



**Nottingham**  
**City Council**



Dated [**insert date signature copies produced**]

**COLLABORATION AGREEMENT**

**BETWEEN**

**THE BRITISH LIBRARY BOARD**

**AND**

**NOTTINGHAM CITY COUNCIL**

**FOR**

**A BUSINESS & IP CENTRE NOTTINGHAM**

The British Library  
Legal and Contracts Services  
*Insert date*

This **Agreement** is made on the [insert date from front cover] BETWEEN:

## Parties

- (1) **THE BRITISH LIBRARY BOARD**, a public corporation established by the British Library Act 1972, 96 Euston Road, London NW1 2DB ("the **BL**");
- (2) **NOTTINGHAM CITY COUNCIL** acting through **NOTTINGHAM CITY LIBRARIES** ("the Central Library/ City Library/ the Library) having its registered office at Loxley House, Station Street, Nottingham, NG2 3NG

Together the "Parties" or individually the "Party" as the context requires.

## Preamble

- (A) The BL is the national library of the United Kingdom. It is a world-class cultural and intellectual resource, which provides unparalleled services to the academic, business, research and scientific communities, including through its Business & IP Centre in London ("the **Centre**").
- (B) The BL has built upon its experience with regards to the Centre and is working in partnership with a number of organisations across the United Kingdom in order to create a national network of centres supported by the BL (the "**BIPC National Network**").
- (C) Nottingham City Libraries, which is managed and run by Nottingham City Council, provides support to business users through its collection, the expertise of its staff and its advisory services. It has an established relationship with both BL and local partners.
- (D) The Parties propose to establish a collaborative relationship for the purpose of furthering their common interests and aspirations relating to the development of innovative and practical programmes to support business and entrepreneurship. The relationship is intended to continue to deliver a Business & IP Centre service in Nottingham ("BIPC Nottingham") to form part of the BIPC National Network, based on the Centre in London, taking into consideration the specific political and library functions that relate to the terms and conditions of this Agreement ("the **Collaboration**")

## Agreed terms

### 1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Beneficiary Feedback Personal Data:** means Personal Data, or any part of such Personal Data relating to BIPC Nottingham beneficiaries which is collected on behalf of the BL in connection with the Collaboration.

**BIPC Nottingham:** has the meaning set out in paragraph (D) of the Background section.

**BIPC Materials:** the BL's branding guidelines, bank of images and logos, templates, reports, training and workshop materials and other documents, guides and materials in relation to the Centre and the BIPC National Network.

**BIPC National Network:** has the meaning set out in paragraph (B) of the Background section.

**BIPC Standards:** the BL's requirements with regards to BIPC Nottingham and the BIPC National Network as notified by the BL from time to time.

**BL Trade Marks:** the name "the British Library", the trade marks set out in Appendix 4, all related logos and imagery and all trade marks, logos and branding in relation to the Centre and the BIPC National Network.

**Centre:** has the meaning set out in paragraph (A) of the Background section.

**Confidential Information:** means all confidential information (however recorded or preserved) disclosed by a Party to the other Parties and whether before or after the date of this Agreement in connection with the Collaboration, including information which:

- (a) relates to the existence and terms of this Agreement;
- (b) would be regarded as confidential by a reasonable business person, relating to the business, assets, plans, affairs, customers, clients, suppliers, of the disclosing Party.

**Controller:** is as described under Data Protection Law.

**Data Protection Law:** (a) the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, otherwise known as the General Data Protection Regulation (GDPR), any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation; (b) any guidance, codes of practice or instruction issued by the ICO (or any other relevant supervisory authority) from time to time; (c) any replacement to, addition to, or amendment of, any of the foregoing including any national laws or regulations constituting a replacement or successor data protection regime to that governed by GDPR; and (d) any other applicable laws concerning data protection, or privacy which may come into force from time to time in any relevant jurisdiction.

**Funding Body:** any third party funder who may provide funds in furtherance of the Collaboration or in support of the BIPC National Network.

**Personal Data:** any information which falls within the definition of "personal data" under Data Protection Law.

**Processing, Processed and Process:** are as described under Data Protection Law.

- 1.2 Clause, Appendix and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 Purpose

- 2.1 Each of the Parties undertakes to:
  - 2.1.1 act in good faith and co-operate with the others in relation to the Collaboration;
  - 2.1.2 use all reasonable endeavours to avoid damaging the reputation or wellbeing of the other Party in relation to the Collaboration.
- 2.2 Implementation of this Agreement will be overseen by the contacts listed in part i) of Appendix 2. Decisions to implement any specific proposal or to expand or contract the scope of the

Collaboration as set out in Appendix 1, shall be jointly taken by them, upon advisement from colleagues in their respective organisations. Any such variation to the Parties' respective obligations under this Agreement shall be made in accordance with clause 20.

### **3 Responsibilities**

- 3.1 Each Party shall comply with its respective obligations as set out in Appendix 1.
- 3.2 Each Party shall, in relation to the obligations allocated to it under this Agreement:
  - 3.2.1 use reasonable care and skill in performing such obligations;
  - 3.2.2 comply with good industry practice;
  - 3.2.3 use reasonable endeavours to meet the timeframes set out in Appendix 1, but any such dates are estimates only and time for performance by any Party of its obligations under this Agreement shall not be of the essence of this Agreement;
  - 3.2.4 comply with all laws applicable to it;
  - 3.2.5 obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations; and
  - 3.2.6 if on the other Party's premises, comply with that Party's health and safety and site regulations made known to it.
- 3.3 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 3.4 For the avoidance of doubt, the BL retains the right to approach and engage with other organisations other than Nottingham City Council in relation to BIPC National Network.

### **4 Business & IP Centre Network Steering Group**

- 4.1 The Parties acknowledge and confirm their obligations to comply with governance arrangements in respect of the Collaboration as set out in Appendix 1, if applicable.

### **5 Quality control**

- 5.1 Nottingham City Libraries shall adhere to all reasonable instructions and standards notified by the BL (including the BIPC Standards) in relation to the Collaboration.
- 5.2 Each Party will use all reasonable endeavours to procure compliance by their personnel with the BIPC Standards and any general principles agreed between the Parties from time to time as to the quality and standards of services and engagement with visitors receiving such services as part of the Collaboration.
- 5.3 The BL shall be permitted to amend or update the BIPC Materials and the BIPC Standards from time to time by notice in writing and Nottingham City Libraries shall implement any such changes on reasonable notice from the BL.
- 5.4 Nottingham City Libraries shall not be permitted to materially vary or deviate from the BIPC Materials and the BIPC Standards unless previously agreed in writing with the BL.
- 5.5 Nottingham City Libraries shall permit the BL, or any person authorised by the BL to enter Nottingham City Libraries premises and subject to providing reasonable prior notice, to:
  - 5.5.1 take copies of, or extracts from, the books and records in relation to the Collaboration;
  - 5.5.2 interview any staff or volunteers involved with the Collaboration; and
  - 5.5.3 observe training sessions and workshops in relation to the Collaboration

5.6 Nottingham City Libraries shall promptly comply with any recommendations made by the BL with regards to the delivery of the Collaboration.

## 6 Funding Body obligations

6.1 At the date of this Agreement the Parties will be in receipt of third party grant funding, through the Department for Digital, Media, Culture and Sport. The Parties shall comply with any Funding Body obligations that are applicable to the Collaboration, or as otherwise required in respect of the funding and notified by the BL to the other Parties. See **Appendix 5** for each Party's obligations in relation to this funding.

6.2 The Parties will collaborate in a timely manner in providing to the Funding Body such information, data and reports at such intervals as the Funding Body may require from time to time.

## 7 Reporting

7.1 Nottingham City Libraries shall respond to reasonable ad hoc requests from the BL for information about the progress of the Collaboration, for the purpose of measuring and demonstrating the reach and impact of the services.

7.2 Nottingham City Libraries shall provide information, data and reports as required for the purposes of clause 6.2, Appendix 1 and Appendix 5.

## 8 Intellectual Property

8.1 The BL hereby grants to Nottingham City Libraries a non-exclusive, revocable license for the term of this Agreement to make use of the BL Trade Marks strictly to the extent necessary to enable Nottingham City Libraries to exercise its rights and comply with its obligations under this Agreement.

8.2 All rights in and interests to any intellectual property in the BIPC Materials and any other intellectual property owned by the BL before the commencement of this Agreement or developed independently of the Collaboration, (including but not limited to materials developed in relation to the BIPC National Network and its branding guidelines and/or trademarks) ("**BL Background IP**") shall at all times vest with the BL. The BL hereby grants to Nottingham City Libraries a non-exclusive, royalty-free, revocable license for the term of this Agreement to make use of the BL Background IP for the purposes of exercising its rights and complying with its obligations with respect to the Collaboration.

8.3 All rights in, and interests to, any intellectual property owned by Nottingham City Libraries] before the commencement of this Agreement ("**Partner Background IP**") shall at all times vest with Nottingham City Libraries. Nottingham City Libraries hereby grants to the BL a non-exclusive, royalty-free, revocable license for the term of this Agreement to use the Partner Background IP for the purposes of the Collaboration.

8.4 Subject to clauses 8.5 and 8.8, any copyright in any materials specifically and exclusively developed or generated by a Party in the course of the Collaboration ("**Created IP**") shall be owned by the Party who created them.

8.5 The Parties shall only use the Created IP in furtherance of the Collaboration.

8.6 The BL grants to Nottingham City Libraries a non-exclusive, personal, royalty-free, non-transferable licence during the term of this Agreement to use the Created IP created by the BL to the extent necessary for Nottingham City Libraries to exercise its rights and carry out its obligations in relation to the Collaboration.

8.7 Nottingham City Libraries grants to the BL a non-exclusive, personal, royalty-free, non-transferable licence during the term of this Agreement to use the Created IP created by Nottingham City Libraries to the extent necessary for the BL to exercise its rights and carry out its obligations in relation to the Collaboration.

8.8 On expiry or termination of this Agreement, neither the BL nor Nottingham City Libraries shall make any further use of the Created IP and in respect of the Created IP created by

Nottingham City Libraries shall deliver this to the BL, or if the BL shall so elect, destroy, such Created IP in accordance with clause 14.7.1 of this Agreement,

- 8.9 Each Party shall as soon as reasonably practicable give written notice of any actual, threatened or suspected infringement of any other party's intellectual property rights used in connection with the Collaboration of which it becomes aware.
- 8.10 For the avoidance of doubt, Nottingham City Libraries acknowledges that the BL owns all right, title and interest in and to the intellectual property rights in the BL Trade Marks and the BIPC Materials and Nottingham City Libraries makes no claim to any title or other proprietary right to the BL Trade Marks or the BIPC Materials.
- 8.11 Other than as permitted under this Agreement, Nottingham City Libraries shall not at any time use or adopt any trade mark, trade name, logo or commercial designation that infringes upon, includes or is similar to or may be mistaken for the whole or any part of any of the BL Trade Marks or any trade mark, trade name or commercial designation used by the BL without the BL's prior written consent, provided that this shall not prevent the use of the word 'library' or 'business' or 'intellectual property' by Nottingham City Libraries.

## 9 Warranties

- 9.1 Each Party warrants that:
  - 9.1.1 it has full power and authority to carry out the actions contemplated under this Agreement;
  - 9.1.2 its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party; and
  - 9.1.3 so far as it is aware, all information, data and materials provided by it under this Agreement will be accurate and complete in all material respects, and
  - 9.1.4 it is entitled to provide the information, data and materials provided by it under this Agreement to the other without recourse to any third party.
- 9.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

## 10 Confidentiality

- 10.1 The provisions of this clause 10 shall not apply to any Confidential Information that:
  - 10.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party in breach of this clause); or
  - 10.1.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; or
  - 10.1.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or
  - 10.1.4 the Parties agree in writing is not confidential or may be disclosed; or
  - 10.1.5 is required to be disclosed pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the Party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law; or

- 10.1.6 (without prejudice to the generality of clause 10.1.5 above) is strictly necessary to be disclosed to ensure compliance with the Freedom of Information Act 2000, provided that the disclosing Party complied with clause 12.3.
- 10.2 Each Party shall keep the other Parties' Confidential Information confidential and shall not:
- 10.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement ("**Permitted Purpose**"); or
- 10.2.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.
- 10.3 A Party may disclose another Party's Confidential Information to those of its personnel who need to know such Confidential Information for the Permitted Purpose, provided that:
- 10.3.1 it informs such personnel of the confidential nature of the Confidential Information before disclosure; and
- 10.3.2 it procures that its personnel shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- and at all times, it is liable for the failure of its personnel to comply with the obligations set out in this clause 10.
- 10.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other Parties in relation to the content of such disclosure.
- 10.5 Nottingham City Libraries shall not provide the blueprint materials to any third party, other than those in the BIPC National Network without prior written consent of the BL.

## 11 **Publicity**

- 11.1 No Party shall make any public statement in relation to this Agreement without the prior written consent of the other Parties.
- 11.2 The Parties shall jointly agree the timing and content of all joint publicity materials and press releases to promote the Collaboration.
- 11.3 Subject to the joint publicity materials referenced in clause 11.2, each Party shall obtain written approval from the other Party prior to making any announcement or advertisement or releasing any information regarding this Agreement or the Parties' activities relating to its participation in the Collaboration. The Party from whom approval is being sought shall respond to the request within ten (10) working days from receipt of the request and shall not unreasonably withhold approval.
- 11.4 For the duration of this Agreement each Party grants to the other the right to use its name and logo on the other's website in order to promote the Parties' activities relating to its participation in this Agreement and the Collaboration.
- 11.5 Notwithstanding the other provisions of this clause 11, the BL shall be permitted to mention that Nottingham City Libraries is operating BIPC Nottingham and include reference to it in relevant documentation, as part of the BL's work in relation to the BIPC National Network and on the BL's website.

## 12 **Freedom of Information**

- 12.1 Each of the Parties acknowledge that the other is subject to the requirements of the Freedom of Information Act 2000 ("the **Act**") and shall provide all necessary assistance as reasonably required by a Party to enable that Party to comply with the Act.

- 12.2 Each of the Parties agrees to:
- 12.2.1 transfer any request for information to the other Party as soon as practicable after receipt;
  - 12.2.2 provide the other Party with a copy of all Information in its possession in the form that is required by law as soon as practicable following the other Party requesting that information; and
  - 12.2.3 provide assistance required by law as reasonably requested by the other Party to enable it to respond to a request for Information within the time for compliance set out in section 10 of the Act.
- 12.3 The Party obliged to disclose information relating to this Agreement pursuant to requirements of the Act, shall endeavour to consult with the other Parties before any such disclosure is made. However, the Parties acknowledge that the disclosing Party shall be responsible for determining, at its absolute discretion, whether Information is: (a) exempt from disclosure in accordance with the provisions of the Act or; (b) is to be disclosed in response to a request for Information, and in no event (unless required by statutory, legal or parliamentary obligation) shall the other Party respond directly to a request for Information unless expressly authorised to do so by the disclosing Party. The other Party agrees to comply with any such decisions taken by the disclosing Party.
- 12.4 Each of the Parties shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall be available for the other Parties to inspect such records as requested from time to time on reasonable notice and where reasonably practicable.
- 13 Conduct of business**
- 13.1 The Parties shall at all times conduct their respective obligations under this Agreement in a proper and professional manner
- 13.2 The Parties shall not act improperly in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Nottingham City Libraries shall comply with any BL policy or procedure governing anti-bribery notified to it by the BL. For the purposes of this clause to act improperly shall be interpreted in accordance with the Bribery Act 2010.
- 14 Term and termination**
- 14.1 This Agreement is deemed to have commenced on [INSERT DATE ARRANGEMENTS STARTED] (**Commencement Date**).
- 14.2 Unless terminated earlier in accordance with this clause 14, this Agreement shall continue until **31<sup>st</sup> March 2023** (the "**Initial Term**"), when it will terminate automatically without notice unless, no later than thirty (30) days before the end of the Initial Term, the Parties undertake a review and agree to extend this Agreement for a further twelve (12) months or such longer period as may be agreed in writing (**Extended Term**).
- 14.3 If the Parties wish to extend this Agreement beyond expiry of the Extended Term (or any subsequent Extended Term) the Parties shall mutually agree this no later than thirty (30) days before expiry of the then current Extended Term.
- 14.4 Either of the Parties may terminate this Agreement by written notice to the other Party at any time during an Extended Term on giving the other Party no less than three (3) months' prior written notice.
- 14.5 The BL may terminate this Agreement immediately by written notice to the other Party if:
- 14.5.1 either Nottingham City Libraries commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or



- 14.5.2 if Nottingham City Libraries engages in any act which, in the BL's reasonable opinion, has a detrimental effect on the Collaboration, the BIPC National Network, or the brand or reputation of the BL.
- 14.6 Nottingham City Libraries may terminate this Agreement immediately by written notice to the BL if either:
- 14.6.1 the BL commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or
- 14.6.2 BL engages in any act which, in Nottingham City Libraries reasonable opinion, has a detrimental effect on the Collaboration, the BIPC National Network, or the brand or reputation of Nottingham City Libraries.
- 14.7 On termination of this Agreement all licenses granted under this Agreement shall cease to have effect.
- 14.8 On termination or expiry of this Agreement, Nottingham City Libraries shall:
- 14.8.1 At the BL's election, either safely return to the BL or destroy all BIPC Materials, all Created IP and any other property and information of the BL or of the BIPC Network that it has in its possession or control; and
- 14.8.2 cease to make use of the BIPC Materials and any Created IP; and
- 14.8.3 cease to operate BIPC Nottingham or hold itself out as having any connection with the BL or the BIPC National Network.
- 14.9 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

## 15 **Liability**

- 15.1 For the avoidance of doubt, each of the Parties remain severally liable for any losses or liabilities incurred in relation to the Collaboration due to their own or their employees' actions and no Party intends that the other Parties shall be liable for any loss it suffers as a result of this Agreement .
- 15.2 Nothing in this Agreement shall limit or exclude a Party's liability:
- 15.2.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- 15.2.2 for fraud or fraudulent misrepresentation;
- 15.2.3 for breach of any obligation as to title or quiet possession implied by statute; or
- 15.2.4 for any other act, omission, or liability which may not be limited or excluded by law.
- 15.3 Subject to clause 15.2, no Party shall have any liability to any other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.

## 16 **Data protection**

- 16.1 Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of Personal Data, including (without limitation) the Data Protection Law. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

- 16.2 For the avoidance of doubt, each Party shall, where processing Personal Data as part of its rights and obligations with regards to the Collaboration as a Controller, be responsible for its own compliance with Data Protection Law.
- 16.3 To the extent that a Party discloses Personal Data to another Party it will ensure that such disclosure is fair, lawful and transparent in the context of the purposes for which the Personal Data is to be processed by the receiving Party and otherwise complies with the requirements of Data Protection Law.
- 16.4 As between the BL and Nottingham City Libraries, Nottingham City Libraries is a Processor with respect to the Beneficiary Feedback Personal Data and Appendix 3 shall apply to such Processing.

## 17 **Dispute resolution**

- 17.1 The Parties agree to use their best commercial endeavours to settle any dispute by negotiation, acknowledging that all the Parties are committed to the success of the Collaboration.

## 18 **Force majeure**

- 18.1 A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party provided that Party give the other Parties prompt notice of such occurrence or circumstances and uses all reasonable endeavours to resume performance of their obligations as soon as reasonably possible.
- 18.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then Parties shall discuss whether continuation of the Collaboration is viable, or whether the this Agreement should be terminated.

## 19 **Assignment and other dealings**

- 19.1 No Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Parties (not to be unreasonably withheld or delayed).

## 20 **Variation**

- 20.1 No variation of this Agreement shall be effective unless it is in writing and signed by all the Parties (or their authorised representatives).

## 21 **Notices**

- 21.1 Any notice required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by special delivery or first-class recorded delivery or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 21.2 Any notice shall be deemed to have been received:
- 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - 21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 21.4 A notice given under this Agreement is not valid if sent by email.

## 22 **Severance**

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22.2 If one Party gives notice to the others of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 23 **No partnership or agency**

23.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute any Party as the agent of any other Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of any other Party without that Party's express written consent.

## 24 **Rights and remedies**

24.1 Except as expressly provided in this Agreement the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 25 **Waiver**

25.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

25.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 26 **Counterparts**

26.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 27 **Third party rights**

27.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 28 **Further assurance**

28.1 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

## 29 **Entire agreement**

29.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

29.2 Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

30 **Governing law and jurisdiction**

30.1 This Agreement shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date stated at the beginning of it.

**SIGNATURES**

Signed for and on behalf of the **British Library** by:

Signed for and on behalf of Nottingham City Council by:

Full Name:

Full Name:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title:

Title:

Date:

Date:

## Appendix 1: Responsibilities

### Part 1 - Obligations of the BL

| Party                  | Task  | Timescale                 |
|------------------------|---|---------------------------|
| <b>British Library</b> | i) Provide the BIPC Materials, and give support to create marketing materials based on branding guideline templates.  | October 2020 – March 2023 |
|                        | ii) Provide marketing support to raise awareness of BIPC services locally through digital advertising, social media and promo campaigns to drive footfall and demand  | October 2020 – March 2023 |
|                        | iii) Support shared marketing activities for national events such as BIPC National Start-up Day and Global Entrepreneurship Week  | October 2020 – March 2023 |
|                        | iv) Coordinate advocacy campaigns to attract any further long term or short term investment and support.  | Ongoing                   |
|                        | v) Broker subsidised database subscriptions with business information database publishers   | Ongoing                   |
|                        | vi) Support bidding and fundraising activities including assistance with bid/proposal writing, alerting to relevant funding opportunities, brokering relationships with potential private sector/corporate sponsors | Ongoing                   |
|                        | vii) Coordinate a programme of staff training for delivery of business information workshops and intellectual property workshops and facilitate shadowing at the British Library                                    | Ongoing                   |
|                        | viii) Commission and coordinate a national impact study every 3 years to measure the economic impact of Business & IP Centre services within the BIPC National Network  | Ongoing                   |
|                        | ix) Provide Management Information support to regularly collate, analyse and report on feedback from users of BIPC services   | Ongoing                   |
|                        | x) Provide Project Manager support to update on opportunities, coordinate steering group meetings, ad hoc meetings, Knowledge Exchange summits, facilitate joined up services and broker relationships              | Ongoing                   |
|                        | xi) Support with engaging local delivery, marketing and strategic partners to deliver services and promote the Business & IP Centre in each location  | Ongoing                   |

### Part 2 - obligations of Nottingham City Council

|                                |   |         |
|--------------------------------|---|---------|
| <b>Nottingham City Council</b> | i) Nottingham City Libraries will adapt its facilities to ensure effective supply and delivery of all aspects of BIPC Nottingham services, in line with the standards and ethos of the network model which requires single site delivery. | Ongoing |
|                                | ii) Provide senior representation on the Business & IP Centre Network steering group, and to deputise where necessary to ensure representation at quarterly meetings  | Ongoing |

|       |   |                           |
|-------|---|---------------------------|
| iii)  | Develop activities at Nottingham City Libraries in line with the proposed standard service level to provide library run workshops (Business Information and Intro to IP or equivalent), Partner workshops, 1 to 1 clinics, networking events, large scale events etc  | October 2020 – March 2023 |
| iv)   | Provide access to business information collections at the Library in line with the standard service level, including but not limited to: i) A general business reference database (e.g. COBRA), ii) A company information database, iii) A market research database   | October 2020 – March 2023 |
| v)    | Ensure that services adhere to PatLib Standards & Constitutions in delivery of IP support (handling enquiries and delivering advice sessions or workshops). Liaise with the Intellectual Property Office to ensure staff are trained appropriately through the IP Masterclass or through other ad hoc training support on offer.  | Ongoing                   |
| vi)   | Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.   | Ongoing                   |
| vii)  | Adhere to the branding guidelines where marketing materials are created using Business & IP Centre templates (including posters, brochures, eflyers and a website homepage), to ensure a consistent visual identity is achieved, including: <ul style="list-style-type: none"> <li>• Positioning and sizing of Business &amp; IP Centre logo</li> <li>• Positioning and sizing of the Local authority/Parent org logo</li> <li>• Positioning and sizing of the British Library logo</li> <li>• Positioning and sizing of other local partner logos/ the IPO/ funding bodies</li> <li>• Use of the specified colour palette for text</li> <li>• Use of specified font (Syntax Roman, Syntax Italic, Syntax Bold)</li> <li>• Correct positioning of text</li> <li>• Messaging in keeping with the tone of voice</li> <li>• Use of images provided by the British Library</li> <li>• Correct positioning and cropping of images</li> </ul> | October 2020 – March 2023 |
| viii) | Report on activity on a quarterly basis and obtain consistent user feedback, endeavouring to achieve a 60% feedback form return rate using a mixture of the Impact Tool and hard copy templates provided by the BL to feed into regular MI reports  | Quarterly                 |
| ix)   | Continue to build partnership programme with local delivery, marketing and strategic partners.  | Ongoing                   |
| x)    | Pursue leads at a local level with stakeholders including, but not limited to, LEPs, Council stakeholders, MPs, economic development organisations, HE & FE colleges, private sector organisations etc and broker relationships with the British Library where appropriate.   | Ongoing                   |
| xi)   | Commit to training for key staff in delivery of business & IP services, utilising IPO masterclasses, BL training and shadowing opportunities where available.   | Ongoing                   |
| xii)  | Commit to appointing key BIPC members of staff in accordance with Appendix 5, Schedule 1  | October 2020 – March 2023 |

|  |   |                                  |
|--|---|----------------------------------|
|  | <p>xiii) Commit to delivering the covid-19 recovery programme 'Reset. Restart' including signposting users to the national programme of webinars delivered by the British Library, and delivering local activities to SMEs such as (but not limited to) webinars, workshops, one-to-ones or small group networking activities</p>   | <p>October 2020 – March 2021</p> |
|  | <p>xiv) Commit to piloting the roll out of a 'hub and spoke' BIPC offer in partnership with libraries across its library branch network and/or in partnership with neighbouring local authorities, which includes identifying and adapting suitable space in library buildings for delivery of BIPC activities, providing a shared programme of face to face and virtual services for service users, and organising shared business database licences across multiple sites</p> | <p>October 2020 – March 2023</p> |



## Appendix 2: Contact details

### i) Nottingham City Libraries Contacts (Head of Library service, BIPC Manager/ Operational team etc)

| Name           | Title   | Telephone     | Email                                |
|----------------|---|---------------|--------------------------------------|
| Nigel Hawkins  | Head of Culture and Libraries                 | 0115 876 4969 | nigel.hawkins@nottinghamcity.gov.uk  |
| Terranum Abbas | Service Manager                               | 0115 876 4963 | terranum.abbas@nottinghamcity.gov.uk |
| Ruth Hawley    | Library Lead – Economic, Health and Wellbeing | 0115 876 1131 | ruth.hawley@nottinghamcity.gov.uk    |
|                |   |               |                                      |

### ii) Main British Library BIPC National Network Contacts

| Name          | Title                                     | Telephone     | Email  |
|---------------|---|---------------|--|
| Isabel Oswell | Head of Business Audiences                | 0207 412 7279 | <a href="mailto:isabel.oswell@bl.uk">isabel.oswell@bl.uk</a> |
| Dave Gimson   | BIPC National Network Manager             | 0207 412 7804 | <a href="mailto:david.gimson@bl.uk">david.gimson@bl.uk</a>   |
| Simon Martin  | BIPC Management Information Coordinator   | 0207 412 7421 | <a href="mailto:simon.martin@bl.uk">simon.martin@bl.uk</a>   |
| Alyssa Ali    | BIPC Network Project Coordinator          | 0207 412 7421 | <a href="mailto:alyssa.ali@bl.uk">alyssa.ali@bl.uk</a>       |
| Remi Ray      | Business Programmes Manager               | 0207 412 7208 | <a href="mailto:remi.ray@bl.uk">remi.ray@bl.uk</a>           |
| Clare Harris  | Strategic Partnerships Manager            | 0207 412 7261 | <a href="mailto:clare.harris@bl.uk">clare.harris@bl.uk</a>   |
| Nigel Spencer | Research and Business Development Manager | 0207 412 7014 | <a href="mailto:nigel.spencer@bl.uk">nigel.spencer@bl.uk</a> |
| Neil Infield  | Business & IP Centre Manager              | 0207 412 7461 | <a href="mailto:neil.infield@bl.uk">neil.infield@bl.uk</a>   |

### Appendix 3: Data protection

This Appendix 3 is designed to set out the obligations and rights of the BL in its capacity as the “Controller” and Nottingham City Libraries in its capacity as the “Processor”.

#### Part 1

- 1 With regards to the beneficiary feedback Personal Data, if a Party acts as a Processor of Personal Data ("**Processor**") for another Party ("**Controller**") in relation to any activities under this Agreement then the Processor shall:
  - 1.1 process such personal data only for the purposes of this Agreement unless required to do so otherwise by law and subject to any express written instructions of the Controller from time to time, and otherwise on such terms relating to the processing as the Controller may reasonably specify in writing;
  - 1.2 taking into account the nature of the processing, assist the Controller in complying with its obligations under Data Protection Law and in demonstrating such compliance, including by documenting and agreeing in writing any particular aspects of the processing and providing such information and guarantees in relation to the processing, to the extent reasonably required to do so by the Controller;
  - 1.3 provide such assistance as is reasonably requested by the Controller in responding to any data subject access request and to ensure compliance with its obligations under Data Protection Law with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
  - 1.4 notify the Controller without undue delay on becoming aware of a Personal Data breach or communication which relates to the Controller's compliance with Data Protection Law;
  - 1.5 at the written request of the Controller, delete or return Personal Data and any copies thereof to the Controller on expiry or termination of this Agreement unless required by Data Protection Law to store the Personal Data; and
  - 1.6 maintain complete and accurate records and information to demonstrate compliance with this Appendix 3 and allow for audits by the Controller or the Controller's designated auditor;
  - 1.7 promptly comply with any reasonable request from the Controller, requiring the Processor to provide details of the Personal Data or amend, transfer or delete the Personal Data (whether or not at the Controller's request, or in response to a Data Subject's rights under Data Protection Law);
  - 1.8 without prejudice to the other provisions of this Agreement which place obligations on the Processor in respect of its employees and any sub-processors, take all reasonable steps to ensure that persons authorised to Process Personal Data on behalf of the Processor or Controller have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality are aware of the Parties', and their personal, duties and obligations under Data Protection Law and this Agreement;
  - 1.9 take reasonable steps to ensure the reliability of any of the Processor's employees who have access to Personal Data;
  - 1.10 not engage a sub-processor without:
    - (a) the written authorisation from the Controller; and
    - (b) having in place a written contract with that sub-processor which complies with Data Protection Law and is on terms which offer at least equivalent as this Agreement in all respects in regard to confidentiality, security and Data Protection Law; and
  - 1.11 ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or

accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting Personal Data;
- (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
- (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

## **Part 2 Processing by the Processor**

### **1 SCOPE & NATURE**

1.1 The collection and delivery to the BL of the Beneficiary Feedback Personal Data

### **2 PURPOSE OF THE PROCESSING**

2.1 The purpose for the Processing has been identified as recording and tracking beneficiaries of BIPC Nottingham and has the aim of providing evidence of outputs and results to monitor any KPIs jointly agreed by all parties. The Personal Data will only be processed in so far as the activity set out in this Appendix 3.

2.2 The Personal Data may not be processed in any way except for that which is identified at paragraph 2.1 of Part 2 of this Appendix 3, or as otherwise instructed by the BL in writing, unless required to do so otherwise by law.

2.3 The Personal Data shall only be transferred between the Parties by methods which are deemed secure and the parties will ensure they have policies and procedures in place to prevent unauthorised or unlawful processing, loss, destruction of or damage to the Personal Data.

2.4 Each Party will have in place suitable data breach procedures and the Processor will notify the Controller of any such breach within 24 hours of it occurring, unless there are legal obligations not to do so. In event of a breach, reasonable assistance will be provided to ensure compliance in the handling of such matters.

### **3 DURATION OF THE PROCESSING**

3.1 The processing of data for the purposes of this agreement shall continue in accordance with the timescales set out in 14.2 of this Agreement

### **4 TYPES OF DATA & DATA SUBJECTS**

4.1 The Personal Data which will be shared includes:

- a) Names and contact information of beneficiaries
- b) Business information (where applicable) of beneficiaries
- c) Beneficiary ethnicity, gender, age, disability.

## Appendix 4: BL Trade Marks



## Appendix 5 – Funding

This Appendix 5 is intended to set out the obligations of the Parties with respect to the funding allocation as part of the Chancellor of the Exchequer's Spring Budget 2020 announcement, namely that *"the government will invest £13 million to expand the British Library's network of Business and Intellectual Property Centres to 21 cities and 18 surrounding local library networks across England, providing entrepreneurs with business support, free access to market intelligence, IP workshops and one-to-one coaching"*.

### 1. OBLIGATIONS OF THE NOTTINGHAM CITY COUNCIL

- 1.1 The Grant shall be applied by the Nottingham City Council to conduct the Nottingham City Council Responsibilities (Appendix 1) in accordance with this Agreement and for no other purpose.
- 1.2 The Nottingham City Council shall be responsible for all financial conduct and administration of the Grant and for the Nottingham City Council responsibilities and will provide facilities and meet any other expenses incurred by the Nottingham City Council which do not form part of this Collaboration Agreement.

### 2. THE GRANT

- 2.1 The British Library shall be responsible for the British Library Responsibilities as outlined in Appendix 1.
- 2.2 The British Library shall make grant payments each year as follows: 2020/21: £230,835; 2021/22: £234,782; 2022/23: £239,055, to the total sum of £704,673, in particular to support the costs incurred by Nottingham City Council as outlined in Schedule 1. The British Library reserves the right to withhold payment of the Grant if it determines that the Grant monies are not applied for the purpose of meeting these costs.
- 2.3 Subject always to the British Library being in receipt of the relevant part(s) of the Funding, the Grant shall be paid by the British Library annually to the bank account notified to the British Library by the Nottingham City Council.
- 2.4 For the avoidance of doubt, the Grant or any part of it will only be paid to the extent that the British Library has the available Funding through its Grant In Aid payment from its Government sponsoring body the Department for Digital, Culture, Media and Sport (DCMS). The British Library will not be liable for any losses or costs (including but not limited to bank charges) if for any reason DCMS does not make a payment or payments of any portion of the Grant on the date(s) agreed with the Nottingham City Council (or if it does not make a payment at all).
- 2.5 Payments of the Grant shall reflect the Nottingham City Council incurred costs as outlined in Schedule 1, as supported by an audit record upon request (as reasonably specified by the British Library).
- 2.6 The Nottingham City Council shall hold the Grant in a separate bank and / or bookkeeping account (ie, separate accounting system or an adequate accounting code) so that at all times the use made of the Grant and compliance with this Agreement can be monitored.
- 2.7 The overall level of the Grant is capped and in no circumstances will the British Library be liable to pay the Nottingham City Council any amount in excess of the total Grant.
- 2.8 In the event of early termination of this Agreement the British Library shall be liable to pay the Nottingham City Council only for funds properly spent or committed by the Nottingham City Council as of the date of termination. Where the Nottingham City Council's actual expenditure is lower than the maximum indicated in the Grant, the British Library shall be under no obligation to pay to the maximum, and may request the return of any unspent balance to the British Library.

### 3. THE DCMS FUNDING AGREEMENT/ MOU

- 3.1 The Nottingham City Council hereby acknowledges that it has had the opportunity to review the MOU and undertakes to the British Library that it will perform its obligations under this Agreement:
- 3.1.1 in compliance with the terms of the MOU, in particular with clause 5.3 thereof, The money must be managed in accordance with HM Treasury's documents: *Managing Public Money*<sup>1</sup> and the current *Consolidated Budgeting Guidance*<sup>2</sup>, and otherwise in a manner not inconsistent with the MOU, and
- 3.1.2 so as not put the British Library in breach of any of its obligations under the MOU.
- 3.2 The British Library shall be entitled to require the Nottingham City Council to promptly repay the Grant (or part thereof) within sixty (60) days of the British Library's request (or within such other period as the British Library may reasonably specify):
- 3.2.1 in the event that DCMS for any reason requires the British Library to repay any of the DCMS Funding which has been paid to the Nottingham City Council; except from funds already spent or committed by the Nottingham City Council (where those funds have been properly spent or committed in accordance with the terms of this Agreement);
- 3.2.2 where funds are paid in error, or as a result of fraud, bribery or malpractice.

#### 4. **CHANGES**

The Nottingham City Council shall not change or modify the Responsibilities (Appendix 1) without the British Library's prior written consent. Where changes are made without the British Library's prior written agreement, it will be entitled to withhold or reclaim any funds that have not been used for the approved purposes.

#### 5. **RECORD KEEPING, INSPECTION, REPORTING AND OVERSIGHT**

- 5.1 The Nottingham City Council shall maintain full, accurate, and clear records of receipts, invoices and expenditures under the Grant, and will provide reports upon request to the British Library in accordance with this Agreement. Such records and copies should be kept for at least three (3) calendar years following termination or expiry of this Agreement. The Nottingham City Council shall make such records available to the British Library or its duly appointed agents on reasonable notice (which may be immediate if the British Library has significant concerns about the management of the Grant) and provide reasonable co-operation and assistance with any audit, inspection or investigation conducted by or on behalf of the British Library.
- 5.2 The Nottingham City Council shall closely monitor the delivery and success of the Responsibilities and the application of the Grant to ensure that the aims and objectives of the Spring Budget Business Case are met in accordance with the terms of this Agreement and shall collect, maintain and make available to the British Library clear, accurate and complete records of all aspects of its performance and conduct of the Responsibilities and performance of its obligations under this Agreement (in such format as the British Library may reasonably specify).
- 5.3 The Nottingham City Council shall report in accordance with the reporting obligations set out in the Nottingham City Council responsibilities in Appendix 1 or as otherwise directed by the British Library.
- 5.4 The British Library may monitor and conduct an evaluation of the use of the Grant, which may include visits from its personnel to the Nottingham City Council's premises (or such other location where the Grant is being expended), observing the Nottingham City Council's operations, discussing the service and grant allocations with Nottingham City Council personnel, and reviewing financial and other records and materials relevant to the Grant.
- 5.5 The Nottingham City Council agrees to permit any person authorised by the British Library reasonable access to its employees, agents, premises, facilities and records for the purpose

<sup>1</sup> <https://www.gov.uk/government/publications/managing-public-money>

<sup>2</sup> <https://www.gov.uk/government/publications/consolidated-budgeting-guidance-2020-to-2021>

of discussing, monitoring and evaluating the grant expenditure and service delivery in accordance with this Collaboration Agreement.

### Schedule 1

|   | <b>2020-21</b> | <b>2021-22</b> | <b>2022-23</b> |
|---|----------------|----------------|----------------|
| Online database subscriptions   | 50,000         | 50,000         | 50,000         |
| Outreach Officer/ Business Engagement Marketing Manager (1FTE) (or appropriate/ equivalent job title) | 22,500         | 45,000         | 45,000         |
| BIPC Specialist (1FTE) (or appropriate/ equivalent job title)   | 16,800         | 33,600         | 33,600         |
| COVID-19 recovery Reset. Restart programme  | 27,000         | -              | -              |
| Marketing and Promotions  | 22,300         | 15,000         | 15,000         |
| <b>Sub-Total</b>  | <b>138,600</b> | <b>143,600</b> | <b>143,600</b> |
| BIPC hubs extended database subscriptions   | 25,000         | 25,000         | 25,000         |
| BIPC hubs costs (1 FTE Coordinator or BIPC Specialist, Marketing, T&S)                                | 25,000         | 55,000         | 55,000         |
| Hub Refits  | 35,000         | -              | -              |
| <b>Sub-Total</b>  | <b>85,000</b>  | <b>80,000</b>  | <b>80,000</b>  |
| <b>TOTAL</b>  | <b>223,600</b> | <b>223,600</b> | <b>223,600</b> |
| <b>TOTAL Inc INFLATION</b>  | <b>230,835</b> | <b>234,782</b> | <b>239,055</b> |