

**2018**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BRITISH LIBRARY (“BL”) 96 Euston Road, NW1 2DB**

**and**

**THE UNIVERSITY OF LONDON**

**for**

**COLLABORATION IN COLLECTION  
DEVELOPMENT AND SERVICES**

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**The British Library ("BL") 96 Euston Road, NW1 2DB**

and

**The University of London**, an exempt charity and statutory corporation (number RC000661) with headquarters at Senate House, Malet Street, London WC1E 7HU, England, acting through its Institute of Advanced Legal Studies (hereafter "**IALS**")

Each a Party and together the Parties.

A Concordat was signed by the parties in 2002 and an MOU was signed in 2011. This MOU reaffirms BL and IALS' intent to foster genuine and mutually beneficial cooperation, on a basis of equality and reciprocity. This MOU is not intended to be legally binding, except where specifically stated.

#### **1 Purpose**

Both parties recognise that they share many common areas in their collection, preservation and public access policies; they have worked in consultation for many years, currently work together on a range of co-operative activities, and wish to continue and expand collaboration to improve access to resources.

The areas of activity where they can work effectively together and for which this MoU provides a framework are as follows:

- (i) for future co-operation and collaboration;
- (ii) for ensuring that BL and IALS are fully informed of each other's current programmes and future plans; and
- (iii) for facilitating the development of joint activities.

The purpose of this MoU is to reaffirm the promotion of effective interaction between BL and IALS in the achievement of the above areas of activities in particular in relation to:

- collection development, access and publicity,
- reader and information services,
- staff development
- specific projects of common interest.

Both parties wish to collaborate in managing the challenges that exist in the area of collection development, document supply and provision of contents data, preservation and archiving and in the area of co-ordinated access policies. Both parties will continue to reach a common understanding on all issues.

#### **2. Implementation:**

- 2.1 Regular review of, and agreement to, strategic priorities will facilitate forward planning in areas of common interest, and the development, where appropriate, of collaboration and joint ventures aimed at maximising the benefits to both parties. It is recognised that the IALS exists within the School of Advanced Study and that, in the future, it may be more appropriate to develop the relationship in that wider context. It is therefore anticipated that this MoU will establish the principles for wider collaboration.

2.2 Both BL and IALS will seek to provide effective input into the activities of the other by:

- providing information to each other about their respective strategies and priorities, and advice about opportunities of interest to each other;
- providing information to each other about their various activities and schemes to support and promote research and postgraduate study;
- participating as appropriate in the work of each other's ad hoc committees and working groups etc;
- establishing and using formal and informal channels of communication to provide comments, assessments and advice on matters of mutual concern;
- providing expert advice on matters of scholarly concern; and,
- developing joint activities where these are appropriate and of mutual benefit.

2.3 IALS will continue to invite a representative of BL to be a member of the IALS' Library Committee and contribute to policy discussions.

2.4 Annual meeting, to take place in the first quarter of the calendar year, will be organised between both Parties. Representatives will include:

for the BL:                   Head of Research User Services  
                                  Curator for Law and Socio-Legal Studies,

for IALS:                    Librarian of the Institute of Advanced Legal Studies,  
                                  Academic Services Librarian  
                                  Information Resources Manager,

2.5 A list of specific joint activities will be drawn up in agreement with both Parties on an annual basis and reviewed at the annual meetings.

2.6 A short report on annual activities will be produced in agreement with both Parties each year.

### **3. Duration and Termination**

This MoU will last for three (3) years from the date of signature by BL and IALS.

At the end of the three-year term, it will automatically expire, unless the Parties agree to extend it in writing for any further agreed period.

3.1 Either Party may terminate the MOU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination where a formal legally binding agreement has been entered into between the Parties in respect of such projects or programmes.

3.2 This MOU may be terminated with immediate effect by either Party giving the other written notice at any time if the other Party:

- a) is in material breach of any of its obligations under this MOU and fails to remedy that breach (if capable of remedy) within 30 days after receiving written notice of the breach; or
- b) engages in any act or omission which has or is reasonably likely to, in the reasonable opinion of the other Party, bring that Party into disrepute or diminished that Party's reputation.

### **4. Financial Expenditure**

It is understood that the implementation of any of the types of cooperation stated in Clause 1 shall depend upon the availability of resources and financial support of the Party or Parties concerned.

This MOU does not, in and of itself, obligate the Parties to any financial expenditure.

Under this MOU, a Party shall remain liable for any losses or liabilities it incurs due to its own actions or omissions, and those of its employees.

No Party shall be liable for any loss (direct or otherwise) that the other Party suffers as a result of this MOU.

Neither Party is permitted to incur costs on behalf of the other Party without such other Party's prior written consent.

**5. Promotional material and use of Logos.** This Clause is intended to be legally binding. No Party to this agreement shall use the name and logo of the other in any form of publicity or promotional material without the written consent of the party concerned. The Party required to provide written consent will not unreasonably refuse such request.

Each Party undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the other Party's name and/or trademarks.

**6. Intellectual Property.** This Clause is intended to be legally binding. Each Party acknowledges and agrees that for all purposes the intellectual property rights associated with the other Party constitutes the other Party's exclusive property. Access to such Intellectual Property will be negotiated on a case by case basis.

Any new Intellectual Property generated as a consequence of this Agreement will normally be owned by the party creating the same, although variations to this position may be negotiated on a case by case basis.

**6. Confidentiality.** This clause is intended to be legally binding. Subject to obligations under legislation as may be applicable, both Parties, including their employees, subcontractors, advisers, and any party's holding company, shall maintain confidential, for the term of this MOU, any confidential information concerning all discussions, plans or developments that arise from this MOU (the "Confidential Information"), unless otherwise agreed in writing by the Parties. The Parties shall only use the Confidential Information for the Purpose set down in Clause 1.

The Confidential Information obligations set forth above shall not extend to any information:

- which was lawfully in the possession of the disclosing party or its advisers prior to such disclosure as evidenced by the disclosing party's written records (or those of its advisers) and which was not acquired directly or indirectly from the receiving party;
- which was at the time of disclosure or which through no act on the part of the disclosing party becomes information generally available to the public; or
- which corresponds in substance to information furnished to the disclosing party on a non-confidential basis by any third party having a legal right to do so.

Either Party may disclose the Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

**7. Data Protection.** This clause is intended to be legally binding. Subject to the additional terms of any subsequent legally binding agreements entered into between the Parties, in the performance of obligations under this MOU, including without limitation all matters related to students, each Party undertakes to comply with the national data protection legislation. The

legislation covers data subjects' rights, fundamental freedoms, respect of dignity, personal identity and the right to personal data protection.

**8. Freedom of Information.** This clause is intended to be legally binding.

Both Parties acknowledges that under the UK's Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004, they may be required to release information about this MOU, as and when requested. As and when requested, each Party will provide all reasonable assistance and co-operate with each other to enable timely compliance with its disclosure obligations thereunder.

### **9. Variation**

This MOU may only be amended or modified by a written agreement signed by the authorised representatives of both Parties.

### **10. Third-Party Rights**

Save to the extent expressly set out herein, this MOU is not intended to create, nor shall it create any rights, entitlements, claims or benefits to any person that is not a party to it.

**11. Assignments.** This clause is intended to be legally binding.

Neither Party shall assign, transfer or otherwise dispose of any rights or obligations under this MOU without the prior written consent of the other Party (such consent not to be unreasonably withheld).

### **12. Dispute Resolution**

The Parties agree that if any of the terms herein are subject to questions of intent or interpretation, or if the Parties identify other issues that are not addressed in this MOU, the Parties will enter into good faith negotiations to resolve such issues, and such resolutions shall be incorporated as written amendments to this MOU. If any dispute arises under this MOU, the Parties shall use their reasonable endeavours to agree on such action as may be necessary and equitable to remove or resolve the dispute or cause of the same.

**12. Entire Agreement.** This clause is intended to be legally binding.

MOU constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

### **13. Governing Law.**

This MoU shall be governed and construed in accordance with the laws of England and Wales.

**15. Legal Status of MOU.** This clause shall be legally binding.

This MOU shall be a non-binding agreement between the parties, except for clauses 5 (Promotional material) 6 (Intellectual Property), 7(Confidentiality), 8 (Data Protection), 9 (Freedom of Information), 11 (Assignments), 12 (Entire Agreement), 13 (Governing Law ), 15 (Legal Status of MOU), 16 (Notices) which shall be legally binding and which shall survive expiry or earlier termination of this MOU.

**16. Notices.** This clause is intended to be legally binding.

Contact information for notices regarding this MOU are as follows:

#### **IALS:**

Jules Winterton  
Institute of Advanced Legal Studies, School of Advanced Study, University of London  
Charles Clore House  
17 Russell Square  
London WC1B 5DR  
[jules.winterton@sas.ac.uk](mailto:jules.winterton@sas.ac.uk)

Copied to:

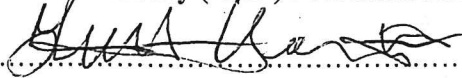
Sandrine Alarcon-Symonds  
Head of Management Information and Research Services  
School of Advanced Study, University of London, Senate House, Malet Street,  
London, WC1E 7HU  
[Research@sas.ac.uk](mailto:Research@sas.ac.uk)

**The British Library ("BL") 96 Euston Road, NW1 2DB**  
Matt Hunt (Head of Research User Services)  
[matt.hunt@bl.uk](mailto:matt.hunt@bl.uk)

**17 Signatures:**

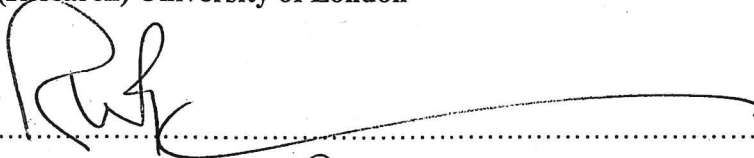
In witness to this agreement, the following individuals append their signatures:

Signed on behalf of  
**The British Library ("BL") 96 Euston Road, NW1 2DB**

  
.....  
Matt Hunt (Head of Research User Services)

Date 20th Sep 2018

Signed on behalf of  
**The University of London:**  
Professor Rick Rylance, Dean and Chief Executive of the School of Advanced Study and PVC  
(Research) University of London

  
.....

Date 20.09.18