

**Bath & North East Somerset Council**

**Future of Modern Libraries**



LEARNING OFFER



DIGITAL OFFER



INFORMATION OFFER



READING OFFER

**AGREEMENT RELATING TO THE PROVISION OF  
a Community Run Library**



**DATE:**

**BATH & NORTH EAST SOMERSET COUNCIL, (1)**

**[COMMUNITY ORGANISATION] (2)**

TEMPLATE - AMEND FOR EACH LOCATION

## Contents

## PAGE

1.	Definitions and Interpretation	5
2.	Nominated Representatives	9
3.	Provision of Resources	9
4.	Provision of Funding	9
5.	Responsibilities of Bath & North East Somerset Council	9
6.	Provision of a Community Run Library	12
7.	Monitoring and Review	15
8.	Branding and Intellectual Property	16
9.	Publicity/Promotional Material	16
10.	Disputes	16
11.	Term and Termination	18
12.	Consequences of Termination	20
13.	Indemnity	20
14.	Insurance	22
15.	Confidentiality	23
16.	Freedom of Information	23
17.	Data	23
18.	Relationship of Parties	23
19.	Assignment and Sub-contracting	24
20.	Exclusivity	24
21.	Notices	24
22.	Variations	24
23.	Waivers	24
24.	Severability	25
25.	Rights of Third Parties	25
26.	Costs	25
27.	Counterparts	25
28.	Governing Law and Jurisdiction	25

### SCHEDULES to LEGAL AGREEMENT

Schedule 1	Package of Support
Schedule 2	Inventory
Schedule 3	Date Protection, Data Processing and Sharing Arrangements

### APPENDICES

Appendix A	Grant Agreement
------------	-----------------

THIS AGREEMENT is made on the

day of

2018

BETWEEN:

(1) BATH & NORTH EAST SOMERSET COUNCIL (“the Council”);

(2) [THE COMMUNITY ORGANISATION] (“the Organisation”);

together “the Parties”.

WHEREAS:

(A) Under the terms of the Libraries and Museums Act 1964 (“the Act”) the Council has a statutory responsibility to provide “a comprehensive and efficient library service for all persons desiring to make use thereof”.

(B) \* The Council intends to withdraw funding from 5 of its branch libraries on or before 31 March 2020 or at such subsequent date as proves most practicable. Funding will be withdrawn from xxxx library on the date of this Agreement.

**(\*delete as appropriate) This is only relevant for Branch library transfers.**

(C) The Organisation has expressed its wish to provide a Community Run Library in xxx run independently of but supported by the Council.

(D) The Council is willing to provide an agreed package of support (hereinafter known as “the Resources”) to the Organisation in order to facilitate the provision of a Community Run Library in recognition of the benefit that the Community Run Library will provide to the Community.

(E) **\*(Leasehold from the Council)** [The Organisation has entered into a Lease with the Council dated [insert date] relating to the Premises [that is co-terminus with this Agreement].]

**\*(Freehold from the Council)** [The Organisation has acquired the Freehold to the premises on [insert date]. Obligations of each of the Parties relating to the premises are set out in the lease.

**\*(Own leasehold or other arrangement)**[the Council will arrange with its landlord for the termination of its lease of the Premises or other arrangement as appropriate as close as

possible to the date on which the Council funding and support are withdrawn from xxx library and it will be the responsibility of the Organisation to negotiate as necessary with the landlord for any new lease of the Premises or otherwise to find alternative premises for the library as appropriate.]

\* delete as appropriate

(F) The obligations of each of the Parties are set out in this Agreement.

## IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires, the following definitions will apply:

<b>"Agreement"</b>	means this Agreement (including any schedule or annexure to it);
<b>"Agreement Period"</b>	means the period that this Agreement remains in force.
<b>"Bath &amp; North East Somerset Council"</b>	means Bath & North East Somerset Council;
<b>"Bath &amp; North East Somerset Council Employee"</b>	means any employees of Bath & North East Somerset Council who are assigned to services provided in connection with the library in xxxx as defined in CLAUSES 5.1 to 5.5 of this Agreement;
<b>"Commencement Date"</b>	means the date of this Agreement;
<b>"Community"</b>	means the area of [Insert name of community served here];
<b>"Community Library Officer"</b>	means the officer and employee of Bath & North East Somerset Council working with the organisation in accordance with CLAUSES 5.1 to 5.5.
<b>"Community Run Library"</b>	means the library run by the Organisation under the terms of this Agreement. The Agreement details the provision of facilities to allow members of the public to borrow, or have reference to, the resources available through the LibrariesWest Consortium or the Library Service.

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “Data Protection Officer”	will have the meaning given to them under the Data Protection Act 2018 and the General Data Protection Regulation (EU)2016/679
“Data Loss Event”	Any event that results, or may result, in unauthorised access to Personal Data held by the Organisation under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“DPA 2018”	Data Protection Act 2018
“GDPR”	General Data Protection Regulation (EU)2016/679
“Data Protection Legislation”	means the Data Protection Act 2018, the Law Enforcement Directive (Directive (EU) 2016/680) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Protection Impact Assessment”	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Subject”	means an individual who is the subject of Personal Data;
“Data Subject Access Request”	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date 4 years from the date of this Agreement;
“Financial year”	means the period from 1 April in any year to 31 March in the following year;
“Grant Agreement”	means the details of the payment of a grant for the establishment of a Community Run Library.
“Inventory”	means the inventory forming <b>Schedule 2</b> of this Agreement;
“LED”	Law Enforcement Directive (Directive (EU) 2016/679);

<b>“Library Management System” (LMS)</b>	means the Library Service’s computerised library catalogue and lending management system;
<b>“Library Service”</b>	means the Library Service delivered by Bath & North East Somerset Council;
<b>“Nominated Representatives”</b>	The Nominated Representatives of both Parties as identified in CLAUSE 2;
<b>“Notice”</b>	Includes any notice, demand, consent, invoice or other communication;
<b>“Organisation”</b>	Means the Community Organisation which is one of the Parties to this Agreement and which is legally competent to enter into the Agreement;
<b>“Party”</b>	Means a party to this Agreement;
<b>“Premises”</b>	<b><i>[Insert address of community library here] ;</i></b>
<b>“Protected Measures”</b>	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>“Resources”</b>	Means those supplies and services listed in Schedule 1 and Inventory in <b>Schedule 2</b> and such other supplies and services which the parties may mutually agree to be provided for the functions of the Community Run Library;
<b>“Stock”</b>	Means the books provided by Bath & North East Somerset Council for the Community Run Library [and any items added by the Organisation];
<b>“Sub-processor”</b>	Any third Party appointed to process Personal Data on behalf of the Organisation related to this Agreement;
<b>“the Council”</b>	Means Bath & North East Somerset Council.

1.2 In this Agreement, unless the context otherwise requires:

- a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- b) a reference to a statute or statutory provision includes:
  - i. any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;
  - ii. any repealed statute or statutory provision which it re-enacts (with or without modification); and
  - iii. any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- c) a reference to:
  - i. any party includes its successors in title and permitted assigns;
  - ii. clauses and appendices is to clauses and appendices of this Agreement; and
  - iii. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
  - iv. the table of contents and all headings are for convenience only and will not affect the interpretation of this Agreement.



## 2 NOMINATED REPRESENTATIVES

2.1 Each of the Parties will at all times have a person responsible for the relationship between the two organisations.

2.2 The Organisation's Nominated Representative is:

[Details to be inserted]

or such other individual as notified in writing in advance to the Council.

2.3 The Council's Nominated Representative is:

[Details to be inserted]

2.4 or such other individual as notified in writing in advance to the Organisation.

## 3 PROVISION OF RESOURCES

3.1 The Council will:

3.1.1 provide the agreed Resources to the Organisation throughout the Period of this Agreement;

3.1.2 by way of this Agreement grant a licence to the Organisation to make use of the Resources throughout the Period of this Agreement for the purposes of providing a Community Run Library.

3.2 The Organisation agrees to exercise reasonable care in its use of the Resources and will return any of the Resources to the Council in the same condition as it received them subject to reasonable wear and tear, unless previously agreed in writing in respect of any approved community use.

## 4 PROVISION OF FUNDING (\* delete as appropriate)

4.1 The Council will grant a one-off sum of up to £5,000 to assist the Organisation in establishing a Community Run Library. Details of the 'Grant Agreement' are set out in Appendix A of this Agreement.

## 5 RESPONSIBILITIES OF BATH & NORTH EAST SOMERSET COUNCIL

### Support

5.1 The Council will provide ongoing relevant professional monitoring, support and appropriate

Library Service training to all Community Run libraries in the Authority's area.

- 5.2 The Council will secure start-up support and any additional support where appropriate, throughout the length of this Agreement.
- 5.3 A regular timetable for the Professional team or Community Library Officer to attend Premises, or otherwise will be available to the Community Run Library and this to be agreed between the Council and the Organisation.
- 5.4 The costs of the Professional team or Community Library Officer in respect of salary and other relevant costs will be met by the Council.
- 5.5 The Council will nominate a first point of contact between The Council and the Organisation on relevant matters of strategy and policy.

### **Library Systems Access**

- 5.6 The Council will provide access to its Library Management System (LMS) via the web based **MobileCirc** for use by the Organisation for the provision of a Community Run Library.
- 5.7 Both parties will have due regard to its responsibilities for managing information under the Data Protection Act and GDPR legislation.
- 5.8 All Library Management System administration will be the responsibility of the Council. The Council or their representative will not undertake any adjustment to the administration of the LMS which impairs functionality and use without prior notification.
- 5.9 The Organisation will not have administration access.

### **Stock**

- 5.10 The Council will provide stock for the Community Run Library as set out in Schedule 1-Part 2.
- 5.11 The Council will provide to the Organisation, for use in the Community Run Library, the profiled stock in the [name] library as at the Commencement Date, with the exception that the Council reserves the right to retain any unique titles (e.g. where only one copy of this book is held in the Library Service stock).

### **Transport and Deliveries**

- 5.12 The Council will provide a regular van delivery service to facilitate the transporting of stock

and request books to and from the Community Run Library as set out in Schedule 1 Part 5, the timetable for which may be amended from time to time.

5.13 The cost of the van delivery service will be at the expense of the Council.

**Other equipment\*** (\*delete as appropriate) (this section only applies to branch libraries)

5.14 The Council will take all necessary steps to inform utility companies, insurers, the rating authority, security companies, the postal service and cleaning contractors when it will cease to occupy or control the Premises and that its obligations and service requirements will end on the date it ceases occupation or control or the Commencement Date, as applicable in each case.

5.15 The Council will agree with the Organisation what furniture and equipment will be removed from the Premises and what will be left for the use of the Organisation after the Commencement Date. Furniture and equipment which is left will be recorded by the Council in an Inventory, for the agreement of the Organisation and a copy of which will be provided to the Organisation and attached at **Schedule 2**.

5.16 All items listed in the Inventory remain in the ownership of the Council and the Organisation may not dispose of, share or loan any Inventory item with another organisation, without the written prior agreement of the Council.

5.17 The Organisation may arrange furniture and equipment listed in the Inventory according to their needs and requirements.

5.18 The Organisation, in consultation with the Council will keep the Inventory up to date.

5.19 On the termination of this Agreement the Council and the Organisation will agree the final Inventory and the Organisation will deliver back to the Council all items listed in the Inventory.

### **Training and Ongoing Support**

5.20 The Council, at its expense and on dates to be agreed with the Organisation will provide initial training to the Organisation, such training to include library procedures.

5.21 Ongoing training may be provided, when deemed necessary and as mutually agreed, by the Community Library Officer or by other Council officers.

5.22 The Council will provide to the Organisation a guidance handbook to support their management and operation of the Community Run Library.

- 5.23 The Council will provide the Organisation with a direct contact for ongoing support in accordance with Schedule 1 Part 3.
- 5.24 The Council will arrange regular meetings of representatives from all Community Run Libraries in order to facilitate the exchange of information, best practice, ideas and concerns, to provide a forum for further training.
- 5.25 The Council will provide to the Organisation resources and other relevant guidance and information to support its management and organisation of a Community Run Library.

### **Record Keeping**

- 5.26 The Council will provide to the Organisation issue figures for both adult's and children's use of stock.

### **Income**

- 5.27 The Council will be responsible for receiving and banking any income resulting from library fees and charges incurred by customers which will be taken at main library sites only.

## **6 PROVISION OF A COMMUNITY RUN LIBRARY SERVICE**

- 6.1 The Organisation will:
- 6.1.1 Operate and manage the Community Run Library for the benefit of the Community and of all such other members of the public as may wish to make use of it.
  - 6.1.2 Seek to encourage adults and children within the Community to make use of the Community Run Library and will as appropriate and where possible facilitate their participation in national and local reading and other relevant library initiatives such as the Summer Reading Challenge which are offered by the Council.
  - 6.1.3 Ensure so far as possible that the Community Run Library is open for use by the public for at least the number of hours a week it is currently open (if an existing branch library). Or opening times to be determined by the local community needs and subsequent opening times to be decided by the Organisation.
  - 6.1.4 Use the Resources for the purposes of making a Community Run Library available to the Community at the Premises and will not use the Resources for any other purpose unless with prior agreement with the Council.
  - 6.1.5 Except as otherwise specified or agreed be responsible for all other costs of

operating the Community Run Library.

- 6.1.6 Except as otherwise agreed by the Parties be responsible for the provision of premises for the Community Run Library, as well as for all legal agreements, payments, charges and obligations whatsoever arising from such provision.
- 6.1.7 Except as otherwise agreed obtain, maintain and comply with all necessary licences and consents and comply with all relevant legislation in relation to the Premises and their use.
- 6.1.8 Endeavour to offer equality of opportunity in service delivery, employment and all other aspects of its work and will provide the Council with an up to date statement of its Equal Opportunities policy;

### **Staffing and Volunteers**

- 6.1.9 The Organisation will permit access to the Council's Professional team or Community Library Officer and other employees and contractors of the Council as may be required from time to time to enable the Council to provide the agreed Resources and comply with this Agreement.
- 6.1.10 The Organisation will be responsible for the recruitment, management and ongoing training of volunteers and staff it might employ for the Community Run Library using its own recruitment policies and procedures and using when applicable the assistance of the Council as specified in clause 5.2.
- 6.1.11 The costs of the Community Run Library volunteers and other staff employed by the Organisation in respect of salary and other relevant costs will be met by the Organisation.
- 6.1.12 The Organisation will be responsible for compliance with legislation and regulation requiring background checks (DBS and general awareness of safeguarding responsibilities) in respect of the Community Run Library, including preparation of any policy, at its own cost.
- 6.1.13 The Organisation will be responsible for ensuring adequate supervision of the Community Run Library during public opening hours.

### **Premises**

- 6.1.14 The Organisation will ensure that it provides a safe environment for volunteers, any other staff and the public and any relevant Council employees on the Premises and that it abides by applicable legislation including the Equality Act

2010.

6.1.15 The Organisation will be responsible for managing the use of the Premises, including any wider community use. The Organisation will determine all terms and arrangements for admittance, entry and use of the Premises, including any charges for wider community use.

### **Security**

6.1.16 Except as otherwise agreed the Organisation will be responsible for the security of the Community Run Library, its Premises and contents, including but not limited to:

- a) following appropriate procedures to ensure the security of the building;
- b) supervising the Stock provided by the Council;
- c) complying with all reasonable requirements of the Council for ensuring compliance with the Data Protection Act 1998 and GDPR legislation relating to the security of data including but not limited to the Data Sharing arrangements within **Schedule 3**
- d) ensuring that each of their staff and volunteers sign a Data Protection Agreement and Acceptable Use Statement, as referred to in **Schedule 3** before processing any Personal Data.

### **Stock**

6.1.17 The Organisation will manage the stock in line with the Council's Stock Management Policy and stock guidelines which should ensure all sections of the community are not discriminated against and that the book lending resource is unbiased and meets the varied needs and interests of the community.

6.1.18 The Organisation will facilitate and arrange access for the van delivery detailed in clauses 5.12 and 5.13.

### **Safeguarding**

6.1.19 The Organisation will be responsible for the preparation of and compliance with its own safeguarding policy and procedures.

### **Health and Safety**

6.1.20 The Organisation will be responsible for compliance with health and safety regulations and legislation, in respect of its volunteers and other staff and contractors and users of the Premises.

## **Charges for Services**

- 6.1.21 The Organisation will be responsible for determining charges for services (with the exception of library loan related fees, fines and charges) and for any income generated by the Community Run Library for the use of Premises for the wider community.
- 6.1.22 The Organisation will be responsible for ensuring that any tax liabilities arising from the provision of a Community Run Library are met.

## **IT and Equipment**

- 6.1.23 The Organisation will provide a broadband network and will also supply computer equipment to meet the needs of the Community Run Library, such equipment to be supplied and maintained at the expense of the Organisation.
- 6.1.24 Access to the internet will be provided via a range of equipment provided by the Organisation.
- 6.1.25 Scanning equipment will also be provided for use by the Community Run Library at the expense of the Organisation.
- 6.1.26 Any printing equipment and appropriate peripheral devices for use with the computers will be provided by the Organisation.
- 6.1.27 Print consumables will be provided by the Organisation at its expense to cover library use.
- 6.1.28 The Organisation will provide support and maintenance for computer equipment which it has supplied.

## **7 MONITORING AND REVIEW**

- 7.1 The Council expects the Organisation to provide a Community Run Library in accordance with this Agreement. The Council will provide the Resources described in this Agreement in support of the Organisation and Community Run Library.
- 7.2 **The Organisation and the Council shall meet on a quarterly basis to review the progress under the terms of the Agreement. The monitoring review shall take place between the Monitoring Officer and the Organisations nominated officer, and other officers of either party as may be required from time to time.**
- 7.3 If there are any concerns about the Organisation's ability to meet its obligations, both parties to this Agreement will arrange to meet and discuss the issues and to resolve an

action plan for improvement.

- 7.4 The Council will arrange a review meeting six months after the date of the agreement, and thereafter annually, to discuss any concerns about the Organisation's ability to meet its obligations and to resolve an action plan for improvement.

## 8 BRANDING AND INTELLECTUAL PROPERTY

- 8.1 The Organisation will make clear in the provision of the Community Run Library that the Community Run Library is run independently of but supported by the Council and this is to include the Council's logo.
- 8.2 The Council provides, at no cost to the Organisation, a non-exclusive, revocable licence to the Organisation to use the Council's logo and name in line with the Council guidelines throughout the Period of this Agreement for the purposes of providing the Community Run Library.

## 9 PUBLICITY/PROMOTIONAL MATERIAL

- 9.1 The Parties agree that all correspondence, written and printed material, websites, online services, other publications, and branding that relate to the Community Run Library, including Premises signage will include a statement to recognise that the Community Run Library is being supported by the Council.

## 10 DISPUTES

- 10.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the [finance director (or equivalent)] of each Party.
- 10.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 10.3 If the dispute cannot be resolved by the Parties pursuant to clause 10.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 10.5 unless
- a) the Council considers that the dispute is not suitable for resolution by mediation; or
  - b) the Organisation does not agree to mediation.



10.4 The obligations of the Parties under the Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Organisation and the Council shall comply fully with the requirements of the Agreement at all times.

10.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the President of the Law Society of England to appoint a Mediator.
- b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from an appropriate mediation provider to provide guidance on a suitable procedure.
- c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- e) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts [unless the dispute is referred to arbitration pursuant to the procedures set out in clause 10.6].

10.6 Subject to clause 10.2, the Parties shall not institute court proceedings until the procedures set out in clauses 10.1 and 10.3 have been completed save that:

- a) the Council may at any time before court proceedings are commenced, serve a notice on the Organisation requiring the dispute to be referred to and resolved by arbitration in accordance with clause 10.7.
- b) if the Organisation intends to commence court proceedings, it shall serve written

notice on the Council of its intentions and the Council shall have 21 days following receipt of such notice to serve a reply on the Organisation requiring the dispute to be referred to and resolved by arbitration in accordance with clause 10.7.

- c) the Organisation may request by notice in writing to the Council that any dispute be referred and resolved by arbitration in accordance with clause 10.7, to which the Council may consent as it sees fit.

10.7 In the event that any arbitration proceedings are commenced pursuant to clause 10.6:

- a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- b) the Council shall give a written notice of arbitration to the Organisation (the "Arbitration Notice") stating:
  - (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- c) the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with 10.7(b) shall be applied and are deemed to be incorporated by reference to the Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- e) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Council under clause 10.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- f) the arbitration proceedings shall take place in London and in the English language; and
- g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

## 11 TERM AND TERMINATION

11.1 Subject to the earlier termination of this Agreement in accordance with its provisions, this Agreement will commence on the Commencement Date and will continue until the Expiry Date (the "Initial Term")

11.2 On the Expiry Date, unless terminated in accordance with its provisions, this Agreement will automatically extend for a further period or periods of four years ("Renewed Term"). The provisions of this Agreement (as amended by written agreement between the Parties)

will continue in force for each four year period of extension of the revised Period of the Agreement.

- 11.3 Notwithstanding the provisions of clauses 11.5, 11.6 and 11.7 below the Council may terminate this Agreement, to take effect on the Expiry Date of the Initial Period of the Agreement or on expiry of any subsequent four year period of extension throughout the Period of the Agreement upon serving before the relevant Expiry Date no less than 6 months written notice to the Organisation.
- 11.4 Notwithstanding the provisions of clauses 11.5, 11.6 and 11.7 below the Organisation may terminate this Agreement, to take effect on the Expiry Date of the Initial Period of the Agreement or on expiry of any subsequent four year period of extension throughout the Period of the Agreement upon serving before the relevant Expiry Date no less than 6 months written notice to the Council.
- 11.5 Notwithstanding the provisions of clauses 11.1 to 11.3, either Party may terminate this Agreement with immediate effect upon the other Party committing a material breach of this Agreement that is not capable of remedy or where capable of remedy one that is not remedied within 30 days of notification by the other Party.
- 11.6 Notwithstanding the provisions of clauses 11.1 to 11.3 the Council may issue a written notice to the Organisation if the Community Run Library Service has not been provided under this Agreement to the Council's reasonable satisfaction. Such notice will require the Organisation to improve the quality of the Community Run Library Service delivered under the terms of this Agreement, within a reasonable specified period. In the event that in the reasonable opinion of the Council there is insufficient improvement within that specified period, and subject to the satisfactory resolution of any dispute under Clause 10, the Council may terminate this Agreement on six months' written notice to the Organisation.
- 11.7 Notwithstanding the provisions of clauses 11.1 to 11.3 in the event of a **\*[proposed termination or forfeiture or service of any notice of termination or forfeiture of the Organisations lease for the Premises] \*[proposed disposal of the freehold of the Premises]** for whatever reason the Council will have the right (without prejudice to any accrued rights or remedies of either party under this Agreement) to terminate this Agreement with as much written notice as is reasonably practicable to ensure that this Agreement will terminate on the same date as the **\*[termination or forfeiture of the lease] \*[disposal of the freehold interest]**.

\* delete as appropriate

## 12 CONSEQUENCES OF TERMINATION

12.1 Upon termination, for whatever reason, the Parties will work together in good faith to:

- 12.1.1 before the last day of this Agreement finalise the Inventory and comply with the provisions of clause 5.18;
- 12.1.2 ensure that any relevant Resources listed in Schedules 1 and 2 and in the possession of the Organisation are returned to the Council;
- 12.1.3 make clear, and where reasonably possible, agree communications to members of the Community regarding termination and what alternative facilities members of the Community will be able to use;
- 12.1.4 transfer all relevant library records, information and data to the Council.

## 13 INDEMNITY

13.1 The Council will indemnify the Organisation against all reasonable losses incurred by the Organisation in connection with or as a result of any claim or demand by any Council Employee or former Council Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any Council Employee or former Council Employee, or any claim relating to the period on and before the Commencement Date arises out of circumstances which arose on or before the Commencement Date;

13.2 The Organisation agrees to notify the Council immediately upon receipt of any such claim or demand as described in clause 13.1 and to assist the Council in its decision and action in defending any such claim. The Organisation accepts that the Council has full responsibility for defending the claim and will support the Council's decision in defending any such claims. The Organisation will comply with any such reasonable demand from the Council with regards to the Organisation assisting in defending such claims.

13.3 The Organisation will indemnify the Council against any Council contents insurance excess, claims, costs, demands or judgements which may result from the operation of the Community Run Library unless such claims, costs, demands or judgements result from the

Council's own negligence, or unless such operation has had the prior agreement of the Council.

13.4 Any liability to the Council for sums not covered by the insurance policies that the Organisation is required to maintain in accordance with Clause 14 will be limited to £1,500.

13.5 The Council will indemnify the Organisation against any claim for alleged infringement of any intellectual property right by the use or possession of any part of the Resources provided that:

13.5.1 The Council is given immediate and complete control of any such claim; and

13.5.2 the alleged infringement does not arise from the Council following any instruction given by or on behalf of the Organisation, or

13.5.3 the alleged infringement is not based upon the Organisation's use of the Resources in combination with any services or equipment not supplied by the Council, or in a manner for which the Resources were not designed or supplied, or as a direct result of the Organisation modifying the Resources in breach of this Agreement and without consent of the Council.

13.5.4 If, in such event as referred to in Clause 13.5, a final injunction is obtained against the use of any part of the Resources by reason of infringement of such intellectual property right, the Council will consult with the Organisation and at the Council's expense, either procure for the Organisation the right to continue to use the Resources, or modify the Resources so they become non-infringing. The foregoing states the Council's total liability for infringement of intellectual property rights.

13.5.5 If, in such event as referred to in Clause 13.5, a final injunction is obtained against the use of any part of the Resources by reason of infringement of such intellectual property right, the Council will consult with the Organisation and at the Council's expense, either procure for the Organisation the right to continue to use the Resources, or modify the Resources so they become non-infringing. The foregoing states the Council's total liability for infringement of intellectual property rights.

13.6 The Council considers that Community Run Libraries fall within the definition of Prescribed Libraries in the Copyright Designs and Patents Act 1988 whose lending of books without

the express permission of authors will not amount to a breach of the author's copyright.

## **14 INSURANCE**

- 14.1 Throughout the Period of this Agreement and for twelve (12) months thereafter, the Organisation will, at its own cost, maintain at all times in full force and effect such insurance policies as required by applicable law.
- 14.2 The Organisation will hold adequate insurance, as it determines for Material Damage for Premises buildings and contents.
- 14.3 The Organisation will hold, at its own expense, a valid policy or policies of a Public Liability Insurance with a minimum cover of £5 million for any one claim in respect of any obligations or potential liabilities arising out of the provision of a Community Run Library.
- 14.4 The Organisation will maintain a valid policy or policies of Employers' Liability Insurance in respect of all sums the Organisation is found legally liable to pay for injury, illness or disease suffered by an employee of the Organisation, including any volunteer acting in the course of his duties.
- 14.5 The Organisation will insure its own assets of which book stock is included whilst under the Organisation's control.
- 14.6 Either of the Parties may request the other to provide copies of insurance policies referred to in clauses 14.1 to 14.5, together with evidence that relevant premiums are up to date. If the Organisation is insured through a third party's arrangements, the Organisation will provide evidence of its interest being noted on the third party's insurance policy. Policies must not restrict the amount of claims that can be made in any given period.
- 14.7 The Organisation will prior to the Commencement Date and at such other times as the Council may reasonably require, provide the Council with documentary evidence of insurance cover in force.

## **15 CONFIDENTIALITY**

- 15.1 Neither the Parties nor their agents, staff or representatives, will during the term of this Agreement, or after it has ended, use or disclose to any person who has no right to receive it any confidential information which comes to the knowledge of the Party as a result of being involved in the making and implementation of this Agreement. If one party is unsure whether or not a particular piece of information is confidential that Party will check with the

other in writing before disclosing any such information.

15.2 The Parties will take all reasonable steps to prevent the unauthorised use or disclosure by their representatives, volunteers, officers or employees of any confidential information.

15.3 Both Parties will comply with the requirements of the Data Protection Act 1998 or any other legislation or amendments which regulate the processing or disclosure of personal data. Any personal data contained on the Library Service's computerised Library Management Service or elsewhere and made available by the Council to the Organisation must be used by the Organisation solely for the purposes of providing the Community Run Library and in accordance with the Data Processing and sharing arrangements in **Schedule 3** of this Agreement.

## **16 FREEDOM OF INFORMATION**

16.1 The Organisation acknowledges that the Council is subject to the Freedom of Information Act 2000 and the environmental Information Regulations 2004 and the Organisation will assist and cooperate with the Council (including, but not exclusively, providing assistance in retrieving information held) to enable the Council to comply with its duties under the act and the regulations so far as those duties may relate to this Agreement, the costs of such assistance being met by the Council where it is requested by them.

## **17 DATA**

17.1 The Data Processing and sharing arrangements attached at **Schedule 3** will apply.

## **18 RELATIONSHIP OF PARTIES**

18.1 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of another Party, or authorise either Party to make or enter into any commitments for or on behalf of any other Party.

## **19 ASSIGNMENT AND SUB-CONTRACTING**

19.1 Neither Party may assign or sub-contract all or any part of any benefit of or interest, right or licence in or arising out of this Agreement without the prior written consent of the other Party.

## **20 EXCLUSIVITY**

20.1 The arrangements considered by this Agreement are not exclusive arrangements and the Parties are free to pursue similar arrangements with other organisations provided such arrangements do not breach any provision of this Agreement.

## **21 NOTICES**

21.1 Any notice required to be given under this Agreement may be delivered personally or sent by prepaid post or courier to the other Party at the address given at the beginning of this Agreement, or such other addresses as may be notified in accordance with this clause 22 from time to time. Any notice so sent will be deemed to have been duly given:

21.1.1 if sent by personal delivery or courier, on delivery at the address of the relevant Party;

21.1.2 if sent by first class post, 48 hours after the date of delivery.

21.1.3 Service may not be effected by email or fax.

## **22 VARIATION**

22.1 Any variations to the Community Run Library or any provisions of this Agreement must be agreed by both Parties and will be recorded in writing and signed by both Parties.

## **23 WAIVERS**

23.1 Failure of any Party to enforce or exercise, at any time or for any period, any term of this Agreement does not constitute, and will not be construed as, a waiver of such term and will not affect the right to enforce such term, or any other term contained in this Agreement, at a later date.

## **24 SEVERABILITY**

24.1 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement will not adversely affect the validity or enforceability of the remaining terms and rights.

## **25 RIGHTS OF THIRD PARTIES**

25.1 No term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.



## **26 COSTS**

26.1 Each Party will pay its own costs and expenses arising in connection with the negotiation, preparation, execution and performance of this Agreement (and any documents referred to in it).

## **27 COUNTERPARTS**

27.1 This Agreement may be executed in any number of counterparts, but will not be effective until each Party has executed at least one counterpart.

27.2 Each counterpart, when executed, will constitute an original of this Agreement and all counterparts will together constitute one instrument.

## **28 GOVERNING LAW AND JURISDICTION**

28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof this Agreement has been executed as a deed by the parties to it on the day and year first before written.

Authorised signatory

THE COMMON SEAL of BATH AND NORTH EAST SOMERSET COUNCIL was hereunto affixed in the presence of

Signed as a deed for and on behalf of [THE ORGANISATION] in the presence of:

) .....  
) Signature of Authorised Officer (1)  
) .....  
) .....

Name and Position (Block Capitals)

Signature of Authorised Officer (2)

Name and Position (Block Capitals)

TEMPLATE - AMEND FOR EACH LOCATION

## Grant Agreement

The Parties to this Agreement are:

Bath and North East Somerset Council represented by:

*[Name]*  
*[Position]*  
*[Location]*

and

*[Name of project implementing partner (if applicable)]*  
*[Registered address of project implementing partner/Individual]*  
*[Name and position of representative individual]*

---

**(the Organisation)**, referred to collectively as the **Parties** and each individually as a **Party**, on the following terms:

### 1. Introduction and Definitions

1.1 This Grant Agreement contains the terms on which grant funding is being provided to the Organisation for the Project.

1.2 In this Grant Agreement the following terms have the meanings set out below:

Grant Agreement

- (a) **'Equipment'** means the tools and machinery which the Organisation may use in order to conduct research and other necessary activity for which grant funding has been provided;
- (b) **'Project'** means the activity in support of *[insert project title]* for which the Authority has sought proposals and awarded grant funding to the Organisation under this Grant Agreement;
- (c) **'Project Implementation'** means all steps which the Organisation undertakes in order to deliver the Project which is being supported by funding provided under this Grant Agreement.

1.3 Any reference to UK primary legislation (Acts) or secondary legislation (Statutory Instruments) in this Grant Agreement includes reference to any changes to or replacement of those Acts or Statutory Instruments.

## 2. Grant Offer

- 2.1 The Authority offers to pay the Organisation the grant funding set out in this Grant Agreement **on condition that** the Organisation complies fully with the terms of this Grant Agreement.
- 2.2 The Organisation acknowledges that the Authority agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.

## 3. Purpose of the Grant

- 3.1 The Authority is providing grant funding for the implementation of the project entitled: [Project Title] ("the Project"). The Project outputs and activities are set out in Annex A.
- 3.2 The Organisation accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes that this will be used only for the purpose of carrying out the Project in accordance with Annex A.

## 4. Grant Funding Period

- 4.1 The grant funding period is from *[Start Date]* to *[End Date]*.
- 4.2 Project Implementation will begin on the day after the last of the two parties signs this Grant Agreement.

## 5. Amount of the Grant

- 5.1 The Authority shall provide up to a maximum of [£XXgrant amount] towards the total costs of the Project, of which [write amount in numbers and words] will be paid in the current financial year.
- 5.2 The Authority does not guarantee grant funding for subsequent periods after the term of this Grant Agreement. If the Authority were to provide additional grant funding this will depend on factors including:
- (a) The availability of funding to the Authority and
  - (b) Full compliance with the terms of this Grant Agreement by the Organisation in the period covered by this Grant Agreement.

## 6. Timing of Grant payments

- 6.1 Payment will be made 3 months in arrears.
- 6.2 The Authority will not authorise payment unless the Organisation has:
- (a) signed and returned a copy of this Grant Agreement to the Authority;
  - (b) provided appropriate bank details including a method for identifying the Authority's funding either in a separate bank account or by using project codes; and
  - (c) complied with the terms of this Grant Agreements, especially the reporting requirements.
- 6.3 The Authority reserves the right to withhold all or any payments of the grant funding if it has

reasonably requested information and/or documentation from the Organisation and this has not been provided to the Authority within the timescales reasonably required.

## 7. Managing the Grant

### Reporting

7.1 The Organisation shall provide a quarterly monitoring report and a financial report every 3 months during the grant funding period starting from *[insert Start Date]*.

7.1.1 The **quarterly monitoring report** shall:

- (a) describe the Project activities completed and the results achieved;
- (b) contain an assessment of progress made against the proposals in original bid documents;
- (c) refer to the indicators of success in Annex A (the Final Bid Form).

7.1.2 The **financial reports** shall state:

- (a) how much funding was spent
- (b) the purpose of the expenditure in (a) above
- (c) whether any funding was used for consultant's fees or travel expenses.

7.2 When the Project has been completed the Organisation shall prepare and send a final report ("the **Project Completion Report**") to the Authority within the period that the Authority requests. This report shall contain a detailed breakdown of all expenditure for the grant funding period. The Authority will only make a final grant payment when the Project Completion Report has been submitted to the relevant representative of the Authority, in the format requested and with all of the information that is required. \*to be amended as appropriate

7.3 The Organisation shall send originals or copies of invoices and receipts to the Authority within one (1) calendar month after sending a financial report to the Authority.

7.4 Where a Project has an annual expenditure of over £200,000 the Organisation shall provide externally audited financial reports to the Authority unless the Parties agree otherwise.

### Monitoring and Evaluation

7.5 The Authority will supervise the progress of the Project throughout the grant funding period and reserves the right to:

- (a) carry out Evaluation Visits at a time agreed with the Organisation and after giving reasonable notice; and/or
- (b) to appoint an external evaluator.

7.6 The method and timing of the Evaluation of the Project will be at the Authority's discretion.

7.7 The Organisation will make staff available to meet with, answer questions and provide management information to the evaluator appointed by the Authority.

7.8 The Authority and the Organisation shall undertake a joint review of the Project if the Authority considers it necessary to refocus the Project outputs. If, at any stage, the Project outputs are not achieving the agreed objectives, impact and delivery the Authority may terminate the Project.

### Surplus funding

- 7.9 The grant funding must be spent in the financial year for which it was approved. Funds may only be carried over *in exceptional circumstances* with the **prior written agreement** of the Authority's authorised representative.
- 7.10 The Authority and the Organisation shall work together to ensure effective management of the grant funding provided under this Grant Agreement.

### Additional governance

- 7.11 In order to ensure its accountability to Parliament or any other body authorised to scrutinise its use and management of public funds or in order to assess risks of fraud or guard against potentially fraudulent use of grant funding, the Authority reserves the right to:
- (a) make grant funding subject to such arrangements (including terms of reference, steering committees and virtual boards) as it considers reasonable, appropriate and proportionate to manage the relationship with the Organisation. This reservation may be exercised because of the budget, scope or complexity of a Project; or
  - (b) commission an external audit of the financial reporting provided by the Organisation at any point in the grant funding period. Where the Authority exercises this right, it will bear the cost of such audit.

### Recovery of funding

- 7.12 If the Authority makes an overpayment to the Organisation, it will seek recovery of all sums overpaid. The Organisation shall repay any overpayment to the Authority within thirty (30) calendar days of receiving a written request from the Authority to make a repayment. If there is a dispute between the parties about the overpayment, repayment will not be made until the dispute has been resolved.
- 7.13 The Authority retains the right to recover any funds given to the Organisation under this Grant Agreement which have not been used for the purposes of implementing the Project or cannot be accounted for.

### Financial Irregularity

- 7.14 If the Organisation has good reason to suspect fraud or any other misuse of any grant funding paid under this Grant Agreement, it must notify the Authority immediately, explain the steps that are being taken to investigate the suspicion and keep the Authority informed of the progress and outcome of the investigation.

## **8. Other uses of grant funding**

### Procurement

- 8.1 The Organisation must obtain value for money when using grant funding and shall act in a fair, open and non-discriminatory manner when buying goods and services.
- 8.2 The Organisation shall follow its own procurement guidelines and procedures when buying goods and services using grant funding provided under this Grant Agreement.

- 8.3 If the Authority requests information from the Organisation about the use of grant funding provided under this Grant Agreement for procurement, the Organisation shall provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and was cost effective.

#### Capital items – purchase and disposal

- 8.4 The Authority provides funding under this Grant Agreement on the basis that the Organisation may use grant funding to purchase capital items in order to implement the Project. The project expenditure is detailed in Appendix/Schedule ??.
- 8.5 If the Organisation buys capital items to implement the Project it shall maintain a record and notify the Authority of such purchases using grant funding. Entries in the record must include the following information:
- (a) description of the item(s)
  - (b) specific identification (e.g. serial number)
  - (c) date of purchase
  - (d) where the item was purchased
  - (e) original value (including VAT, if paid)
  - (f) person responsible for the purchase
- 8.6 If the Organisation has an existing process by which it records all purchases, this process may be used to record the information set out in clause 8.5(a)-(f).
- 8.7 If the Organisation buys Capital items with the Authority's consent, any such items with an initial value of £1,000 and a useful life of more than one (1) year at the end of the grant funding period must not be disposed of except as the Authority directs.
- 8.8 If the Organisation has an existing process or policy regarding the ownership and disposal of Capital items which is inconsistent with clause 8.6, it shall make the Authority aware of this at the earliest possible opportunity when bidding for funding from the Authority.

### **9. Authority Access to sites and records**

- 9.1 The Authority may request reasonable access for its authorised representatives, after giving the Organisation notice, to:
- (a) Project sites which the Organisation owns or occupies and where any activity in support of the Project has been undertaken and/or
  - (b) records (however these are stored) which show how grant funding for the Project has been used.

### **10. Lawful conduct**

- 10.1 The Organisation acknowledges that the Authority is subject to the Freedom of Information Act 2000, the Data Protection Act 2018 and the Equality Act 2010.
- 10.2 The Organisation must ensure that it complies with any applicable law or organisational directives and regulations which is binding on it.
- 10.3 The Organisation shall also cooperate with the Authority (to the fullest extent permissible and

consistent with its obligations under any applicable law or rules) to enable the Authority's compliance with its obligations under the legislation referred to in clause 9.1 or other applicable legislation which applies to the provision of grant funding under this Grant Agreement.

10.4 The Organisation acknowledges that, where the Authority is required to disclose information in line with its obligations under the UK Freedom of Information Act 2000, it shall be responsible for determining whether any information relating to this Grant Agreement is exempt from disclosure. If the Organisation provides information to the Authority which is designated as commercially sensitive or confidential these markings shall not determine conclusively whether or not disclosure by the Authority is necessary in order to comply with its legal obligations.

## **11. Transparency**

11.1 The Organisation acknowledges that the Authority shall disclose payments made under this Grant Agreement with a value of twenty five thousand pounds (£25, 000) or more in accordance with the UK Government's transparency agenda.

## **12. Publicity – Acknowledgement of Funding**

12.1 The Organisation will acknowledge the grant funding provided by the Authority for the Project in materials produced during the grant funding period and at related public events unless the Authority directs otherwise. Where the Authority directs that its funding must not be acknowledged the Organisation shall comply with this instruction.

12.2 The Organisation must consult the Authority regarding the content of any promotion or publicity regarding the Project particularly if it proposes to use any of the Authority's branding or logos.

## **13. Conflict of Interest and Organisation commentary**

13.1 The Organisation shall ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Grant Agreement. Where the Organisation identifies a conflict of interest it shall notify the Authority of this and provide information about how this is being managed.

13.2 In addition to its obligations in clause 13.1, the Organisation shall:

- (a) avoid expressing views which are inconsistent with the Authority's position and the Programme Objective when speaking to external partners in order to deliver the Project;
- (b) make clear that it does not represent or speak for the Authority or the Government of the United Kingdom in any situation where it expresses views;
- (c) check with the Authority first before making any statements which might be covered by clauses 12.2 (a) or (b).



## **14. Amendment of this Grant Agreement**

14.1 This Grant Agreement may be amended only by written agreement of the Parties.

## **15. Breach of Grant Conditions, Temporary Suspension and Termination**

### Temporary suspension of performance

15.1 Either Party may notify the other of any event or matter which was neither caused by the Parties nor is within the control of the Parties which prevents, delays or is likely to prevent or delay the performance of its obligations under this Grant Agreement. In this situation, the Parties may agree to suspend the performance of obligations under this Grant Agreement temporarily for a period of up to 1 calendar month ("Temporary Suspension Period").

### Termination

15.2 Either Party may terminate this Grant Agreement by giving one (1) months' notice to the other if:

- (a) the other Party commits a significant breach of any terms of this Grant Agreement and the breach is not remedied after communication and within the period agreed by the Parties; or
- (b) there is a significant event which was neither caused by the Parties nor is within the control of the Parties and this prevents the implementation of the Project.

15.3 The Authority may terminate this Grant Agreement by giving one (1) months' notice in writing to the Organisation, if:

- (a) any changes occur, which in the sole opinion of the Authority, impair the value of the contribution to the Project or towards the Authority's Programme Objective;
- (b) The funding available to the Authority becomes, or is likely to become, in the Authority's sole opinion, insufficient for it to continue to finance the Project.

15.4 On termination of this Grant Agreement the Organisation shall provide financial and narrative reports (including invoices and receipts) up to the date of such termination.

## **16. Insurance**

16.1 The Organisation shall ensure that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Organisation to purchase additional insurance cover in order to perform its obligations under this Grant Agreement, the Organisation shall ensure that it has all relevant insurance in place prior to the start of the grant funding period.

## **17. Liability and Indemnity**

17.1 Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.

17.2 Subject to clause 17.1, the Authority does not accept any liability to the Organisation or to any third Party for any costs, claims, damage or losses however they are incurred.

- 17.3 The Organisation agrees to indemnify the Authority for any costs, claims, damage or losses which arise as a result of negligence by the Organisation or out of any breach by the Organisation of any terms of this Grant Agreement.

## 18. Organisation responsibility for Staff and Volunteers

- 18.1 The Organisation undertakes to provide adequate supervision of, and care for, its staff, volunteers, authorised agents and representatives.
- 18.2 In the event that it is necessary for the Organisation or any of its representatives or associates involved in the Project to travel in order to perform the tasks specified in Annex A, the Organisation shall be responsible for obtaining security advice from security providers that are established and reputable with appropriate experience, qualified personnel and insurance cover. The costs of any specialist security provision shall be borne by the Project budget.
- 18.3 Subject to 18.4, where the Authority has publicly advised against all travel to a country or region where the Project is to be implemented or where the Authority has highlighted specific security or safety concerns, the Organisation must liaise closely and in good time with the Authority about the feasibility of travel to such country or region.
- 18.4 The Authority acknowledges that where the Organisation has access to its own source of advice and processes for ensuring the safety and security of its personnel (including Agreementors and other authorised agents) it will rely on such provisions and shall bear the responsibility for all such personnel.

## 19. Intellectual Property Rights

- 19.1 Any intellectual property rights which arise in the course of the implementation of the Project by the Organisation shall belong to the Organisation provided that the Organisation hereby grants to the Authority a worldwide, perpetual, royalty free licence to use such intellectual property rights for any purpose directly connected with the Project.
- 19.2 Except as provided for in clause 19.1 above, this Grant Agreement shall not grant either Party any rights over the other Party's intellectual property rights. In particular, neither Party shall own or assert any interest in the other Party's existing intellectual property rights "Background IP".
- 19.3 The Organisation warrants that it will take all reasonable steps to ensure that its implementation of the Project under this Grant Agreement will not infringe any intellectual property rights of any third Party. The Organisation agrees to indemnify and hold the Authority harmless against all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third Party's intellectual property rights **because of the Organisation's negligent implementation of the Project.**

## 20. Information about Organisation Staff, Volunteers and Sub-Contractors

- 20.1 The Organisation acknowledges that in some circumstances the Authority may for security purposes require information regarding its Staff and subcontractors or other authorised representatives. Where the Authority makes such a request the Organisation shall, subject to clause 19.2, provide the Authority with such information as the Authority may require in order to carry out any security checks it deems necessary.

20.2 When providing information to the Authority in line with clause 19.1, the Authority acknowledges and the Organisation agrees that such disclosure will be to the extent that this is permissible under any of the following:

- (a) the UK Data Protection Act 1998 (if applicable);
- (b) the principles of transparency, legitimate purpose and proportionality; or
- (c) any other legislation or personal data protections rules, policy or practice that applies to the Organisation.

## 21. Dispute Resolution

21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Grant Agreement.

21.2 The Parties may settle any dispute using a dispute resolution process which they agree.

21.3 If the Parties are unable to resolve a dispute in line with the requirements of clauses 21.1 or 21.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the London Court of International Arbitration ("LCIA"), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by LCIA. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to LCIA. The mediation will start no later than 14 days after the date of the ADR Notice.

21.4 The performance of the obligations which the Organisation has under this Grant Agreement will not cease or be delayed because a dispute has been referred to mediation under clause 21.3 of this Grant Agreement.

## 22. Entire Agreement

22.1 This Grant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representations or agreements either written or oral preceding it, without prejudice to the Authority's rights and remedies at law or otherwise.

## 23. Governing Law

23.1 This Grant Agreement will be governed by and construed in accordance with substantive English law and the Organisation hereby irrevocably submits to the non-exclusive jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Authority to take proceedings against the Organisation in any other court of competent jurisdiction, nor will the taking of proceedings by the Authority in any one or more jurisdictions preclude the taking of proceedings by the Authority in any other jurisdiction, whether concurrently or not.

---

Signed for the Organisation

Name: .....

Signature: .....

Date: .....

---

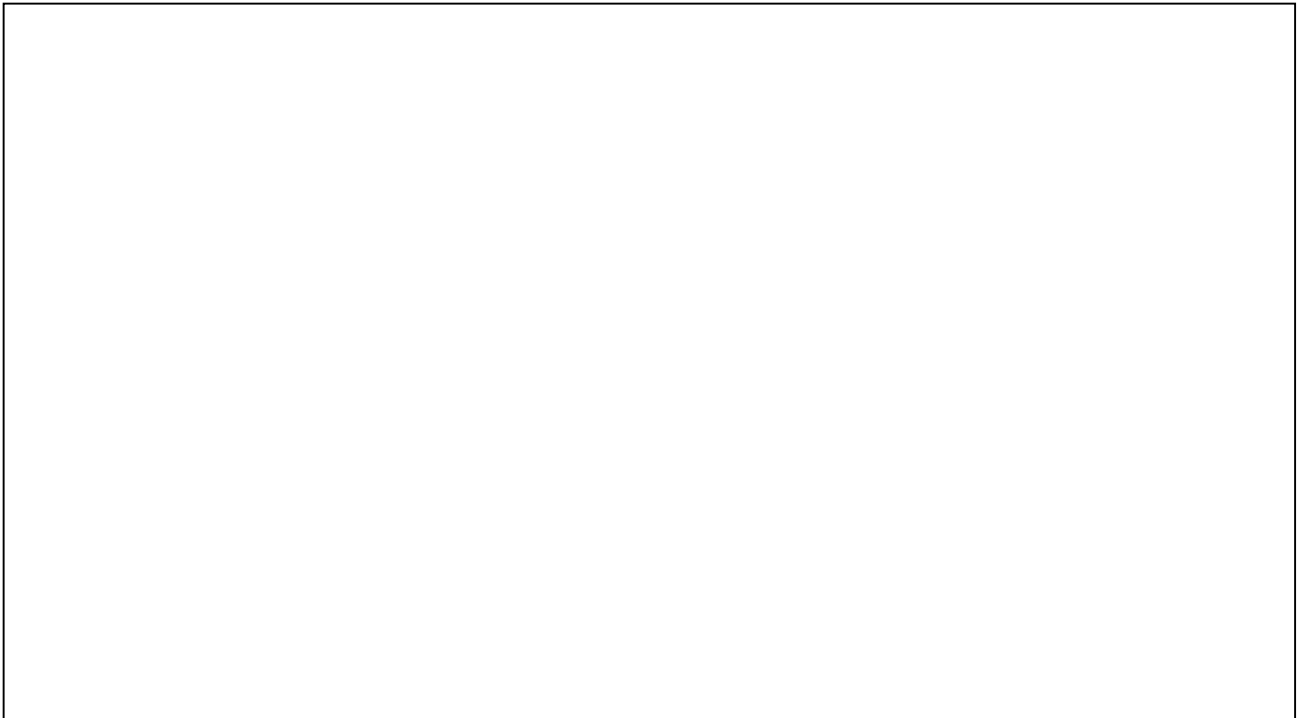
Signed for the Authority

Name: .....

Signature: .....

Date: .....

**Appendix A - Schedule 1: Description of Project**



**Appendix A - Schedule 2: Price and Payment Schedule**

The authority agrees to pay a grant of [XX] per annum from the [ X ] to [ X ]. The funding will be paid in annual instalments with the first instalment due in April 20XX.

TEMPLATE - AMEND FC

## Schedule 1

### Package of Support

#### Part 1 – General

1. The package of support will be provided to the Organisation by Bath & North East Somerset Council and the Resources are:
  - a) the use of the supplied book stock and continued supply of rotated or new books as identified in Part 2
  - b) the availability of professional support and training as identified in Part 4
  - c) other support as identified in Part 5

#### Part 2 – The Stock

2. The initial size of collection of books will be provided to the Community Run Library by the Council as agreed with the Organisation depending on the Option agreed and the community profile. This will be formed from the current book stock of the Council. The Stock will contain fiction and non-fiction books for adults and children and large print books. The average age of the stock cannot be guaranteed, but will have an appropriate loan potential. The Council reserves the right to retain any unique titles (e.g. where there is only one copy of a book) at its main libraries.
3. The Council will provide, at its expense, any brand new books for a Community Run Library as part of normal stock policy and rotation schedule. These titles will be selected and purchased in line with the Council's Library Service procurement approach with its book suppliers. The Organisation will not be able to specify particular titles although the Council will be happy to discuss the ratio and type of stock the Organisation wishes to see provided on a quarterly basis.
4. Books purchased and provided by the Council Library Service will be in accordance with its Stock Management Policy and operational stock guidelines. The Stock Management Policy provides a framework for the range and type of stock, supported by practical guidelines about stock management such as, for example, the age of a book and physical condition.
5. The Council will advise the stock circulation arrangements and methods of delivery. Any future revision or change to the circulation arrangements will be in line with those made in Bath & North East Somerset Council libraries.
6. Customers of the Community Run Library may reserve books from the Consortium Library Service stock online for collection at the Community Run Library or any other Council Library. Access will be available through the LibrariesWest website or the library App.
7. Customers of the Community Run Library may make requests for an item not already in the Council or available from the LibrariesWest consortium library stock but the Council does not guarantee to purchase these items. The Council will endeavour to make any such item available for the Community service customer through the inter library loan system, in accordance with the Inter Library Loan Policy. There will be a charge payable for use of this service by the customer which will need to be retained by the Council. The inter library loan

item will be delivered to a main Library for collection and payment by the customer.

8. The Council will not supply the Community Run Library with a stock of music CDs, DVDs or spoken word items.
9. The Council will not supply hard copy newspapers, magazines or periodicals to the Community Run Library.
10. Any donated stock item in the Community Run Library will not be added to the Library Management System and catalogue. The Council's Library Service will provide training to support communities in managing the stock.
11. In the event of materials borrowed from the Community Run Library or any other library being lost or damaged while on loan to customers of the Community Run Library, the individual customer will be responsible for meeting any replacement costs. All such costs will need to be retained by the Council.

### Part 3 - IT Systems and support

1. The Organisation will provide ICT equipment and support to ensure that members of the Community can access library stock and virtual library services, wider council information and more generally the internet.
2. The Organisation will provide, maintain and support:
  - A broadband connection to the library Premises;
  - Minimum of one pc for use of the **MobileCirc**;
3. The Organisation may want to consider providing additional PCs and printers to allow customers to undertake personal research and development.
4. All ICT faults and incidents will be the responsibility of The Organisation to resolve
5. **MobileCirc** problems would be reported initially with the Council's first point of contact. If they are unable to resolve the problem directly, a support call will be raised to the relevant IT Applications Support via the Council's IT service portal.

### Part 4 - Training and support

1. To support Community Run Libraries and Organisations a training programme will be provided prior to and at the time of handover of the Library Service to the Organisation to enable them to run a Community Run Library in **XXXX**.
2. A Community Run Library will be provided with a point of contact within the Council's core Library Service for ad hoc advice and enquiries to a reasonable level which require immediate assistance.
3. The Council will provide the Organisation with a direct contact for ongoing support.

## Part 5 - Other

1. The Organisation will commit to support national and local library initiatives e.g. Summer Reading Challenge.
2. The Council will continue to provide resources and/or support for national and local library initiatives to the Community Run Library.
3. Community Run Library members as members of the Council's Library Service will continue to have free access to all current online resources except Ancestry on line.
4. The Council will continue to send overdue reminders to Community Run Library customers in accordance with the Council's Library Service procedure.
5. The Council will deliver requested items and stock to a Community Run Library in accordance with a timetabled schedule. This will be in accordance with opening hours (the Council will aim to provide this on a weekly basis as a minimum).

TEMPLATE - AMEND FOR EACH LOCATION

**Schedule 2**  
**Inventory List**

**[to be determined]**

TEMPLATE - AMEND FOR EACH LOCATION



### Schedule 3

#### DATA PROTECTION, DATA PROCESSING AND SHARING ARRANGEMENTS

##### PART 1 - DATA PROTECTION

###### Background

- (A) Under the terms of the Libraries and Museums Act 1964 (“the Act”) the Council is the Data Controller as a Library Authority with a statutory responsibility to provide “a comprehensive and efficient library service for all persons desiring to make use thereof”.
- (B) \* Under and from the date of this Agreement the Council intends to withdraw funding from **xxxxx** branch library and the Organisation intends to provide a Community Run Library.  
**(\*delete as appropriate) This is only relevant for Branch library transfers.**
- (C) It is not intended that the Organisation should on behalf of the Council manage loan and other related library records using the computerised Library Management System (“LMS”).
- (D) The Council is obliged under the Data Protection Act to take appropriate technical and organisational measures to protect the personal information under its control, including personal information held as part of customer/borrower records on the LMS.
- (E) This Schedule to the Agreement regulates the access to Personal Data that the Organisation will have on behalf of the Council.

##### 1. RIGHTS AND OBLIGATIONS OF THE COUNCIL AS THE DATA CONTROLLER

- 1.1 The Council will provide access the Personal Data to the Organisation by means of the **MobileCirc** solution together with such other information as the Organisation may reasonably require in order to provide the Community Run Library.
- 1.2 The instructions given by the Council to the Organisation in respect of the Personal Data will at all times be in accordance with Data Protection Legislation.

## 2. OBLIGATIONS OF THE ORGANISATION AS THE DATA PROCESSOR

- 2.1 The Organisation will treat the Personal Data and any other Information provided by the Council as confidential.
- 2.2 The Organisation will process the Personal Data in compliance with Data Protection Legislation.
- 2.3 If the Organisation receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act, it will immediately notify the Council and will provide the Council with full cooperation and assistance in relation to such complaint, notice or communication.
- 2.4 The Organisation will not disclose the Personal Data to any Data Subject or to any third party other than at the request of the Council or as provided for in this Schedule.
- 2.5 The Organisation will ensure that access to the Personal Data is limited to:
- (a) those volunteers or employees of the Organisation who have signed a Data Protection Agreement and Acceptable Use Statement and who need access to the Personal Data to meet the Organisation's obligations under this Schedule; and
  - (b) such part or parts of the Personal Data as is strictly necessary for the performance of the Organisation's obligations under this Schedule.
- 2.6 The Organisation, with the cooperation and assistance of the Council, will ensure that all volunteers or employees of the organisation who are permitted access to the Personal Data:
- (a) are informed of the confidential nature of the Personal Data;
  - (b) have undergone training relating to the handling of Personal Data; and
  - (c) are aware of the Organisation's duties and their personal duties and obligations under the Data Protection Legislation and this Schedule; and
  - (d) have signed a Data Protection Agreement and Acceptable Use Statement.
- 2.7 The Organisation will take reasonable steps to ensure the reliability of any of the

Organisation's volunteers or employees who have access to the Personal Data.

- 2.8 The Organisation will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Council, unless the disclosure is required by law.
- 2.9 The Organisation, with the cooperation and assistance of the Council, will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

TEMPLATE - AMEND FOR EACH LOCATION

## PART 2

# BATH & NORTH EAST SOMERSET COUNCIL AND COMMUNITY RUN LIBRARIES DATA PROTECTION AGREEMENT

## Introduction

Bath & North East Somerset Council (the Council) will provide Organisations with access to **MobileCirc** web based library system to enable them to operate a Community Run Library for customers. The systems contain Personal Data under the terms of the Data Protection Act. It is therefore necessary for staff and volunteers of the Organisations to understand and agree to the terms and conditions included within this document before accessing Personal Data.

It is the Organisation's responsibility to ensure each of its staff and volunteers have read and understood Parts 1, 2, and 3 of **Schedule 3** of this Agreement and signed The Data Protection Agreement and Acceptable Use Statement document before accessing Personal Data. There is an example Data Protection Agreement and Acceptable Use Statement template document included with the Volunteer guidance pack.

Access will be provided to the Library Management System known as **MobileCirc**. This is the database that contains library membership records and through which book loans are transacted.

### 1. Data Protection

The Data Protection Act 2018

(DPA) governs the use of information about people (Personal Data). Personal Data can be held on computer or in a manual file, and includes email, minutes of a meeting, CCTV footage, photographs or recordings of telephone conversations. The Council will remain the Data Controller for the purposes of the Data Protection Act, for the information held on the library system, and **MobileCirc**. However, Community Run Library volunteers will be personally responsible for processing (using) this and other personal information in accordance with the Data Protection Act.

The Data Protection Act contains 8 principles for processing Personal Data which you must comply with. Personal Data must be:

- 1) Processed fairly and lawfully;
- 2) Obtained and only used for specified and lawful processes;
- 3) Adequate, relevant and not excessive;
- 4) Accurate and kept up to date;
- 5) Not kept longer than necessary;
- 6) Processed in accordance with individuals' rights;

- 7) Kept secure;
- 8) Not transferred to countries without adequate data protection regimes.

## **2. Risk Management**

The consequences of breaching Data Protection can cause harm or distress to customers if their information is released to inappropriate people, or they could be denied a service to which they are entitled. Volunteers and staff employed by the organisation should be aware that they can be personally liable if they use customers' Personal Data inappropriately. This agreement is designed to minimise the risks of breach and to ensure that the reputations of the Council, the Organisation and the Community Run Library are not damaged through inappropriate or unauthorised access as a result of login credentials being compromised, or through the introduction of viruses or malware to the wider community.

## **3. Applying the Data Protection Act within the Community Run Library Service**

### **Purpose**

You must not use the Personal Data provided by the Council, for any purpose other than delivering the Community Run Library Service.

### **Collecting Personal Data**

Whilst access is limited to the borrower details stored on **MobileCirc**, volunteers in Community Run Libraries may undertake additional tasks involving the collection of personal details from customers, e.g. Summer Reading Challenge. In such circumstances you must let the customer know why you are collecting their personal details and it is your responsibility to ensure that those personal details are only used for that purpose. If you want to use it for a different purpose you will need to tell the customer how you intend to use their personal details and get their consent before using it.

### **Correcting data**

Customers have a right to have their Personal Data corrected if it is wrong, to prevent it being used to cause them damage or distress or to stop marketing information being sent to them. If a customer asks for their personal details to be amended you must either pass the request to your Community Library Officer from the Council or contact a Council library for assistance.

### **Subject Access Requests**

If a customer asks for the personal details held about them, you must refer the request to your

Community Library Officer from the Council as soon as possible. Under legislation it is necessary to respond within 40 (forty) calendar days of a written request, subject to receiving proof of the individual's ID and payment of a fee.

### **Destroying personal data**

Personal Data about a customer should only be kept for as long as it is needed for the purpose it was obtained. For example: a customer joins the Summer Reading Challenge. You must only keep that Personal Data and use it for the duration of administering the Summer Reading Challenge and securely dispose of once the promotion and monitoring period is complete.

### **4. Further information**

Any specific questions about information security and Data Protection in relation to the data used by the Community Run Library should be directed to the named Council Library Service contact in the first instance. The Information Commissioner's website ([www.ico.gov.uk](http://www.ico.gov.uk)) is another source of useful information.

TEMPLATE - AMEND FOR EACH LOCATION

### PART 3 –

#### APPENDIX A: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Organisation shall comply with any further written instructions with respect to processing.
2. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Subject matter of the processing	<i>Customer details for Community Run libraries</i>
Duration of the processing	<i>Duration of the Agreement period</i>
Nature and purposes of the processing	<i>The nature of the processing means the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) of personal details.</i>  <i>The purpose is to facilitate the lending and use of library resources.</i>
Type of Personal Data	<i>Name, address, date of birth, telephone number and any other personal data required to facilitate the purpose of lending whilst observing the principle of Article. 5 para. (c.) of the Data Protection Act</i>
Categories of Data Subject	<i>Members of the public</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<ul style="list-style-type: none"><li>• <i>Records will be maintained within the SIRSI system by the processor.</i></li><li>• <i>Upon termination of the Agreement period, records will be retained within the SIRSI system.</i></li><li>• <i>The processor will store records only in the SIRSI system and the access to that system will be removed upon termination of this agreement.</i></li><li>• <i>SIRSI suppliers will manage the deletion of records after closure in accordance with the Libraries West Consortium.</i></li></ul>