shall have the following meanings: "Agreement" means parts A to D of this Agreement.

"Client" means the recipient of the Support Package under the Hive Programme. "Support Provider" means the provider of the Support Package as set out in Part A. "Term" means the term of this Agreement as set out in Part A.

"Fee" means the fee payable to the Support Provider for its delivery of the Support Package as set out in Part A.

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# Code of Conduct

## Professional Conduct and Quality Assurance

By taking on the role the Support Provider agrees to adhere to our professional standards and specific terms and conditions:

- To act in a professional way at all times, providing consistently high quality, responsive and timely support to the client group.
- Ensure transparency and open communication with Co-operatives UK.
- If a client group / organisation asks a Support Provider to deliver further support outside of the scope of work agreed under The Hive Programme, we expect providers to inform Co-operatives UK and to provide details of the support being requested/supplied. (This is because if any issues/complaints arise as a direct result of work carried out by the provider without prior knowledge or agreement with Co-operatives UK, this could create a reputational risk for Co-operatives UK and/or partners.
- Alert Co-operatives UK to any issues / concerns with a client group / organisation, particularly where this could affect their ability to deliver aims and objectives and agreed milestones. Failure to report concerns / risks immediately could affect the terms of Co-operatives UK contract with The Co-operative Bank.
- To respond to complaints / issues / feedback immediately and update the THE HIVE programme team accordingly via [thehive@uk.coop](mailto:thehive@uk.coop)
- To provide reports to The Hive programme team using the template that we provide.

As part of our quality assurance processes, we will invite each client group / organisation to comment on the support provided during the programme lifetime (though the client group / organisation is able to comment or offer feedback on the direct support they receive at any time). We may from time to time observe the provider at work.

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## Data Protection Requirements

### Operative provisions

#### 1. Definitions

##### 1.1 In this Schedule:

- Controller Has the meaning given in applicable Data Protection Laws from time to time.
- Data Protection Laws

Means, as binding on either party or the Services. (a) The GDPR. (b) The Data Protection Act 2018. (c) Any laws which implement any such laws. (d) Any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

- Data Subject GDPR Has the meaning given in applicable Data Protection Laws from time to time.
- GDPR Means the General Data Protection Regulation, Regulation (EU) 2016/679
- International Organisation Has the meaning in applicable Data Protection Laws from time to time.
- Personal Data Has the meaning given in applicable Data Protection Laws from time to time.
- Personal Data Breach Has the meaning given in applicable Data Protection Laws from time to time.
- Processing Has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly).
- Processor Has the meaning given in applicable Data Protection Laws from time to time.
- Protected Data Means Personal Data received by the Support Provider from Co-operatives UK in connection with the performance of the Support Provider's obligations under this Agreement.
- Sub-Processor Means any agent, subcontractor or other third party (excluding its employees) engaged by Co-operatives UK for carrying out any processing activities on behalf of Co-operatives UK in respect of the Protected Data.

## **2. Co-operatives UK's compliance with data protection laws**

The parties agree that Co-operatives UK is a Controller and that the Support Provider is a Processor for the purposes of processing Protected Data pursuant to this Agreement. Co-operatives UK shall comply with all Data Protection Laws in processing Protected Data. The Support Provider shall ensure all instructions given by it to Co-operatives UK in respect of Protected Data (including the terms of this Agreement) shall be in accordance with Data Protection Laws.

## **3. The Support Provider's compliance with data protection laws**

The Support Provider shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

## **4. Instructions**

The Support Provider shall only process the Protected Data in accordance with this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law.

## **5. Security**

Taking into account the state of technical development and the nature of processing, the Support Provider shall implement and maintain the technical and organisational measures set out in this Agreement to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

## **6. Sub-processing and personnel**

6.1 The Support Provider shall:

6.1.1 Not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees who are subject to an enforceable obligation of confidence with regards to the Protected Data).

6.1.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule.

## **7. Assistance**

7.1 The Support Provider shall fully cooperate with and assist Co-operatives UK in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to it.

7.2 The Support Provider shall, taking into account the nature of the processing, assist Co-operatives UK (by implementing appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Co-operatives UK's obligations to respond to requests for exercising Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

## **8. International transfers**

The Support Provider shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area or to any International Organisation without the prior written consent of Co-operatives UK.

## **9. Audits and processing**

The Support Provider shall, in accordance with Data Protection Laws, make available to Co-operatives UK such information that is in its possession or control as is necessary to demonstrate the Support Provider's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by Co-operatives UK (or another auditor mandated by Co-operatives UK) for this purpose (subject to a maximum of one audit request in any 12 month period).

## **10. Breach**

The Support Provider shall notify in writing Co-operatives UK without undue delay and in any event within 48 hours of becoming aware of any Personal Data Breach in respect of any Protected Data.

## **11. Deletion/return and survival**

On the end of the arrangements relating to the processing of Protected Data, the Support Provider shall either return the Protected Data to Co-operatives UK or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Support Provider to store such Protected Data. This Schedule shall survive termination or expiry of this Agreement indefinitely.

# Data processing and security details

## Section 1 – Data processing details

Processing of the Protected Data by the Support Provider under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects as follows:

1. Subject-matter of processing:

Client Information in connection with the performance of the Support Provider's obligations under this Agreement

2. Duration of the processing:

The Protected Data shall be processed for the Term of this Agreement and thereafter, only for as long as is necessary for the proper performance of the Services up to a maximum period of 6 months

3. Nature and purpose of the processing:

To deliver support to The Hive clients.

4. Type of Personal Data:

Name, email addresses, tel number

5 Categories of Data Subjects:

Clients participating in the Hive programme.

## Section 2 – Minimum technical and organisational security measures

The Support Provider shall implement and maintain the following technical and organisational security measures to protect the Protected Data.

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Support Provider shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

The Support Provider should also refer to Co-operatives UK's Privacy Notice and Data Protection Policy, which can be accessed at <https://www.uk.coop/privacy>.

The Privacy Notice describes how we collect and use personal information about individuals, in

accordance with the General Data Protection Regulation (GDPR).

The Data Protection Policy sets out the basis on which Co-operatives UK will process any personal data we collect or process.

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## Ways of working

### Establishing a successful relationship with your client group

Once you have been matched with your client group, before your first session, spend a little time making sure you have all the basic information you need about your client group. Co-operatives UK will provide all documents received, including up to date financial information where available etc.

We suggest that you:

- Draw up a timetable of regularly spaced meetings in advance. This can be a combination of face-to-face meetings (one to one or group), telephone discussions and email exchanges and will vary according to the group.) This timetable should be built around achieving the agreed milestones.
- Establish a set of ground rules.
- Keep notes of your meetings and use these as the basis for ongoing discussions (remember to capture any specific issues or learning that can be used by the programme).
- Work towards developing a trusting relationship and establishing a good rapport with your client group.
- Use your questioning and listening skills to establish your client group's individual needs, remembering that these will be different based on them and their organisation's background and experiences.

Try to make the most of the first meeting and allow sufficient time. Use the time to talk through some issues which the client group needs support with and getting your relationship off to a good start by establishing some ground rules and acknowledging that the relationship is two-way. This is also the best time to agree about what you hope to achieve, and share your expectations with one another.

As a 'starter for ten', we recommend you review agreed milestones and develop a workplan.

You should also cover a few basic essentials:

- When you would like to meet – how often and for how long and whether in person or by video call/ telephone/email taking into account the number of allocated days.
- Plans for keeping in touch in between meetings.
- Discussing and agreeing how you will work together.
- Discussing how to ensure that the learning is shared within each organisation.
- Confidentiality. Please refer to the Service Agreement terms and conditions including data protection requirements.

- Responsibility.
- How you will record progress and issues/targets for further development.

## Confidentiality

It's really important that you respect each other's confidentiality. Remember that anything you talk about when you meet up is between the two of you so you shouldn't talk about it to someone else. But, legally, you should report any criminal conduct or possible harassment or bullying.

Four things to think about are:

- Concerns. If you've got any, contact the Hive Team – they're there to help.
- Secrets. Don't promise to keep any secrets. Make that clear from the beginning and remember to ask your client if they mind you sharing confidential information with anyone else.
- Information. Keep information about your client (like their phone number) somewhere secure. Never share any of their financial details.
- You. Confidentiality works both ways. Be aware of those personal areas of your life you're happy to share with your client and those you are not.

## Early termination of the agreement

Although every effort will be made to ensure a close match between you and your client, sometimes this may still not work out. This may be no reflection on either party, and either party may finish the relationship, and exit the agreement. This may be due to slow progress by the client due to personal circumstances, where there has been significant change in the circumstances of the client such as a change in personnel.

If any issues arise during the programme, you should contact The Hive Team as soon as possible and every effort will be made to address any issues.

<https://www.uk.coop/resources/hive-support-provider-specification>

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