

Barton Hill Service Providers Network Collaboration Agreement

This agreement is **not** a 'partnership' agreement, it is a 'collaboration' agreement, and this agreement relates specifically to the proposed Barton Hill Service Providers Network's (BHSPN) celebratory community event, the related funding application/s and delivery of the event if funding is awarded. A new or revised agreement will be produced for any future collaborations or activities that fall outside this particular project.

1. This agreement is made between [In Bristol Ltd](#) and [Play: Disrupt](#) and the following local service providers (Barton Hill Service Provider Network):

- 1.1 St Luke's Church
- 1.2 Travelling Light Theatre Company
- 1.3 Wellspring Settlement
- 1.4 Eastside Community Trust
- 1.5 Sovereign Housing
- 1.6 Studio Meraki
- 1.7 Learning Partnership West
- 1.8 Barton Hill Activity Club
- 1.9 Imayla
- 2.0 Creative Lives

2 Purpose and status of this document

- 2.1 The purpose of this 'Collaboration Agreement' is to establish how the proposed collaboration will proceed and the responsibilities and commitments of the collaborators.
- 2.2 This agreement **does not** intend to create a legally binding relationship between the collaborators.

3 Aims of the collaboration

- 3.1 The collaborators have agreed to collaborate on a celebratory community event.
- 3.2 Design and deliver a celebratory community event to provide taster sessions, information and signposting to existing activities and services. There will be a range of activities for children to encourage parents to attend/take part in the consultation. We will have music to create an atmosphere and to bring people to the Urban Park.

We will also include a range of creative consultation opportunities using a variety of different formats to engage with as many local residents as possible. The consultation will include written surveys, mapping of existing local spaces, places and services, and fun engagement activities developed with Play: Disrupt.

4 Principles

- 4.1 The collaborators recognise that aspects of the project may change as it develops, but agree the following principles about how the project will work:
 - Creative activity and cultural engagement is truly for everyone
 - Community consultation must be inclusive and accessible
 - We share findings with all local networks and providers
 - Develop a mapping tool (using Google Maps) of all business + providers in the area, these could include spaces, places, food, play, etc
 - We enable local service providers to have visibility and ensure their 'questions' are included in the consultation process

5 Timescale

- 5.1 This agreement will remain in place from the start of the project in March 2022 until December 2022, unless agreed otherwise in accordance with clauses 13 and 14 below.

6 Communication

- 6.1 The collaborators will agree upon and use the same consistent messaging in any communication about the project.
- 6.2 The lead organisation, In Bristol Ltd, will ensure that any publicity regarding the project is compliant with the funders' grant requirements, e.g. use of funders' logos.

7 Roles and responsibilities

- 7.1 The following are the proposed activities and responsibilities:
- 7.1.1 In Bristol Ltd is the lead (accountable body), responsible for the project delivery and financial management.
- 7.1.2 Sally Reay and Kerry Russell (In Bristol Ltd) are the creative leads, responsible for the programme of creative engagement.
- 7.1.3 Jenny Male (Play: Disrupt) is responsible for advising and leading on the technical process of the creative consultation and producing a report with recommendations based on the results of the consultation at the end of the project.

8 Decision making

- 8.1 Decisions will be made collectively by all collaborators, wherever possible, but as In Bristol Ltd is the lead for the purposes of the funding, there may be occasions where In Bristol Ltd must take unilateral decisions in accordance with the grant conditions and requirements from the funder/s.

- 8.2 The collaborators and other local service providers will keep this agreement under regular review as the collaboration progresses.

9 Resources

- 9.1 In Bristol Ltd is the lead (accountable body) responsible for the funding for this project.
- 9.2 Any payments to collaborators must be agreed in advance and will be made according to In Bristol Ltd financial requirements, i.e. payments released subject to the submission of invoices.

10 Intellectual Property

- 10.1 Ownership of all pre-existing Intellectual Property held by each partner and resulting from work undertaken prior to this collaboration ('Background Intellectual Property'), remains unaltered; i.e. stays with the relevant partner. It is for the collaborators to determine which of their Background IP can be used by the collaboration and on what terms.
- 10.2 For new Intellectual Property developed jointly by the collaborators, co-ownership will only allow the collaborators to exploit the jointly held rights themselves, and will not permit them to assign or licence the Intellectual Property to third parties, without the consent of the other members.
- 10.3 The above is also subject to the agreement of the funders, and to review.

11. Code of Conduct

- 11.1 **General principles** - Collaborators are expected to act at all times in the manner of someone associated with a publicly funded project. They

should refrain from any illegal, dishonest or unethical conduct at all times, not just when they are providing services to the BHSPN.

Collaborators must - act in good faith, with honesty, integrity and probity; promote the BHSPN's objectives of sharing, mapping, signposting and consulting with the local community to ensure a range of services and opportunities are available in the area; comply with the principles (set out below); treat others equally, fairly and with respect; and take personal responsibility for adhering to this Code of Conduct.

Collaborators must not - act in a manner which may bring BHSPN or any of the collaborators into disrepute; or misuse their position for personal gain or to promote their other interests.

Non Discrimination

Collaborators must treat others with dignity and fairness. Collaborators must not discriminate against anyone because of their religion, belief, race, colour, gender, marital status, disability, sexual orientation, age, social and economic status or national origin.

Conflicts of Interests

Collaborators must disclose any interest which they may have (or might be seen to have) in the outcome of any decision in which they are asked to participate. Collaborators must also disclose any interest that could otherwise prejudice any service they are asked to perform.

Collaborators must consider potential conflicts of interest at the earliest stage possible and declare any interest as soon as they realise it is necessary to do so. A collaborator must not participate in any

decision or perform any other service until the potential conflict is resolved.

Collaborators must recognise that - in dealing with conflicts of interest, the test to be applied is not whether an interest would influence their decision, but whether a member of the public, acting reasonably, may think that it might have such an influence; similar considerations apply to the interests of a spouse or close relative, as a member of the public, acting reasonably, may regard those interests as effectively being the interests of the collaborator; and the key principle is the need for transparency in respect of any interest which may be regarded by a member of the public, acting reasonably, as potentially affecting the collaborator's objectivity.

A collaborator who is unclear about any potential conflict of interest should seek guidance from the lead organisation - In Bristol Ltd.

Performance

Collaborators must perform their services within the timescales set by the BHSPN and to a reasonable and appropriate standard.

A partner/collaborator who is unable to provide services which are requested by the BHSPN must notify the lead organisation - In Bristol Ltd as soon as possible.

Collaborators must not perform services for the BHSPN: whilst on sick leave or suspended from their employment (unless the employer has provided prior written consent); if they are subject to any fitness to practise, disciplinary or similar proceedings or in any other circumstances which would bring the BHSPN into disrepute.

12 Confidentiality

Collaborators must not disclose or make any other use of confidential information to which they have access other than for a proper purpose relating to the performance of services for the BHSPN or as required by law. Collaborators must take appropriate steps to ensure that confidential papers and information are stored securely.

Collaborators must promptly notify the lead organisation - In Bristol Ltd - of any breach in confidentiality of which they become aware.

A partner/collaborator who is unclear about the status of any information should seek guidance from the lead organisation - In Bristol Ltd.

- 12.1 The collaborators will make every effort to ensure that confidentiality is maintained where required.
- 12.2 The collaborators agree not to disclose any confidential or commercially sensitive information to any other party, and not to use such information to the detriment of the collaboration.
- 12.3 All photos and personal information will be subject to strict safeguarding and stored according to data protection regulations.

13 Termination of the collaboration

- 13.1 Any collaborator may terminate their involvement in this agreement giving to the others at least three months' written notice of their intention to leave the project.

14 Breach of the agreement

- 14.1 Any collaborator may terminate this agreement with immediate effect in the event of a serious breach of any of its terms by another collaborator.

15 Disputes

- 15.1 In the event of any dispute or disagreement arising between the collaborators, such dispute shall in the first instance be resolved by negotiation.
- 15.2 Any dispute which cannot be resolved by reasonable negotiation and communication will be referred to an agreed independent body.
- 15.3 Should professional mediation or arbitration be required, the collaborators will refer to a suitable professional body who can facilitate the dispute resolution.

16 Amendments to this agreement and project

- 16.1 The terms of this agreement may only be altered by agreement in writing between persons duly authorised by each of the collaborators.
- 16.2 Funders will be informed immediately of any substantive changes to the project and / or this agreement.

17 Contact details : Project/Funding Leads

- 17.1 Kerry Russell, In Bristol Ltd - kerry@inbristol.org 07545272469
- 17.2 Sally Reay, In Bristol Ltd - sally@inbristol.org 07974 684749
- 17.3 Jenny Male, Play:Disrupt - jenny@playdisrupt.com

18 Working agreement includes these collaborating organisations:

- 18.1 [In Bristol Ltd](#)
- 18.2 [Play: Disrupt](#)
- 18.3 [St Luke's Church](#)

- 18.4 [Travelling Light Theatre Company](#)
- 18.5 [Barton Hill Activity Club](#)
- 18.6 [Wellspring Settlement](#)
- 18.7 [Eastside Community Trust](#)
- 18.8 [Sovereign Housing](#)
- 18.9 [Studio Meraki](#)
- 18.10 [Learning Partnership West](#)
- 18.11 [Barton Hill Activity Club](#)
- 18.12 [Imayla](#)
- 18.13 [Creative Lives](#)