



MEMORANDUM OF UNDERSTANDING: REF XXXXXXXX

1 This Memorandum of Understanding (“the Agreement”) is made on XX

Between:

A. The Department for Digital, Culture, Media & Sport (“DCMS”), at 100 Parliament Street, London, SW1A 2BQ

and

B. British Library (“BL”), at 96 Euston Road, London, NW1 2DB

each a “Party” and together the “Parties”.

2 Purpose

- 2.1 The Chancellor of the Exchequer announced, at Spring Budget 2020¹, 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”*.
- 2.2 The purpose of this Memorandum of Understanding (“MoU”) is to record the agreement and govern the working relationship between DCMS and BL in relation to this £13 million investment and the expansion and acceleration of the latter’s Business and Intellectual Property Centre (“BIPC”) network, funded by DCMS and delivered by BL.
- 2.3 This MoU can be read in conjunction with the existing Management Agreement with BL.
- 2.4 The funding will be used for the purposes detailed in **Annex A** and for no other purpose.

3 Agreement

- 3.1 This MoU covers the working relationship between DCMS and BL.
- 3.2 This MoU is not intended to be legally binding, and no legal obligations or legal rights will arise between the Parties from this MoU. The Parties enter into this MoU intending to honour all of their obligations.

4 Amendments

- 4.1 Amendments to this MoU may be proposed at any time by DCMS or BL and must be agreed in writing and signed by an authorised signatory from each Party. Any amendments or extensions to the Management Procedures as set in **Annex A**, will be agreed by the Parties and appended to this MoU.

¹ <https://www.gov.uk/government/publications/budget-2020-documents/budget-2020>



- 4.2 Between the Budget and this MoU, the COVID-19 pandemic has necessitated adjustment of the original financial profile and planned activities. These amendments are detailed in **Annex B**.

5 Arrangements relating to the payment of the grant for the expansion of the BIPC network

- 5.1 The BIPC investment has a total budget allocation of **£13,000,102** across three years 2020/21 to 2022/23, with the following profile:

	TOTAL	2020/21	2021/22	2022/23
Capital expenditure	£586,974	£216,795	£220,502	£149,677
Total Capital (net)	£586,974	£216,795	£220,502	£149,677
Resource - Programme	£11,840,817	£3,230,246	£3,989,831	£4,620,741
Resource - Admin	£572,310	£187,476	£190,682	£194,152
Total Resource (net)	£12,413,127	£3,417,722	£4,180,513	£4,814,893
Total Spend (net)	£13,000,102	£3,634,517	£4,401,015	£4,964,570

- 5.2 DCMS will pay the sums set out in 5.1 above via an increase in Grant in Aid directly to BL, in line with the monthly Grant in Aid drawdown process. BL is responsible for ensuring it delivers the investment in accordance with the objectives and principles outlined in this MoU.
- 5.3 The money must be managed in accordance with HM Treasury's documents: *Managing Public Money*² and the current *Consolidated Budgeting Guidance*³.
- 5.4 There will be no flexibility for BL to move funds between years without the prior approval of DCMS and HM Treasury. Such approval will be given in exceptional cases only.

6 Management Procedures, Performance Monitoring, Reporting and Liaison Meetings

- 6.1 The Parties will carry out and participate in the management procedures, performance monitoring, reporting and liaison meetings as set out in **Annex A**.

7 Information Provision, Retention and Access

- 7.1 BL will keep such records and information about the management procedures which are being provided as are appropriate or are necessary for the effective operation of this MoU.

² <https://www.gov.uk/government/publications/managing-public-money>

³ <https://www.gov.uk/government/publications/consolidated-budgeting-guidance-2020-to-2021>



- 7.2 BL will supply information and briefing material to DCMS on request by the deadline specified. DCMS will aim to give as much notice as possible but may sometimes require a response to a short deadline, for example to answer a Parliamentary Question or to facilitate a visit by Ministers or other key personnel, including senior officials.
- 7.3 BL will provide DCMS with access to any of its records held in connection with the carrying out of the Management Procedures for the purposes of any audit or inquiry.
- 7.4 Both during this Agreement and after its termination, both Parties shall treat as confidential and shall not (other than in the proper provision of the Services) use or disclose to any person, firm, company, or any confidential information belonging to other Party [or its clients/suppliers/customers] nor permit its use or disclosure. The term “**confidential information**” shall include, but not necessarily be limited to, all information which is not publicly known including any information relating to each Parties’ employees, any trade secrets, know-how or other commercially sensitive information.
- 7.5 Both Parties agree to comply at all times with the Data Protection Act 1998 (up to and including 24 May 2018); and (on and from 25 May 2018), the Data Protection Act 2018 (“**DPA**”), and the General Data Protection Regulations 2018 (“**GDPR**”) in accordance with the detail contained in **Annex C** (example).

8 Evaluation

- 8.1 BL will provide an externally commissioned evaluation of the impact of this funding to deliver a robust assessment of the extent the objectives have been met and the expected outcomes have been realised. BL will lead on the arrangements for external evaluation, within existing budgets, with guidance provided by DCMS analysts as required.
- 8.2 BL will undertake the day to day management of the evaluation contract and will lead on evaluation specification, timescales, engagement of the evaluators with the monitoring and evaluation process and data collection as required. In addition DCMS expects to be involved in the evaluation steering group - including the option to chair this steering group. DCMS will have final sign-off of key evaluation products and research outputs, including the evaluation design and outcomes framework.
- 8.3 BL will establish proportionate evaluation and monitoring plans that clarify: 1) requirements for individual BIPCs including data collection 2) responsibility for undertaking evaluation 3) how quality standards will be met and timescales for completion.

9 Responsibilities

9.1 DCMS will:

- 9.1.1 make timely payments in accordance with the profile at 5.1;
- 9.1.2 provide direction and feedback in an appropriate and timely manner;
- 9.1.3 provide a set of key criteria to be used by BL in selecting who to work with and where to base the new hubs.

9.2 BL will:



- 9.2.1 be responsible for delivering the investment in the expansion and acceleration of the BIPC network in accordance with the agreed purposes of the investment as detailed in **Annex A**;
- 9.2.2 ensure delivery of the investment in accordance with the indicative timetable set out in **Annex C**. Delays should be flagged at the next appropriate liaison meeting;
- 9.2.3 report to DCMS in accordance with the procedures set out in **Annex A**.

10 Period of Agreement

- 10.1 This MoU will commence on the date hereof and will remain in force until the end of Financial Year 2022/23. Any changes to the agreement before then or after will require an addendum or new MoU.

11 Conflict of Interests

- 11.1 DCMS and BL will follow their existing procedures in resolving matters where conflicts of interest or a potential conflict arising between their staff and any contractor or other Party who may receive benefit from BL and DCMS's expenditure on the Programme arise.

12 Dispute Resolution

- 12.1 DCMS and BL will in good faith attempt to negotiate a resolution to any matter of dispute between them. In the event of a difference or dispute about any matter relating to the operation of this MoU which cannot be resolved at working level, the matter will be referred to the BL Chief Executive and DCMS Permanent Secretary for resolution.

13 Reference Documents

- 13.1 Documents that accompany this MoU and that will form part of the MoU can be found in the Annexes.



Department for
Digital, Culture,
Media & Sport

Memorandum of Understanding – Signatories

This is a Memorandum of Understanding (“MoU”) is between the following ‘Parties’:

The Department for Digital, Culture, Media & Sport (DCMS), at 100 Parliament Street, London, SW1A 2BQ

&

The British Library, at 96 Euston Road, London, NW1 2DB

Signed:

Date:

Name:

Position:

For the Secretary of State for Digital, Culture, Media and Sport

Signed:

Date:

Name:

Position:

For the British Library

Annexes:

A: Expansion of the BIPC network management procedures

B: [BIPC Bounce Back Service](#)

C: [GDPR info \(example\)](#)

D: [Outline timetable, milestones and KPIs](#)

E: [BIPC Network Pipeline - agreed](#)

F: [Budget bid](#)



Annex A: Expansion of the BIPC network management procedures

Background

1. The British Library's network of Business and Intellectual Property Centres ("BIPCs") is already well established and delivers excellent return on investment, creating enterprises and jobs, and boosting local economies. The model has been shown to be hugely effective⁴ at minimising the failure rate among small and medium enterprises (SMEs), and has had a particularly positive impact on female and black, asian and minority ethnic (BAME) business people, sectors under-represented in business, and attraction to creative, media and tech start-ups.
2. There are currently 13 BIPC hubs in England, including the central hub at British Library in St Pancras, London. The £13m will fund eight new BIPC hubs outside London, bringing the network in England to a total of 21. It will also fund 18 of these hubs (all but London and the two final hubs to come on board) to develop and / or enhance a spoke model, to ensure those hubs provide the business and intellectual property services in the local, high-street library networks connected to the hubs.

Programme aim

3. The aim of the investment is to:
 - Expand and accelerate the network of British Library Business and Intellectual Property Centres (BIPCs); and
 - Rollout the hub-and-spoke model to more of the existing centres to improve local access and increase impact.

Objectives

4. The objectives of the investment are to boost the productivity and earning power of people in England, and in particular those currently under-represented in business, through the provision of quality business support for small businesses and start-ups delivered through the unique vehicle of the public library network.

Scope

5. This investment is to support acceleration of the network within England working with the public library sector.
6. BL will manage the pipeline of hubs in accordance with the key criteria agreed between BL and DCMS as follows:
 - to ensure a good geographical spread of support across England outside London, and
 - to target areas with small business growth potential in need of early stage support.
7. BL will ensure all hubs are considered on this basis and will inform DCMS, through the

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https://www.bl.uk/britishlibrary/~/_/media/bl/global/business%20and%20ip%20centre/documents/reports/bl%20democratising%20entrepreneurship%20report%20july%202019.pdf?la=en&hash=F8BED7AFD972F48653ED316E75580BBB



reporting framework established below, of their recommendations and how they comply with this criteria.

Governance

8. BL is responsible for all administration of this fund, including the determination of the pipeline and the management of the relationships with the hub partners, and the evaluation of the investment in due course.
9. Roly Keating, Chief Executive British Library, will be the accounting officer responsible for ensuring the funds were used for the purposes intended.

DCMS Progress Monitoring and Reporting

10. A project team consisting of representation from DCMS and BL will meet six-weekly to review the progress of this investment. BL will provide an update to each monthly meeting, to include, at the minimum:
 - review of outputs - assessment of pipeline for discussion, update on spokes and reach, assessment against agreed delivery milestones (see **Annex D**)
 - update on performance against agreed key indicators (see **Annex D**)
 - review of risk register - to be held and managed by BL
 - quarterly - financial information in relation to the programme to assist in monitoring spend.
11. BL will manage the relationship with the network members who will provide the required information in a timely manner.

Pipeline

12. The pipeline will commence with Brighton & Hove and Worcestershire, as these are already in pilot phases. All future hubs will be determined against the following criteria specified in the **Scope** above:
 - to ensure a good geographical spread of support across England outside London, and
 - to target areas with small business growth potential in need of early stage support.
13. In addition, the location of new hubs should be determined taking into consideration opportunities to align with, for example, Local Industrial Strategies, and recognised or emerging Creative Clusters, given the strong representation of start-ups (24%) from the Creative, Media and Technology sectors. All Expressions of Interest will be clear about the time limitations of this funding and require evidence of future sustainability as part of any consideration.
14. BL will be guided by this criteria in inviting Expressions of Interest and in determining future hubs. Recommendations for future hubs (beyond Brighton & Hove and Worcestershire) will be made to DCMS and confirmed by the DCMS SRO (Deputy Director). The pipeline paper attached at **Annex E** was agreed at a meeting between DCMS and BL on 10 July as underpinning the approach to determining new hubs and pipeline over the three year period.
15. BL will deliver new hubs to the timetable in **Annex C**.

Management procedures and administration of the programme



16. BL will administer the investment in accordance with this MoU. BL is responsible for managing all aspects of the network.
17. BL is responsible for all operational assessment and monitoring of the funding. Responsibility for ensuring the effective operation of this on a day-to-day basis will lie with the BL Senior Supplier, subject to the overall supervision of the BL SRO. BL will ensure that the appropriate number of suitably experienced staff are available to manage and deliver the monitoring service.

Evaluation

18. BL will conduct an end-of-period economic impact evaluation as per MoU section **8 Evaluation** above.

Communication, complaints, and sharing information

19. DCMS and BL will stay in close communication throughout the delivery of this investment.
20. BL will nominate one person as a principal point of contact for managing this MoU. The present contact at BL for any queries about this MoU is David Gimson (david.gimson@bl.uk) and the present contacts at DCMS are Cheryl Shorter (Cheryl.shorter@dcms.gov.uk) and Jenny Harland (jenny.harland@dcms.gov.uk). BL and DCMS will advise of any change in contact as soon as reasonably possible.

Funding

21. Funding is provided to BL for the expansion of the network in accordance with the breakdown at section 5.1 of the MoU.
22. In respect of capital monies, these must be spent for capital purposes. BL is responsible for managing the capital budget to meet the purposes of the funding. This includes making decisions about the value of capital grants onwards to hubs. BL should be guided by the costings outline as expressed in the bid attached at **Annex F** (pages 12 and 13) but have the flexibility and freedom to make decisions as appropriate for each hub. If this diverges significantly from the outline budget, BL should confirm its approach with DCMS.