

HARINGEY CULTURE COLLECTIVE MASTER COLLABORATION AGREEMENT

Date: [v3 – 01/7] 2025

Between:

- 1) **Haringey London Borough Council:** River Park House, 225 High Road, London N22 8HQ; (*"the Council"*); and
- 2) **Haringey Culture Collective:** Registered Charity Number: []; Registered Company Number: []; Registered Office: [River Park House, 225 High Road, London N22 8HQ] (*"the Charity"*)

Background:

- (A) Haringey is the London Borough of Culture 2027 (*"the Project"*) and to maximise the direct and long-term opportunities arising from the Project, the Council established Haringey Culture Collective, as a collaborative partner for the Project, and as a legacy community charitable foundation related to Haringey.
- (B) The purpose of this Master Collaboration Agreement (*"the Agreement"*) is to set out the framework terms and conditions upon which the Council and the Charity will collaborate and inter-relate, in relation to the Project, and subsequently, in the promotion of their common and complementary public benefit purposes and to formalise the collaborative arrangements, in relation to the Project, to the date of this Agreement (*"the Agreement Date"*).
- (C) The Council and the Charity intend to maintain a close collaborative relationship in relation to the Project and subsequently, including through the Council being sole company member of the Charity (*"Member"*) and individuals connected with the Council serving among the charity trustees of the Charity (*"Trustees"*).
- (D) An outline of collaborative support provided by the Council to the Charity, at the Agreement Date, is set out in **Schedule 1** and an outline of the content for particular further agreements under this Agreement, from the Agreement Date, is set out as **Schedule 2**.

It is hereby agreed:

1. Interpretation

In this Agreement the definitions set out in the Heading, Background and **Schedule 3** apply.

2. Strategic alignment in relation to the Project and Charity governance

2.1. The Council and the Charity have agreed that their common, public benefit purposes may be beneficially promoted through the Charity further developing, realising and operating the Project, supported by the Council, in particular through:

- a. Project Funding and Project Investment, as outlined in Clause 6;
- b. provision of premises, as outlined in Clause 7,
- c. an intellectual property right licence, as outlined in Clause 8;
- d. collaborative personnel provision, as outlined in Clause 9;
- e. collaborative provision of Business, Financial, Management and Administrative Services, as outlined in Clause 10;

- f. collaborative further Project planning in the refinement and further development of the Project Plan, as outlined in Clause 20, including in relation to maximising community engagement.
- 2.2. The Council and the Charity shall review their public benefit collaboration at the end of the Project, with a view to further collaboration promoting their common public benefit purposes in relation to Haringey.
- 2.3. The principal elements of such collaborative strategic alignment, between the Council and the Charity (subject to further Written agreement) are:
 - a. The Council, being the Member, with constitutional authority, acting in the best public benefit interests of the Charity's objects, to provide the constitutional framework for the appointment of Trustees to the Board and to receive and scrutinize reports on the Project, from the Board.
 - b. The Council, as Member, in providing for the optimum Board composition, making and supporting Board appointments of Trustees, as reasonably considered appropriate, who are:
 - individuals connected to the Council, through holding office as Councillors, or as officers, or otherwise, (as required by Charity Law, in their capacity as charity trustees, exercising personal responsibility and discretion and not acting as representatives of the Council); and
 - individuals not connected to the Council with requisite capabilities and expertise,
 - c. Appropriate reviews of the Project Plan, by the Charity, in consultation with the Council.
 - d. Reciprocal commitments of the Council and the Charity, hereby given, reasonably to consider and respond to reasonable proposals, made by the other, in relation to the development, realisation and operation of the Project by the Charity and/or the support for the Project by the Council.
 - e. Communication protocols and a potential Project Steering Committee, as outlined in Clause 20.

3. Potential Conflict of Interest/Loyalty management

- 3.1. Within the over-arching, public benefit common and coincidence of interest which is the basis of this Agreement, the Council and the Charity shall each ensure that it and relevant individuals are alert to the potential for inter-organisation conflict of interest and/or personal conflict of loyalty to arise and the need for the proper management of any such situation.
- 3.2. Such proper management shall include:
 - a. the standing formal disclosure, by Trustees connected to the Council, within the conflict of interest management policies and procedures, respectively, of the Charity and the Council, of their connection to the other organisation;
 - b. any specific further disclosure of a possible, or actual, material conflict of interest/loyalty, which may, or does, require specific management in accordance with the respective conflict of interest management policies and procedures of the Charity and/or the Council;
 - c. as appropriate, in accordance with the respective conflict of interest management policies and procedures of the Charity and/or the Council, the non-participation of the relevant individual(s), in relation to decision-making processes, in respect of which a possible, or actual material conflict of interest/loyalty arises.

4. Project-related Support Services from the Council to the Charity

- 4.1. The Council, as the founder and Member of the Charity and as a continuing supporter of the Charity, in pursuance of the Council's public benefit statutory purposes, provided and procured financial support for the development of the Project and the establishment of the Charity and to the Agreement Date, has provided a range of preferential Support Services to the Charity, including those outlined in **Schedule 1**.
- 4.2. This Agreement records and as far as applicable formalises, the basis of such Support Services and provides a framework for further such collaborative support, including an outline for the content of appropriate Specific Service Agreements in **Schedule 2**.
- 4.3. All Support Services will be provided with reasonable care, skill and diligence.

5. Project-related Services from the Charity to the Council

The Charity may, in pursuance of its public benefit charitable objects, provide services to the Council, in connection with the Project, under particular Written service agreements. All such services and applicable terms and conditions will be specifically agreed, in writing and be provided with reasonable care, skill and diligence.

6. Project Funding and Project Investment

- 6.1. Financial support being provided by the Council, to the Charity, at the Agreement Date, is specified in **Schedule 1**.
- 6.2. The Council may provide grant funding to the Charity, on specified Council Written grant conditions.
- 6.3. The Council may provide preferential and/or standard loans to the Charity, on specified Written terms and conditions, including in relation to interest payments, security arrangements and the repayment of principal.
- 6.4. The Council may procure grant funding and/or loans, for the benefit of the Charity and/or the Project, on specified third-party Written terms and conditions.
- 6.5. The Council may invest, co-invest, or procure investment in elements of the Project, on specified Written terms and conditions, including joint-venture terms and conditions.
- 6.6. The Council may provide guarantees on behalf of the Charity, in relation to the Project.
- 6.7. The Council may support the Charity in relation to legal and other costs and in relation to funding applications to third-party funders.

7. Premises

- 7.1. Provision, by the Council to the Charity, of "at will" licence rights in relation to the occupation and use of Council premises by the Charity, as specified in **Schedule 1**.
- 7.2. The Council agrees to use reasonable endeavours to support the Charity in securing other appropriate premises occupation and use rights, for the benefit of the Project.

8. Intellectual Property Rights

- 8.1. The Council as the legal owner of registered/unregistered trade-marks in respect of the Project name and logo and initial Project materials, hereby licences to the Charity the use intellectual property rights in such assets, as specified in **Schedule 1**, for the purposes of the Project.
- 8.2. The Council and the Charity intend to agree the terms and conditions of further intellectual property rights in relation to the Project, from the Agreement Date.

9. Project Personnel

- 9.1. The Council prior to the Agreement Date has provided personnel support, to the Charity, through Support Services.
- 9.2. The Council may provide further personnel support to the Charity, including on appropriate secondment terms and conditions, without any secondment fees, at cost, or on otherwise preferential secondment fee terms, for a reasonable initial development period, subject to agreed review, based on the Project achieving reasonable independent sustainability;

10. Project Business, Financial, Management and Administration Services

- 10.1. The Council provide business, financial, management and administration service support to the Charity prior to the Agreement Date.
- 10.2. The Council may provide further business, financial, management and administration services to the Charity, on appropriate terms and conditions, without any service fees, at cost, or on otherwise preferential secondment fee terms, for a reasonable initial development period, subject to agreed review, based on the Project achieving reasonable independent sustainability.

11. General Payment Provisions

- 11.1. Subject to contrary Written agreement, invoices (including applicable VAT) in respect of any payments, due to the Council, from the Charity, or vice versa, under this Agreement, in respect of each calendar month of this Agreement's duration, may be issued monthly in arrears. The first such invoice shall include any initial part month and the last such invoice may be in respect of a final part month.
- 11.2. Subject to contrary Written agreement, such invoices shall be payable within thirty days of receipt.
- 11.3. A party issuing any invoice shall, promptly, upon reasonable request, provide any information relating to the invoice requested by the party receiving the invoice.

12. Publicity and Freedom of Information

- 12.1. Any publicity relating to the Project or the Charity to be issued by the Council must be agreed by the Charity, such agreement not to be unreasonably withheld, or delayed.
- 12.2. Any publicity relating to the founding, or support, or funding, of the Project, or the Charity, by the Council, to be issued by the Charity, must be agreed by the Council, such agreement not to be unreasonably withheld, or delayed.
- 12.3. The Charity shall promptly comply with any reasonable request by the Council for the Charity's co-operation in relation to any statutory Freedom of Interest request received by the Council, provided that the Charity shall retain full rights not to disclose confidential, or otherwise commercially sensitive, information.

13. Data Protection

- 13.1. Each party shall ensure that it complies with its obligations in respect of all applicable Data Protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation and shall adopt and implement an appropriate Data Protection Policy. Such policies may be appropriately aligned, to optimise the benefits of the collaboration.
- 13.2. Each party shall properly assess the purpose, extent and necessary duration, of any reasonable, collection, holding, processing, sharing and use of Personal Data, particularly in relation to Project activities and Support Services and the permitted lawful basis of such collection, holding, processing, sharing and use.

- 13.3. Each party shall properly assess the Data Controller or Data Processor status of each in relation to such use, which, unless otherwise agreed in Writing, shall be assumed to be that each party is an independent Data Controller in relation to its own activities.
- 13.4. Each party shall, as a Data receiving party, ensure that all required privacy notices have been published and issued and as a Data disclosing party shall use reasonable endeavours to ensure the receiving party has complied with such obligations.
- 13.5. Each party shall ensure all Personal Data in its possession, or control, is
- a. held, processed and used exclusively for the intended and permitted purpose;
 - b. kept secure and confidential through appropriate technical and organisational measures and through restricting access to appropriately authorised and trained personnel;
 - c. securely transmitted, as required, in relation to the permitted and lawful purpose; and
 - d. kept for no longer than is necessary for the intended and permitted purposes;
- 13.6. Each party shall promptly and properly respond to any Data Subject Access Request and reasonably and promptly co-operate with the other in relation to any such request.
- 13.7. Each party shall notify the other, within seven days, of any actual, or potential Data breach, or Data-related complaint in relation to Support Services.
- 13.8. Each party shall reasonably consult and co-operate with the other in appropriately managing any actual, or potential Data Protection breach, or Data-related complaint in relation to the Support Services.

14. Confidentiality

Each party shall ensure that the confidentiality of all confidential information of the other is securely maintained with the same required care and diligence as is properly applicable to its own confidential information.

15. Health and Safety

Each party will, as applicable, reasonably support the other in meeting their respective health and safety obligations.

16. No rights of assignment or sub-contract

Neither party may assign, sub-contract, charge, sub-license, or otherwise dispose of or deal with any of its rights under this Agreement without the Written consent of the other.

17. Term and Termination

17.1. This Agreement reflects and from the Agreement Date, formalises, the collaborative arrangements between the parties, from the establishment of the Charity.

17.2. Either party may terminate this Agreement:

- a. by giving at least six months' Written notice to the other, up to 31 December in any year, while the parties acknowledge that the nature of the Project is that it is intended to continue for the long-term;
- b. upon any fundamental breach of the Agreement by the other, while the parties acknowledge that the nature of the Project means such a fundamental breach, in the

context of the Project, will inherently be particularly extreme and both parties will use all reasonable endeavours to continue the Project;

- c. if the other party is subject to: dissolution; liquidation, or administration, or the appointment of any receiver, administrative receiver, manager or similar officer in respect of the whole, or any part of its assets, or any scheme of arrangement, or composition, with its creditors, or if the other fails to meet its liabilities as they fall due, while the parties acknowledge that the nature of the Project would mean the continuity of the Project through the operation and support, of successor organisations is likely to be appropriate.

18. Remediable Breach Procedure

- 18.1. If one party reasonably believes the other to be in remediable material breach of this Agreement, it may assert the alleged breach, in full detail, in a Written breach notice to the party considered to be in breach, specifying, reasonably, what is required to remedy the breach and a reasonable timescale for such remedy.
- 18.2. If a party commits any material breach of this Agreement and is the subject of a remedy notice in respect of such breach under Clause 18.1, it shall remedy the breach as reasonably specified and within the reasonable timescale set out in the remedy notice.

19. Variation and Review

- 19.1. Any variation to this Agreement shall be in Writing signed on behalf of both parties.
- 19.2. The parties shall review this Agreement at least once every three years.

20. Project Steering Committee

- 20.1. The parties agree that the Project is such an important project and of such potential benefit to Haringey, that they must and will use all reasonable endeavours to optimise their collaboration in relation to the Project and to maximise community engagement with the Project and their communication for those purposes, over the long term. This may include a joint Project Steering Committee.
- 20.2. Accordingly, the parties agree to use all reasonable endeavours to establish and implement appropriate communication protocols, particularly to discuss and further refine and develop the Project Plan, to agree Support Services; to promote the Project and to further develop and consolidate their long-term collaborative relationship, if applicable including in relation to a joint Project Steering Committee.

21. Resolution of issues

- 21.1. Any issue, in relation to this Agreement, requiring inter-action and/or involving disagreement between the parties shall, as far as possible, be resolved through direct communication between senior representatives of each party.
- 21.2. Any such issue which is not resolved under Clause 21.1 may lead to either party giving to the other formal Written notice of dispute, specifying the detail of such dispute and the parties shall each procure that a senior authorised representative, without a position in the other party and not involved in relation to the relevant issue under Clause 21.1, shall, as an urgent matter, engage in further discussion and negotiation to seek to resolve the matter.
- 21.3. Any such issue not resolved under Clause 21.2 may lead to either party issuing a further formal Written notice of a referral to the Centre for Dispute Resolution (www.cedr.com) for resolution in accordance with its standard applicable mediation procedure. Any cost of such referral shall be shared equally between the parties, subject to any contrary determination in the mediation process, or contrary Written agreement.

22. Notices

Any formal notice from one party to the other shall be sent by email, or delivered by hand, to, or for the attention of, the notified principal senior contact of the other party.

In witness authorised representatives have, on the Agreement Date, duly executed this Agreement below:

Signed for and on behalf of
Haringey London Borough Council
acting by:

Signature:

Name:

Position:

Signed
for and on behalf of:
Haringey Culture Collective
acting by:

Signature:

Name:

Position:

Schedule 1

Collaborative Support Services as at the Agreement Date

- 1. Financial Support**
- 2. Premises**
- 3. Project Intellectual Property**
- 4. Personnel**
- 5. Business, Financial, Management and Administration**
 - 5.1. Accounts
 - 5.2. Legal
 - 5.3. Procurement
 - 5.4. Secretarial
 - 5.5. Communications
 - 5.6. Recruitment, HR & Payroll
 - 5.7. IT, Website & Telephony
 - 5.8. Equipment
 - 5.9. Contract agency
- 6. Other**

Schedule 2

Outline Content for Specific Agreement

Specific Service Agreement ("SA") under London Borough of Culture 2027 Project Master Collaboration Agreement

Between:

- 1) ***the Council; and***
- 2) ***the Charity.***

Date of Collaboration Agreement:

Date of SA:

Subject to the Specific Provisions of this SA the Provisions of the Collaboration Agreement apply.

- 1. Supplier**
- 2. Recipient**
- 3. Purpose of SA**
- 4. SA Duration/Contract Period**
- 5. Review Date**
- 6. Type of Service**
- 7. Service Specification**
- 8. Supplier Personnel and Resource Allocation**
- 9. Recipient Support Requirements**

10. **Payment for Service**
11. **Payment arrangements**
12. **Supplier SA Liaison Officer**
13. **Recipient SA Liaison Office:**
14. **SA Contract Management Arrangements:**
15. **Data Protection Requirements**
16. **Required Records**
17. **Reporting Arrangements**
18. **Applicable Policies/Procedures**
19. **Applicable Regulation**
20. **Other Specific Terms and Conditions**

Signature:

On behalf of the Council

Name:

Position:

Signature:

On behalf of the Charity

Name:

Position:

Schedule 3

Definitions

“Agreement” - this collaboration agreement, as defined in Background Clause A;

“Agreement Date” - the date of the Agreement, as defined in Background Clause A;

“Board” - the governing board of the Charity, comprising the Trustees;

“Charity” - as defined in the Heading;

“Council” - as defined in the Heading;

“Councillor” - a councillor of the Council;

“Member” - the Council in its capacity as the sole company member of the Charity, as defined in Background Clause C;

“Project” – London Borough of Culture 2027 project, as defined in Background Clause A;

“Project Plan” - the strategic development and business plan for the Project, as progressively and collaboratively developed by the Charity and the Council;

“Project Steering Committee” - a potential joint committee for the collaborative discussion and planning of the Project, as it develops, as described in Clause 20;

“Specific Agreement” - a further agreement, under the general provisions of the Agreement providing detail in relation to particular Support Services, as defined in Clause 4.2;

“Support Services” - services provided by the Council to the Charity in support of the Project, under or in relation to the Agreement, as defined in Clause 4;

“Trustees” - charity trustees of the Charity, for Charity Law purposes, who are also the company directors of the Charity, for company law purposes, as referenced in Background Clause C;

“Writing/Written” - includes email, or other electronic forms of writing;

In Clause 13 the following defined terms are as defined under the Data Protection Act 2018: Data; Data Controller; Data Processor; Data Subject Access Request; Personal Data;