

## INNOVATE UK

### INFORMATION MANAGEMENT POLICY

This Innovate UK (“us”, “we”, “our”) Information Management Policy (“the **Policy**”) provides a simple framework to explain how we store, use and share your information that works across all areas of the organisation and allows us to maximise the utilisation of the information we obtain. This will enhance our ability to fund, support and connect innovative businesses to accelerate sustainable economic growth for the UK.

Accordingly, any information we obtain from you, whether it is through our online platforms, our grant applications and administration, through events or elsewhere, will be managed pursuant to this Policy.

#### Definitions

The following definitions apply in this Policy:

Affinity Partner Activities:	<p>means one or more of the following activities conducted by an Affinity Partner (either itself or through use of a sub-contractor/consultant):</p> <ul style="list-style-type: none"> <li>i) grant administration, evaluation and reporting;</li> <li>ii) research into the impact and effectiveness of grants and its administration;</li> <li>iii) undertaking its own administration, reporting and compliance; and</li> <li>iv) keeping you informed of activities, assistance and opportunities of potential interest to you.</li> </ul> <p>In the case of UK Administration, this also includes:</p> <ul style="list-style-type: none"> <li>v) sub-contracting to its own core funded delivery partner(s) for one or more of the above activities; and</li> <li>vi) maintaining the Common Data Sharing System.</li> </ul> <p>Except that personal data is excluded from this Use Category insofar as general marketing activities are concerned where you have asked not to receive such communications.</p>
Affinity Partners:	means one or more Delivery Partners, Public-Funded Partners, Research Councils, and/or UK Administration.
Agreed Activities:	means activities specified by us and agreed by you as part of an engagement.
Agreed Information:	means particular Information specified by us and agreed by you.
Agreed Third Parties:	means third parties specified by us and agreed by you as an integral part of an engagement.
Applicable FOI Laws:	the freedom of information laws to which a party is subject, which in the case of any public authority based in England, Wales and/or Northern Ireland, together with any UK wide public authorities based in Scotland, is the Freedom of Information Laws, and which is otherwise in the case of a Scottish public authority the Freedom of Information (Scotland) Laws.
Common Data Sharing System:	means the UK Government’s platform for monitoring grants and other similar contracts designed to fund or otherwise assist organisations with their business activities. Access to this system is restricted to organisations that are funding or otherwise directly assisting the customer (you) with business activities e.g. UK Trade & Industry (“UKTI”), and the UK’s Growth Accelerator.
Delivery Partner:	<p>means an organisation that receives core funding directly from us to undertake a programme of agreed activities for the benefit of UK industry, as applicable from time to time.</p> <p>A list of the current Delivery Partners can be found at <a href="https://interact.innovateuk.org/terms-and-conditions">https://interact.innovateuk.org/terms-and-conditions</a></p>

Freedom of Information (Scotland) Laws:	the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time, together with the Environmental Information (Scotland) Regulations 2004 including, in each case, any guidance and/or code of practice issued by the relevant Regulator.
Freedom of Information Laws:	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with the Environmental Information Regulations 2004 including, in each case, any guidance and/or code of practice issued by the relevant Regulator.
Information Provider:	means any third party that provides Innovate UK with Information.
Information:	<p>means all information collected by Innovate UK from a third party by any means, whether it is public information, confidential information, classed as personal data, or is otherwise restricted in some manner.</p> <p>Information excludes aggregated data which uses Information to produce a result, but only insofar as such results do not disclose the Information from which it is derived.</p>
Internal Activity:	<p>means all internal activities of Innovate UK (whether conducted itself or through use of a sub-contractor/consultant) and includes:</p> <ul style="list-style-type: none"> <li>i) grant/contract support, administration, evaluation and reporting;</li> <li>ii) research into the impact and effectiveness of grants/contracts and its administration;</li> <li>iii) Innovate UK's own administration, reporting and compliance;</li> <li>iv) keeping people and organisations informed of activities, assistance and opportunities of potential interest to you; and</li> <li>v) contacting you with information about other support available that relates to any offer or provision of assistance made to you by us.</li> </ul> <p>Except that personal data is excluded from this Use Category insofar as other marketing activities by Innovate UK are concerned where you have asked not to receive such communications.</p> <p>Innovate UK reserves the right to use personal data submitted as part of an application or grant for providing you with limited, relevant, specific information that can assist you with your application, grant or in developing and/or exploiting your specific idea, product or service which was the basis of your live or recent application or grant as a key part of the Innovate UK service offering.</p>
Joint-Sponsor:	<p>means another UK Sponsor that Innovate UK is collaborating with in respect of the funding, management, assessment, award and/or monitoring of a grant (or other similarly advertised contract) and which Innovate UK has explicitly identified within the competition guidance and/or contract. This shall be the case regardless as to whether Innovate UK and/or the Joint Sponsor each individually:</p> <ul style="list-style-type: none"> <li>i) fund the entire contract, part of the contract, or none of the contract;</li> <li>ii) run or contribute to the management and/or assessment of the competition; or</li> <li>iii) run or contribute to the management and/or monitoring of the contract.</li> </ul>
Public-Funded Partner:	means an organisation that receives core funding directly from another UK public funding body to undertake a programme of agreed activities for the benefit of UK industry, as applicable from time to time.
Research Councils:	<p>means a research council as defined under the Science and Technology Act 1965 and established by Royal Charter, as applicable from time to time.</p> <p>A list of the current Research Councils can be found at <a href="https://interact.innovateuk.org/terms-and-conditions">https://interact.innovateuk.org/terms-and-conditions</a></p>
UK Administration:	<p>means a Crown body or an advisory or executive Non-Departmental Public Body ("NDPB"), as applicable from time to time.</p> <p>A list of the current Crown bodies and NDPB we share Information with can be</p>

	found at <a href="https://interact.innovateuk.org/terms-and-conditions">https://interact.innovateuk.org/terms-and-conditions</a>
UK Sponsor	means another UK based organisation that operates or funds grant awards or other similar contracts, such as a department within UK Administration or the Research Councils.

## Policy Principles

Instead of creating a number of prescriptive policies with detailed rules applicable to each area of Innovate UK, this Policy is principle based, using a three-stage '**engagement journey**' for all areas of work. Information obtained from an Information Provider (you) is separated into four '**use categories**' to simply explain our responsibilities and treatment of that information.

## Joint-Sponsors

It is noted that any Information (including Closed Information) received for a competition and/or grant (or other similar contract) run by, with or on behalf of a Joint-Sponsor shall be deemed to be directly shared by you with both Innovate UK and such Joint-Sponsor at the time of submission of such Information. Any Information generated by either Innovate UK or the Joint-Sponsor during the collaboration shall also be shared with each other on the same basis.

Innovate UK and the Joint-Sponsor shall be directly and individually accountable to you for the Information it holds and shall handle such Information in accordance with its own funding and information management policies.

## Engagement Journey

There are three stages of any engagement by Innovate UK with an Information Provider ("**you**", "**your**"), in ascending order of commitment:

### 1) Dialogue

- This concerns communication of information not under Stages 2 or 3 below; generally this is open or informal engagement without pre-defined rules or contracts.
  - For example, an ad hoc telephone call (not covered under a more formal relationship below).

### 2) Engagement

- This concerns communication of information under 'implied' terms in relation to which Innovate UK has specified how it will treat information.
  - For example, a grant application, where there is no signed contract in place, but pursuant to which we receive significant amounts of your Information.

### 3) Contractual

- This concerns any communication of information under a signed set of terms and conditions.
  - For example, Information received under a grant funding agreement.

**Your Journey** - You can skip stages on your engagement journey, stop at any stage, and run multiple journeys simultaneously via different work programmes with different 'packages' of information.

Where you move along the stages of your engagement journey, Information that you provide to us will, unless stated otherwise, be held in accordance with the terms and conditions of the highest level you reach with us along that particular journey.

- For example, if you sign a grant funding agreement with us, Information that you provided as part of the grant application process will also be held and used in accordance with the terms of the agreed grant.

## Use Categories

There are four Use Categories for the different types of Information Innovate UK receives during each stage of an Engagement Journey:

1. Closed
2. Closed, with Agreed Exceptions
3. Limited
4. Open (Public)

The use and disclosure of Information within each use category is set out below:

<b><u>CLOSED</u></b>		
	<b>Use of Information</b>	<b>Disclosure</b>
<b>1</b>	We may use the Information for: i) Internal Activities.	Information will be kept confidential and not disclosed to third parties unless, and only insofar as is reasonably necessary:  i) to undertake an Internal Activity; or ii) as required by law.
<b><u>CLOSED, WITH AGREED EXCEPTIONS</u></b>		
	<b>Use of Information</b>	<b>Disclosure</b>
<b>2</b>	We may use the Information for: i) Internal Activities.  The Agreed Third Parties may use the (Agreed) Information for: i) Agreed Activities.  <b>Note:</b> The Agreed Activities will be made explicit in the terms of our engagement with you. For example, in the grant application rules, or in the grant funding agreement.	Information will be kept confidential and not disclosed to third parties unless, and only insofar as is reasonably necessary:  i) to Agreed Third Parties, but only with Agreed Information; ii) to undertake an Internal Activity; or iii) as required by law.  <b>Note:</b> The Agreed Information and Agreed Third Parties will be made explicit in the terms of our engagement with you. For example, in the grant application rules, or in the grant funding agreement.
<b><u>LIMITED</u></b>		
	<b>Use of Information</b>	<b>Disclosure</b>
<b>3</b>	We may use the Information for: i) Internal Activities;  The Affinity Partners may use the Information for: i) Affinity Partner Activities.	Information will be kept confidential and not disclosed to third parties unless, and only insofar as is reasonable:  i) to our Affinity Partners; ii) to undertake an Internal Activity; or iii) as required by law.
<b><u>OPEN (PUBLIC)</u></b>		
	<b>Use of Information</b>	<b>Disclosure</b>
	Information may be used without restriction.	Information may be disclosed without restriction.

## Information Rules

- We hold all information in compliance with the Data Protection Act 1998, and subject to the Freedom of Information Laws. Where we share Information with an Affinity Partner, it shall hold that information subject to the Applicable FOI Laws.
- Where we 'generally' share personal data with Affinity Partners, such Affinity Partners shall become the data controllers of that personal data and must act in accordance with the terms of this Policy and the Data Protection Act, and shall become directly responsible to you (and the Information Commissioner) thereunder. The exception to this is where Innovate UK 'specifically' stipulates limited and detailed requirements for Affinity Partner use of your personal data, where Innovate UK shall remain directly responsible to you for the compliance of its sub-contractor.
- It is specifically noted that some applications and services process personal data outside the European Economic Area. Where this occurs, Innovate UK and/or the relevant Affinity Partner shall ensure that it complies with its responsibilities to keep your personal data safe and secure.

## **Work Programmes**

Five principal work programmes have been identified, pursuant to which all our interactions with you will fall. These work programmes are listed below with examples.

### **1) Online**

- a) Innovate UK controlled websites/platforms e.g.
  - i) Corporate website
  - ii) \_Connect
- b) Third Party controlled websites/platforms e.g.
  - i) Social Media;
  - ii) Communigator;
  - iii) JE-S;
  - iv) other

**NOTE:** *The relevant terms and conditions of the third party website/platform apply to your Information. Insofar as Innovate UK has any discretion as to how Information from a particular website/platform is used and distributed, the terms of this Policy shall apply.*

### **2) Grants;**

- a) Competitions / Grant applications / administration & monitoring of Grants.

### **3) Events;**

- a) Open Networking Events / general engagement
- b) Closed Networking Events

### **4) Affinity Partners**

- a) Board / Committee Attendance
- b) Formal programme engagement
- c) General discussions

### **5) Administrative** (legal, reporting, other support & administrative functions).

- a) General telephone/email correspondence

## **Engagement Journeys**

For each work programme, there will be a number of 'engagement journeys', during which Innovate UK will receive, use and transmit Information. A non-exhaustive list of these are summarised below to capture the principal engagement journeys and resulting Information.

## 1) Online

<b>User Journey 1a(i): Corporate Website Visitor</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		[N/A]		[N/A]
Visitor visits website	→	[N/A]	→	[N/A]
<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>anonymous user data</li> <li>analytics</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>N/A</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>N/A</li> </ul>

<b>User Journey 1b(ii): Connect User</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		Visitor signs up to _Connect T&Cs		Visitor signs up to _Connect T&Cs
Visitor visits _Connect	→	[Skip to next Stage]	→	Visitor is a Member of _Connect
<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>anonymous user data</li> <li>analytics</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>N/A</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Name</li> <li>email address</li> <li>telephone number</li> <li>address</li> <li>employer</li> <li>contact preferences</li> <li>generic contact details for organisation</li> </ul>

## 2) Grants

<b>User Journey 2: Grant Applications</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		Submission of Grant application		Grant Contract Executed
Initial enquiries regarding Grant applications	→	Grant application & assessment	→	Grant award and monitoring
<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>High level business information</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Financial Information relating to the business</li> <li>Intellectual Property re proposal</li> <li>Confidential 'Business' Information</li> <li>Organisation Name</li> <li>Contact Information for main office</li> <li>Contact information for principal/named employees</li> <li>Project Summary</li> <li>Grant Amount</li> <li>Success/Non-Success</li> <li>Appraisal of application</li> <li>High level business information relevant to applications</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Financial Information re the business</li> <li>Financial information re project expenditure</li> <li>Intellectual Property arising from Project</li> <li>Confidential 'Business' Information</li> <li>Organisation Name</li> <li>Contact Information</li> <li>Project Summary/Description</li> <li>Grant Amount</li> <li>Project Data</li> <li>Contact details of employees</li> <li>Contact details of named/principal employees</li> <li>Bank/payment details</li> </ul>

### 3) Events

<b>User Journey 3a: Open Networking</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		Acceptance sent by attendee to event		[N/A]
Invitation to open events	→	Attendance at open events	→	[N/A]
<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Name of Organisation</li> <li>Contact details for main contact</li> <li>High level business information</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Name of Organisation</li> <li>Contact details for main contact</li> <li>Contact details for attendees/third parties</li> <li>High level business information</li> <li>Payment Details</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>N/A</li> </ul>

<b>User Journey 3b: Closed Networking</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		Acceptance sent by attendee to event		[N/A]
Invitation to closed events	→	Attendance at open events	→	[N/A]
<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Name of Organisation</li> <li>Contact details for main contact</li> <li>High level business information</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Name of Organisation</li> <li>Contact details for main contact</li> <li>Contact details for attendees/third parties</li> <li>High level business information</li> <li>Payment Details</li> <li>Attendance at Closed Event</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>N/A</li> </ul>

### 4) Affinity Partners

<b>User Journey 4a: Affinity Partner Board/Committee Attendance</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		Attendance		Formal Appointment
Initial discussions with Affinity Partners re board/committee	→	Attendance on group / committee with no contractual commitments	→	Innovate UK Rep on Board / Committee with defined terms of reference
<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Contact details for main contact</li> <li>High level business information</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Name of Organisation</li> <li>Contact details for main contact</li> <li>Contact details for attendees / third parties</li> <li>Promotional information</li> <li>High level business information</li> <li>Detailed business information</li> <li>Committee/group information packs</li> <li>Confidential business information</li> <li>Financial Information</li> <li>IP Information</li> </ul>		<b>Information Transmitted</b> <ul style="list-style-type: none"> <li>Innovate UK Rep may receive documents in capacity of director which is not Innovate UK info. Non-directors will receive information on behalf of Innovate UK.</li> <li>Board /Committee packs</li> <li>Confidential business information</li> <li>Financial Information</li> <li>IP Information</li> <li>Promotional information</li> </ul>

<b>User Journey 4b: Affinity Partner Programme Engagement</b>				
DIALOGUE	→	ENGAGEMENT	→	CONTRACTUAL
		More detailed, routine or significant engagement		Contractual commitment specifying obligations

Initial Discussions	→	General information sharing / general assistance	→	Contractual programme for delivery
<b>Information Transmitted</b>		<b>Information Transmitted</b>		<b>Information Transmitted</b>
<ul style="list-style-type: none"> <li>Contact details for main contact</li> <li>High level business information</li> </ul>		<ul style="list-style-type: none"> <li>Contact details for main contact</li> <li>Contact details for third parties</li> <li>High level business information</li> </ul>		<ul style="list-style-type: none"> <li>Confidential business information</li> <li>Other information permitted to be shared to perform the programme</li> </ul>

## 5) Administration

<b>User Journey 5: Telephone Calls / Emails / Letters</b>				
<b>DIALOGUE</b>	→	<b>ENGAGEMENT</b>	→	<b>CONTRACTUAL</b>
		<b>Formal discussions / correspondence</b>		<b>Executed Contracts / Framework</b>
Initial ad hoc contact	→	Formal correspondence and discussions in a 'regulated' manner – published guidance e.g. DPA/FOI request	→	Correspondence required by contracts and/or framework
<b>Information Transmitted</b>		<b>Information Transmitted</b>		<b>Information Transmitted</b>
<ul style="list-style-type: none"> <li>Caller/Writer's name</li> <li>Caller's contact number, email and postal address</li> <li>High level business information</li> </ul>		<ul style="list-style-type: none"> <li>Caller/Writer's name</li> <li>Caller's contact number, email and postal address</li> <li>Request for information</li> </ul>		<ul style="list-style-type: none"> <li>Discussion re request for information under Grant FOI clause and formal response</li> </ul>

## INFORMATION USE SUMMARY

	DIALOGUE	ENGAGEMENT	CONTRACT
<b>OPEN (PUBLIC) INFORMATION</b>	<ul style="list-style-type: none"> <li>Anonymous website traffic data</li> <li>Organisation name attending open events</li> </ul>	<ul style="list-style-type: none"> <li>Information for public release/PR</li> </ul>	<ul style="list-style-type: none"> <li>Organisation Name (grant recipient)</li> <li>Contact Information of main office</li> <li>Project Summary/Description</li> <li>Grant Amount</li> <li>Information for public release/PR</li> </ul>
<b>LIMITED INFORMATION</b> <small>*Except personal data is excluded from this Use Category for general marketing activities by Affinity Partners where you have asked not to receive such communications.</small>	<ul style="list-style-type: none"> <li>Business cards / contact information</li> <li>High level business information from discussions</li> </ul>	<ul style="list-style-type: none"> <li>Organisation Name</li> <li>Organisation legal form and size (employees / turnover)</li> <li>Organisation's sector(s) of operation</li> <li>Contact Information of main office</li> <li>Contact information of main employee (to facilitate engagement)</li> <li>Contact's job title /role</li> <li>Contact details of attendees to events</li> <li>Contact Details for third parties</li> <li>Top level information from board/committees that help facilitate interactions/furthering objectives and which is not 'sensitive' in a specific or general sense</li> </ul>	<ul style="list-style-type: none"> <li>Contact Name</li> <li>email address</li> <li>telephone number</li> <li>employee's job title /role</li> <li>address or main/trading address</li> <li>Organisation legal form and size (employees / turnover)</li> <li>Organisation's sector(s) of operation</li> <li>Contact preferences</li> <li>Contact Information for named/principal employees of grant recipient(s)</li> <li>Top level summary of Grant activities to facilitate engagement</li> <li>Top level information from board/committees that help facilitate interactions/furthering objectives and which is not 'sensitive' in a specific or general sense</li> </ul>
<b>CLOSED INFORMATION WITH AGREED EXCEPTIONS</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>As clearly and specifically agreed with information owner/engaging party, limiting who will receive the information, what information will be shared, and the permitted use/purpose of that shared information.</li> </ul>	<ul style="list-style-type: none"> <li>As clearly and specifically agreed with information owner/contracting party, limiting who will receive the information, what information will be shared, and the permitted use/purpose of that shared information.</li> </ul>
<b>CLOSED INFORMATION</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>Financial Information relating to the grant applicant</li> <li>Intellectual Property re grant application</li> <li>Confidential 'Business' Information within grant application</li> <li>Grant application Project summary</li> <li>Grant Application amount</li> <li>Non-Success of Grant application</li> <li>Appraisal of Grant application</li> <li>Payment details</li> <li>Intellectual Property belonging to Affinity Partner or its collaborators</li> <li>Attendance at Closed Event</li> </ul>	<ul style="list-style-type: none"> <li>Financial Information re the grant recipient</li> <li>Financial information re project expenditure</li> <li>Intellectual Property arising from R&amp;D</li> <li>Intellectual Property belonging to Affinity Partner or its collaborators</li> <li>Confidential 'Business' Information</li> <li>Contact Information for other employees</li> <li>Project Data</li> <li>Personal details of employees</li> <li>Bank/payment details</li> </ul>