



BBC EDUCATION & COMMUNITIES PARTNERSHIP CONNECT AND CREATE

PARTNERSHIP AGREEMENT

Background

The BBC is committed to working with partners across the North of England to attract and develop talent within the region and to open up pathways into employment.

That partnership will:

- Focus on identifying and developing talent – providing direction, opportunity and personal choice.
- Develop a future workforce representative of the region – in terms of ethnicity, disability, social class and academic qualification: a highly talented and capable workforce.
- Share a commitment with education partners to widening participation.
- Focus on learning and development, supporting existing structures and partners and at the same time developing new partnerships and programmes.
- Develop relationships within the communities we serve, developing long term mutually positive, beneficial and sustainable relationships.
- Develop clear pathways into the BBC and the wider industry, accessible from any starting point.

All individual partnership agreements will focus on activities where there is mutual benefit to both the BBC and each individual partner organisation and allows for personal growth and progression for individuals and organisations.

The BBC and its staff will support organisations as agreed in the individual plans and will offer guidance where asked to do so. We recognise that the educational and community expertise lies within our partner organisations and all activities will be agreed with partners. We will make clear our aspirations but will not make demands of partners whose principle responsibilities are clearly to a wider audience.

Partnership Code

The BBC has a clear Partnership Code which we will work to.

- The BBC seeks to work with partners who wish to share its commitment to building public value for the people of the UK, and in some instances for the BBC's international audiences, through the work that they undertake together.

- The BBC will enter into partnerships in a spirit of exploration, equity and openness to ideas, recognising that partnerships can take many directions and forms.
- The BBC will need to ensure that its editorial impartiality and integrity are not compromised by any partnership arrangements and that it retains editorial control of its output.
- We will communicate the BBC's partnering objectives clearly and widely. Up-to-date guidance about partnership opportunities will be made available on bbc.co.uk. This information will include a relevant named contact within the BBC.
- We will respond to all solicited and unsolicited approaches from potential partners in a timely and appropriate manner. Every partnership opportunity will be considered against fair criteria and, if an approach is deemed unsuitable, the BBC will explain why.
- We will work with potential partners to identify mutually acceptable objectives, timetables, value and outcomes before committing to a partnership. We will continue to engage in debate with partners and to work to ensure that all parties remain clear about each other's expectations and commitments.
- We will work equitably with all partners to review objectives, timetables, value and outcomes on a regular basis. Where necessary, we will also review and make improvements to the BBC's own performance in managing its partnerships and adhering to the Partnership Code.
- We will work to ensure that all partnerships undertaken are mutually beneficial, that recognition for the partnership is shared equitably with the partner and that, where editorially appropriate, the profile of the partnership is highlighted to both internal and external audiences.
- We will aim continually to improve the BBC's internal management of partnerships by offering guidance and training to staff and by endeavouring to work with partners to identify and develop the structures, skills and people to support our partnerships.
- All partnerships will be carried out under written and signed terms. After discussion and agreement between the partners, these terms will reflect the aspiration and nature of the partnership and will set out each of the partner's contributions, obligations and remedies as well as safeguards for their respective rights and interests.

- Partnerships must reflect the BBC values, are subject to compliance with competition law and must conform to the BBC's Editorial Guidelines, Fair Trading Guidelines, Branding Guidelines and all other applicable law and regulation.
- The BBC is committed to working closely with partners to resolve any differences promptly. However, should any unresolved grievances from partners occur, they will be handled by a named senior individual inside the BBC who, in collaboration with a named representative nominated by the partner, will review and act upon complaints as necessary.

How will The Education & Communities partnership work?

The partnership will work on the following basis:

- BBC departments will work with a number of education and community organisations.
- A member of staff within each department will be nominated to be the principal point of contact with the partner organisation.
- Where multiple projects are agreed, contact will be identified for each project.
- The overall partnership management rests with the BBC People and specific contact details are outlined in Schedule 1.
- Specific project details and nominated BBC staff is as outlined in Schedule 2.
- Partners and their nominated BBC contacts will develop specific work programmes in agreement, ensuring resources are available to support the activity.
- The Partnership will run from June 2007 to June 2011. Any adjustments during that time will be detailed in a revised schedule being issued.
- The Partnership will be reviewed annually and at that review either party may choose to opt out.
- The Partner organisation will nominate an overall representative for the organisation to take responsibility for the project as a whole and will nominate named individuals for individual projects.
- Where there are staff changes at either the BBC or partner organisations, the lead contact for either party will notify the BBC or partner organisation and will offer alternative contacts.

Use and Exploitation of Intellectual Property

Details are attached at Schedule 4

Use of BBC Trade Mark

Each Partner will be able to use the BBC Trade Mark to promote its involvement in the BBC's Education and Communities Partnership – Connect & Create, in accordance with BBC guidelines and the BBC Trade Mark Licence.

Guidelines are available on the BBC web site at:

<http://www.bbc.co.uk/branding/logos/>

The Trade Mark Licence Agreement is a separate document and must be signed and returned to the Partnership team.

The use of the Brand is restricted solely to the activities outlined in the Partnership.

Use of the BBC Brand will form part of the Annual Review of the partnership.

Please contact us in advance if you propose to use the logo and we'll let you know if this is within the guidelines.

Evaluation Report

Lancaster University are contracted to the BBC to conduct an evaluation of the Partnership and may contact partners to collect information, data or conduct qualitative reviews.

All partners are asked to support the work of the evaluation team and provide appropriate support in a timely manner.

Signed for and on behalf of the partner Signed for and on behalf of the BBC

Name

Name Genevieve Lawrence

Position

Position Programme Director

Signature

Signature

Date

Date

Schedule 1

Partnership Contact Details

Margaret McClelland, Development Executive, BBC Project North
Room 2046
P.O. Box 27
New Broadcasting House
Oxford Road
Manchester
M60 1SJ

Fiona Wright
Senior Resourcing Manager, BBC North project
Room 2046
P.O. Box 27
New Broadcasting House
Oxford Road
Manchester
M60 1SJ

Clare Proffitt
Education & Communities Partnership Coordinator
Room 2046
P.O. Box 27
New Broadcasting House
Oxford Road
Manchester
M60 1SJ

Schedule 2

Agreed activities with the organisation.

THE UNIVERSITY OF SALFORD

BBC Department	BBC Contact	Scope of Activity	Education Contact
Big Screen – Manchester	Sarah Griffiths	<p>Opportunity to showcase undergraduate students work</p> <p>Potential student placement opportunities</p> <p>Connection with MCIN (Gary Coppitch & Jessica Symons)- potential to use the Big Screen & MCIN in the BA Social Media</p> <p>Links to Lets Go Global (Karen Shannon) to develop second life & real life project</p>	<p>John Mundy School of Media, Music & Performance Head of School</p> <p>Paul Sermon School of Art & Design Professor of Creative Technology</p> <p>Paul Haywood School of Art and Design Associate Head for Academic Enterprise</p> <p>Wilfred Darlington Lecturer School of Computing Science and Engineering</p>
Comedy North	<p>Jon Mountague Producer</p> <p>Contact through Phillipa Usher, Team Assistant</p>	<p>Development of Student Project Challenge / Live Brief to run with a group of students. Details to be agreed.</p> <p>Potential for student placements.</p>	<p>Malcolm Raeburn School of Media, Music & Performance Lecturer Performance</p>
Entertainment – Manchester	Gareth Edwards Producer	<p>Development of Student Project Challenge / Live Brief to run with a group of students. Details to be agreed.</p> <p>Potential for student placements.</p>	<p>Frances Piper School of English, Sociology, Politics and Contemporary History Lecturer in Drama/Performance</p>
Religion & Ethics	<p>Chris Loughlin Executive Producer</p> <p>Moira Kean Producer</p>	<p>Development of Student Project Challenge / Live Brief to run with a group of students. Details to be agreed.</p> <p>Potential for student placements.</p>	<p>Frances Piper School of English, Sociology, Politics and Contemporary History Lecturer in Drama/Performance</p>
Radio Drama	Gary Brown	Invitations to	Colin Muir

	Producer	events/workshops. 4 events per year.	School of Media, Music & Performance
BBC People	Annual Conference Margaret McClelland	Invitation to the University to attend the annual conference.	Patti Holmes/ Howard Sherrington Core MediaCity Team Enterprise & Development
Information & Archives	Heather Powell Head of Information & Archives, Manchester	Invitations issued to events and workshops.	Serena Chester Information & Learning Services Liaison Manager
Writersroom	Katherine Beacon Project Manager New Writing	Invitation to writersroom activities running in the region. Key link in to creative writing through: www.bbc.co.uk/writersroom	Judy Kendall School of English, Sociology, Politics and Contemporary History Colin Muir School of Media, Music & Performance
BBC Childrens	Fiona Macbeth	Work with Laurence on new course on Mobile Technology. Focus on the technology side of things but from a creative perspective.	Laurence Murphy

Schedule 3

Annual Review

The Review will take place once per year with each organisation. The Review will be led by the named BBC contacts in Schedule 1 and the nominated lead for each organisation and any other staff they feel appropriate.

The Review will:

- Identify all individual activities undertaken
- Assess the benefits to both organisations
- Identify any specific benefits or issues
- Assess the impact of each activity on the BBC goals outlined in the introduction
- Agree if the same activity will take place the following year
- Agree contacts for that activity
- Discuss any additional contributions from either party
- Agree the schedule for the coming year.
- Identify where and how the BBC Brand has been used and make recommendations accordingly

Schedule 4

Use and Exploitation of Intellectual Property

A glossary of terms is attached

- 4.1 This Agreement does not affect the ownership of any Intellectual Property in any Background IP or in any other technology, design, work, invention, software, data, technique, Know-how, or materials that are not Results. The Intellectual Property in them will remain the property of the party that contributes them to the Project (or its licensors). No licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.
- 4.2 Each Party grants the other a royalty-free, non-exclusive licence to use its Background IP:
- 4.2.1 for the purpose of carrying out the Project, and
 - 4.2.2 where free to do so, to the extent such Background IP is integrated into or otherwise necessary for the other party to use and exploit the Results as permitted in this Agreement. Each party will notify the other of any Background IP which it is not free to licence to the other party under this sub clause 4.2.2.
- Neither party may grant any sub-licence to use the other's Background IP except to the extent necessary for it to exercise the licences granted to it in this clause 4.2.
- 4.3 The BBC will own the Intellectual Property in the Results and may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for that Intellectual Property, including filing and prosecuting patent applications for any of the Results. Where any third party such as a student or contractor or contributor is involved in the Project by the Partner, in accordance with this Agreement the Partner will ensure that the student or contractor or contributor has assigned any Intellectual Property they may have in the Results to the Partner in order to be able to give effect to the provisions of this clause 4.
- 4.4 To the extent that any Intellectual Property in the Results is capable of prospective assignment, the Partner now assigns such Intellectual Property to the BBC, and will use all reasonable endeavours to procure that any third party referred to in Clause 4.3 does the same. To the extent any Intellectual Property in the Results cannot prospectively be assigned, the Partner will assign such Intellectual Property to the BBC as and when they are created, (and will use all reasonable endeavours to procure that any third party referred to in Clause 4.3 does the same). To the extent that any moral rights (as defined in sections 77 -80 of the Copyright Design and Patents Act 1988) in the Results are capable of prospective waiver, the Partner now waives (and shall use all reasonable endeavours to procure that any third party referred to in Clause 4.3 waives), those moral rights except for Academic

Publication; and to the extent any Intellectual Property in the Results cannot prospectively be waived, the Partner will waive those moral rights as and when they are created except for Academic Publication (and shall use all reasonable endeavours to procure that such third party does the same). Nothing in this Agreement shall prevent the author of any Academic Publication identifying itself as such.

- 4.5 Each of the parties will notify the other promptly after identifying any Result that it believes is patentable, and will supply the other with copies of that Result.
- 4.6 The BBC grants the Partner an irrevocable, non-exclusive, royalty free licence to use the Results where necessary for the purposes set out below;
- 4.6.1 for the purpose of carrying out the Project.
- 4.6.2 for the purposes of academic teaching and academic research including research projects that are sponsored by any third party. The rights in this clause are subject to the rules on Academic Publication in Schedule 4 and Confidentiality in Schedule 5
- 4.7 The BBC grants the Partner an irrevocable, non-exclusive, licence to use the Results from the end of the Project Period, with the right to sub-licence, for the purpose of exploitation for any operational purpose of the Partner in any part of the world except that in relation to the provision of media services on any platform, a period of 3 months must first elapse from the end of the Project Period. This right shall be subject to the rules on Academic Publication in Schedule 4 and the Partner's obligations of confidentiality under Schedule 5.
- 4.8 In the event the BBC decides not to apply for registered protection in respect of all or any part of the Intellectual Property in the Results, in accordance with Clause 4.3, or decides to abandon any registration or application for registration of any Intellectual Property in the Results, the BBC shall promptly notify the Partner (which notification shall in no case be later than sixty 60 days prior to the deadline for maintenance of any Intellectual Property) whereupon the Partner may, subject to Clause 4.9, at its own discretion and expense apply for or continue the prosecution and maintenance of Intellectual Property in said Results in any part of the world. In this event the Intellectual Property in said Results shall be vested in the ownership of the Partner and the Partner shall promptly grant the BBC an irrevocable non-exclusive, royalty free licence with the right to sub-licence under the Intellectual Property in said Results for any operational purpose, of the BBC in any part of the world and from the end of the Project Period an irrevocable, non-exclusive licence, with the right to sub-licence to exploit in accordance with clause 4.10 below, under obligations of confidentiality as set out in Schedule 5.

- 4.9 There may be circumstances where the BBC, acting reasonably, determines that the Intellectual Property in the Results should not be registered by either party, including without limitation in circumstances where it is intended the Intellectual Property in the Results should be made available as open standards or open source. If so, the Sponsor shall not be entitled to apply for or maintain registered protection in such Intellectual Property. This shall not affect the Partner's rights under Clause 4.6.
- 4.10 The licenses granted to the Partner in Clause 4.6 and Clause 4.7 and to the BBC in clause 4.8 shall be royalty free and no payment other than the Financial Contribution shall be payable by the BBC or by the Partner, save that if any benefit accrues to the Partner or the BBC through its commercial exploitation of the rights granted under this Clause 4, the party exploiting shall make such payment to the other on fair and reasonable non-discriminatory terms, taking into account any contributions made by both parties, whether financial or otherwise (including but not limited to any registered protection the BBC or Partner may have sought to obtain for the Results) and as may in all the circumstances be reasonable. For the avoidance of doubt no royalties will be payable by the BBC for public service use or by the partner for teaching or research.

Schedule 5

PUBLICATION

- 5.1 Any employee or student of the Partner (whether or not involved in the Project) may, provided the Partner has provided full details to the BBC and has not received a Confidentiality Notice under clause 4.2:
- 5.1.1 discuss work undertaken as part of the Project in Partner meetings, seminars, tutorials and lectures; and
 - 5.1.2 Publish any Background IP of the BBC or any of the Results.
- 5.2 The Partner will submit to the BBC, in writing, details of any Results and any of the BBC's Background IP that any employee or student of the Partner intends to Publish, at least 30 days before the date of the proposed Publication. The BBC may, by giving written notice to the Partner ("a **Confidentiality Notice**"): require the Partner to delay the proposed Publication for a maximum of 6 months after receipt of the Confidentiality Notice if, in the BBC's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of the BBC's Background IP or any Results that are to be Published; or prevent the Publication of any of the BBC's Background IP that is Confidential Information. The BBC shall not unreasonably withhold or delay the issuing of such confidentiality notice and must give that Confidentiality Notice within 30 days after the BBC receives details of the proposed Publication. If the Partner does not receive a Confidentiality Notice within that period, its employee or student may proceed with the proposed Publication, provided that, whether or not it has received a Confidentiality Notice, any of the BBC's Background IP that is Confidential Information may not be published. The BBC shall execute documents and do all things reasonably required by the Partner in a timely manner in favour of academic publishers, where required to facilitate Publication as envisaged under this Agreement. Nothing contained in this clause shall be interpreted as preventing the inclusion of some or all the Results in a thesis prepared by a registered student pursuant to the award of any degree of the Partner nor the disclosure in confidence of such thesis to an examiner (external or internal) appointed by the Partner for such purposes nor the lodging in the Partner library of a copy of the thesis under conditions of restricted access in accordance with the Partner's regulations (ie held off-catalogue and not accessible by anyone except the Partner librarian).

Schedule 6

CONFIDENTIALITY

- 6.1 Subject to clause 4, neither party will either during the Project Period or for 7 years after the end of the Project Period, disclose to any third party, nor use for any purpose except carrying out the Project, any of the other party's Confidential Information.
- 6.2 Neither party will be in breach of any obligation to keep any Background IP, Results or other information confidential or not to disclose it to any other party to the extent that it:
- 6.2.1 is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
 - 6.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - 6.2.3 has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
 - 6.2.4 has been independently developed by the party making the disclosure;
 - 6.2.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other of the requirement and the information required to be disclosed; or
 - 6.2.6 is approved for release in writing by an authorised representative of the other party.
- 6.3.1 The Partner will not be in breach of any obligation to keep any of the BBC's Background IP that is not Confidential Information, or any Results, or other information, confidential or not to disclose them to any third party, by Publishing any of the same if the Sponsor has followed the procedure in clause 4.2 and has received no Confidentiality Notice within the period stated in that clause.
- 6.4 The BBC will not be in breach of any obligation to keep any of the Partner's Background IP, or other information, confidential or not to disclose them to any third party, by making them available to any Group Company, or any person working for or on behalf of the BBC or a Group Company, who needs to know the same in order to exercise

the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the recipient undertakes to keep that Background IP or information confidential.

- 6.5 Both parties may disclose such of the Confidential Information to such of its employees or any permitted third party such as a student or contractor who is involved in the Project as may be reasonably necessary to enable them to exercise their rights under this Agreement for the purposes of carrying out the Project or by a sub-licensee as may be permitted under Clause 4.2 or 4.7, but shall procure that any such third party who has access to any Confidential Information of the other is made aware of, and subject to, any obligations of confidentiality no less onerous than those set out in this Agreement and shall procure that so far as is reasonably practicable any such third party who is involved in the Project or is otherwise a permitted sub-licensee is bound by written undertakings of confidentiality which would protect the confidentiality of the Confidential Information.
- 6.6 If either party “**the Requesting Party**” receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the other parties, (“**the Owing Parties**”), Confidential Information, it will notify and consult with the Owing Party. If the Requesting Party requires assistance in obtaining such information, the Owing Party (or any agent or sub-contractor of the Owing Party) shall at its own cost ensure (and procure that any of its agents and sub-contractors so ensure) that the Requesting Party’s request for assistance is responded to promptly and in any event within 10 days of receipt.
- 6.7 Neither the Partner nor the BBC will publicise details of this Agreement or its contents or use the other’s name or logo in any press release or product advertising, or for any other promotional or similar purpose, without first obtaining the other's written consent.

Glossary

DEFINITIONS

In this Agreement the following expressions have the meaning set opposite:

Academic Publication:	the publication of an abstract, article or paper in a journal, or its presentation at a conference or seminar; and in schedules 5 and 6 "to Publish " and " Publication " are to be construed accordingly;
Background IP:	information, techniques, Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one party to the other for use in the Project (whether before or after the date of this Agreement), except any Result;
Confidential Information:	each party's confidential information is: any Background IP disclosed by that party to the other for use in the Project; any Results in which that party owns the Intellectual Property; and any other information of a manifestly confidential nature.
a Group Company:	any undertaking which is, on or after the date of this Agreement from time to time, a subsidiary undertaking of the BBC, a parent undertaking of the BBC or a subsidiary undertaking of a parent undertaking of the BBC, as those terms are defined in section 258 of the Companies Act 1985;
Intellectual Property:	patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
Know-how	unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain;
the Project:	the programme of work described in Schedule 2, as amended from time to time
the Results:	all information, Know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of the Project.

