

**KNOWLEDGE QUARTER**

**CONSORTIUM AGREEMENT**

**CONTENTS**

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**CLAUSE**

1.	Interpretation.....	3
2.	Term.....	6
3.	Name of the Consortium.....	7
4.	Objects.....	7
5.	Members and addition of new members.....	7
6.	Lead Member.....	9
7.	The Board.....	10
8.	Project Manager.....	12
9.	Steering Group.....	13
10.	Subscription Fees.....	15
11.	Power to contract and assets.....	15
12.	Contingency Fund.....	16
13.	Lead member costs.....	16
14.	Bank Account/Bankers.....	16
15.	Warranties and Liability.....	17
16.	Restrictions on use of Consortium income.....	18
17.	Termination.....	18
18.	Intellectual Property rights.....	19
19.	Confidentiality and freedom of information:.....	20
20.	Data Protection.....	21
21.	General.....	23
22.	Dispute resolution.....	24
23.	Governing law and jurisdiction.....	25

**THIS CONSORTIUM AGREEMENT IS MADE BETWEEN EACH OF THE MEMBERS**

WHEREAS

- (A) The Members (as defined below) have agreed to collaborate for the purposes of creating a network of academic, scientific, cultural, and research institutions (geographically located in the Kings Cross London, St Pancras, Euston and Bloomsbury area) to support the knowledge economy, increase innovation and stimulate growth for the benefit of the local community and society at large.
- (B) To further the intention referred to in Recital (A) above, the parties have decided to form an unincorporated association on the terms and conditions set out in this Agreement.

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement	Means this consortium agreement and its schedules.
Application for Membership	The form as may be varied from time to time at Schedule 3
Area	The one mile radius area around Kings' Cross London
Background IPR	Means IPR (other than Foreground IPR) which (i) is owned, or otherwise controlled by a Member prior to the Commencement Date, or that is acquired, created or developed by, or on behalf, of a Member other than in performance of this Agreement and (ii) provided by a Member to the Consortium for the purposes of furthering the objects of the Consortium.
Board	Shall have the meaning ascribed to it in Clause 7.1

Budget	Shall have the meaning ascribed to it in Clause 7.6(b)
Commencement Date	Shall have the meaning ascribed to it in Clause 2.1
Consortium	The unincorporated association formed by the Members under this Agreement as may be varied from time to time.
Consortium Bank Account	Shall have the meaning ascribed to it in Clause 14.1
Data Controller	Shall have the meaning ascribed to it by the Data Protection Act 1998.
Data Protection Legislation	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Subject	Shall have the meaning ascribed to it by the Data Protection Act 1998.
Date of Cesser	The date on which a Member ceases for any reason to be a Member.
Foreground IPR	Means any IPR created by the Members for the exclusive purposes of furthering the objects of the Consortium as set out in this Agreement.

Initial Members	Shall have the meaning ascribed to it in clause 5.2
IPR	All patents, rights to inventions, utility models, copyright and related rights, trademarks, logos, service marks, domain names, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Lead Member	The British Library Board
Members	The Initial Members and New Members
Members of the Board	Means the Members who are selected to comprise the Board.
New Members	Any person who becomes a Member after the Commencement Date.
Outgoing Member	Any Member who resigns from the Consortium or is otherwise required to leave the Consortium.
Personal Data	Shall have the meaning ascribed to it by the Data Protection Act 1998.
Process	Shall have the meaning ascribed to it by the Data Protection Act 1998 but, for the purposes of this Agreement, it shall include both manual and automatic processing.
Project Manager	An individual recruited by the Lead Member to carry out the duties described in Clause 8.1

Subscription Fees	Shall have the meaning ascribed to it in Clause 10
Term	Shall have the meaning ascribed to it in Clause 2.2

**2. TERM**

- 2.1 The Consortium shall take effect on the date of the Consortium’s first Board meeting (the “**Commencement Date**”).
- 2.2 Unless terminated at an earlier date, the Consortium will continue in existence for a period of two (2) years from the Commencement Date (the “**Term**”).
- 2.3 No later than 3 months before the expiry of the Term, the Lead Member shall notify the other Members in writing that the Consortium is either due for extension or termination. The Lead Member shall ask each Member to confirm, within 30 days of being requested to do so by the Lead Member, whether or not they wish to continue as a member of the Consortium following expiry of the Term. Should any Member answer:-
- (a) in the negative, then that Member shall be deemed to have given notice that they will be an Outgoing Member on expiry of the Term; or
  - (b) in the affirmative, then each Member shall inform the Project Manager of its views on (i) a suitable extension of the duration of the Consortium and (ii) changing the constitutional structure of the Consortium into an incorporated association.
- 2.4 The Board will meet (no later than 1 month prior to expiry of the Term) to discuss the views received from Members pursuant to Clause 2.3 and a final decision will be made by Members of the Board (excepting Outgoing Members) on a 75% majority vote on whether the Consortium is to continue beyond the Term or be terminated pursuant to Clause 17. If a resolution is passed to continue the Consortium beyond the Term, the Members of the Board (excepting Outgoing Members) will on a majority vote decide if continuance of the Consortium is to take effect by *either* (i) incorporating the Consortium into an incorporated association *or* (ii) keeping the Consortium as an un-incorporated entity under governance of a *new* Consortium agreement, which shall supersede this Agreement.

**3. NAME OF THE CONSORTIUM**

- 3.1 The activities of the Consortium shall be carried on under the name of “Knowledge Quarter” or “KQ”.

**4. OBJECTS**

- 4.1 The objects of the Consortium are to enable the Members to:
- (a) Create a brand that will become synonymous with the Area;
  - (b) Increase the Area’s profile through advocacy and stakeholder engagement;
  - (c) Highlight the Area’s economic contributions;
  - (d) Facilitate knowledge exchange and identify opportunities for collaboration and efficiencies;
  - (e) Identify and support work in the local environment and infrastructure projects;
  - (f) Increase local community access to joint resources and collections of Member organisations;
  - (g) Organise and support joint marketing and events as required which support the Consortium and Members.
- 4.2 In furtherance of the objects of the Consortium, the Members agree that they will take reasonable steps to act in the best interests of the Consortium where this does not conflict with the interests of that Member.
- 4.3 For the avoidance of doubt the Consortium will be a **not-for-profit** association.

**5. MEMBERS AND ADDITION OF NEW MEMBERS**

- 5.1 Unless an Application for Membership is rejected by the Lead Member and/or the Board, Members shall be deemed bound to the provisions of this Agreement from the date on which they sign the Application for Membership.
- 5.2 The Initial Members shall be the original signatories of this Agreement and those organisations who have executed the Application for Membership and paid their Subscription Fees prior to the first meeting of the Board.
- 5.3 New Members: New Members of the Consortium may be admitted at any time during the Term. Membership shall be open to organisations that are (i) actively engaged in the advancement and dissemination of knowledge and (ii) located within the Area. Organisations must apply for membership by completing the Application for Membership and submitting it to the Project Manager with the appropriate Subscription Fees.

## KQ Consortium Agreement Final

- 5.4 Subject to clause 5.5, New Members shall be admitted to the Consortium from the date on which a signed Application for Membership and the requisite Subscription Fees are received by the Lead Member.
- 5.5 If for any reason a New Member's Application for Membership is not accepted by the Board, the party applying shall be informed of this decision by the Lead Member, and their Subscription Fees shall be returned.
- 5.6 Members may resign their membership of the Consortium at any time during the Term having given the Board no less than 3 months written notice of their intention to resign. Any Member who serves notice of an intention to resign from the Consortium under this Clause 5.6, hereby agrees to:
- (a) Withdraw in such a way that it will not unreasonably undermine (i) the status, viability or feasibility of any activities being reasonably pursued or planned by the Consortium at that time (ii) the reputation of the Consortium (iii) the furtherance of the Consortium's objects; and
  - (b) Notwithstanding any other provisions in this Agreement, use its reasonable endeavours to fulfil its obligations for the duration of the notice period, assist the Consortium, and provide such funds as may be required to enable the continuing Members to fulfil commitments made by the resigning Member (in advance of its resignation, and in writing) that are outstanding as of the date of its resignation.
- 5.7 The Members hereby acknowledge and agree that any Subscription Fees paid by them shall not be refundable on their resignation or exit from the Consortium.
- 5.8 The membership of any Member may be terminated immediately (i) by written notice **and** (ii) on the passing of a resolution at a meeting of the Board by a simple majority decision at that meeting if: The Member being removed is in material breach of this Agreement and, if such breach is remediable, fails to remedy that breach within 30 days (or such other period as may be agreed with the Board) of being notified of the breach by the Consortium.
- The Member which is to be the subject of a resolution to remove it from membership shall be permitted to make reasonable representations to the Board (against its removal) prior to any resolutions confirming removal being passed by the Board.
- 5.9 In the event of a Member being expelled under Clause 5.8 of this Agreement, that Outgoing Member shall, notwithstanding any other provisions in this Agreement, within 14 days from the Date of Cesser (or within such other timescales as may be agreed by the Board) comply with any commitments it has made to the Consortium for the year in which it exits the Consortium, that remain outstanding on or before its Date of Cesser.



- 5.10 The membership of any Member may be terminated by written notice and a majority vote by the Board if (a) a resolution is passed or an order is made for the winding up of that Member; or (b) the Member becomes subject to an administration order, or a receiver of administrative receiver is appointed over any of its property or assets; or (c) it is insolvent or would be taken to be insolvent under Section 123 of the Insolvency Act 1986, or (d) the Member is dissolved. And where the decision of the Board is to terminate the membership of that Member, the membership shall be deemed to have been terminated automatically on the occurrence of any of the events set out in this Clause 5.10.
- 5.11 An Outgoing Member shall remain fully subject to and bound by terms of this Agreement in relation to any rights accrued or to any obligations or liabilities incurred by it prior to the Date of Cesser except as may be otherwise agreed with the Board.

## **6. LEAD MEMBER**

- 6.1 Throughout the Term, the Members acknowledge and agree that the British Library shall be the Lead Member.
- 6.2 The Lead Member shall:
- (a) If agreeable to doing so, provide certain administrative services as may be reasonably required by the Consortium as set out in a services agreement to be agreed between the Board and the Lead Member;
  - (b) in any matter requiring legal personality, act on behalf of the Consortium itself and on behalf of the other Members, including (**subject to Clause 11.2**) the entering into of all contracts, agreements and arrangements necessary for the operation and functioning of the Consortium which the Lead Member shall do in its own name on behalf of the Consortium (and in accordance with the delegated authority conferred to the Lead Member in Clause 11.1);
  - (c) be the legal holder of all property belonging to the Consortium for and on behalf of the Consortium and each of its Members in proportions equivalent to Subscription Fees paid by Members;
  - (d) employ the Project Manager (subject to agreement by the Board); and
  - (e) appoint the Board.
- 6.3 Nothing in this Agreement shall oblige the Lead Member or any of the Members to undertake any act or omission (i) which would be illegal, or (ii) which shall cause it to breach its own constitutional polices, documentation or regulation.

- 6.4 The Lead Member retains the right to:  
Charge the Consortium for the services referred to in Clause 6.2(a) provided that (i) the costs of these services have been previously approved by the Board in the Budget, and (ii) all charges are reasonable.

## 7. THE BOARD

- 7.1 Structure of the Board: The board of the Consortium shall comprise a maximum of 9 organisations comprising (i) the Lead Member, and (ii) 8 other organisations chosen from the Initial Members by the Lead Member as set out in Clause 7.2 (the "**Board**").

- 7.2 If able to do so, given the organisational nature of the Initial Members, the Lead Member shall select the Board from the Initial Members as follows:

- (a) 1 Initial Member;
- (b) 1 representative from Camden Council;
- (c) 1 representative from a company with fewer than 50 employees;
- (d) 2 representatives from organisations with a research focus;
- (e) 2 organisations from the STM sector; and
- (f) 1 representative from the commercial sector.

- 7.3 Subject to earlier termination under clause 7.4, each Member of the Board shall hold office for the Term.

- 7.4 Resignation/Termination of membership to the Board: Prior to expiry of the Term a Member of the Board shall cease to hold office if:

- (a) they resign on 3 months written notice to the Board;
- (b) they are absent from three consecutive meetings of the Board and are asked to resign by the Board;
- (c) their membership is terminated under Clause 5.8 or 5.10; and/or
- (d) they are removed from membership of the Consortium and/or the Board for any other reason where the Board have deemed it fit to pass a resolution to that effect.

- 7.5 Appointment of Replacement Members of the Board: Should a place on the Board fall vacant during the Term due to resignation or termination of a Member of the Board before expiration of its term of office, the remaining Members of the Board may find a replacement by (i) inviting the Members to apply for office and (ii)

electing (from the applications received) on a majority of the votes cast by Members of the Board, a suitable candidate to take office.

7.6 Responsibilities of the Board: The Board shall be responsible for the overall staffing, management and financial management of the Consortium (including but not limited to):

- (a) annually reviewing the terms of this Agreement;
- (b) agreeing the amount, utilisation and management of the Consortium's annual budget ("**Budget**");
- (c) agreeing the Consortium's priorities for the year;
- (d) agreeing staffing arrangements for the Consortium's work;
- (e) allocating the Consortium's work between Members;
- (f) reviewing and confirming policy, strategies, projects, bids and initiatives to progress the objects of the Consortium as proposed by the Steering Group.
- (g) reviewing and agreeing the service level agreement referred to in Clause **Error! Reference source not found.**; and
- (h) appointment of a Project Manager, who shall not be the same person as the Chair of the Steering Committee.

7.7 Board Meetings:

- (a) **Chair of Meetings**: Board meetings will be chaired by the Lead Member. If the Lead Member is not available for a meeting, a representative of one of the other Members of the Board shall be elected in the meeting to chair that meeting (the "**Deputising Chair**") and all references to the "Chair" in this Clause 7 shall apply equally to a Deputising Chair if so appointed.
- (b) **Number of Meetings**: The Board must meet at least three times a year and each meeting, if reasonably practicable, shall be within one month of a meeting of the Steering Group.
- (c) **Quorum**: No business shall be transacted at any meeting of the Board unless the quorum is present. A meeting of the Board shall be quorate when (i) (unless otherwise agreed by the Board on a 75% majority vote) at least six representatives of Members of the Board are present at the meeting.
- (d) **Notice of Meetings**: All representatives of Members of the Board shall receive at least 10 clear working days' notice of each Board meeting and the associated papers and agenda for that meeting, except:
  - (i) Where all Members of the Board have agreed in writing to consent to shorter notice;
  - (ii) In respect of urgent business, as long as the Chair so directs, the Board shall receive written notice of a meeting of less than ten clear days-notice; and

- (iii) Notwithstanding the above, in respect of any meeting at which resolutions requiring unanimous approval or a minimum of 75% of the votes (a "**Special Majority**") is required.
  - (e) **Meeting Minutes:** Minutes shall be taken of all meetings of the Board and shall be circulated to all Members and approved at a subsequent Board meeting (prior to which all Members shall have had a reasonable opportunity to comment thereon) at which time they shall be signed by the chair.
  - (f) **Voting:** Save as otherwise provided in this Agreement, decisions of the Board shall be by simple majority with the Chair having a casting vote.
  - (g) **Written Resolutions:** A resolution in writing signed by or on behalf of all the Members of the Board shall be as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such proposed resolution shall be circulated to Members who shall have a reasonable opportunity to comment on it prior to its adoption. The resolution may be contained in one document or several documents, each stating the terms of the resolution and signed by or on behalf of one or more of the Members of the Board.
- 7.8 Conflicts of Interest: All Members agree to make all reasonable efforts to identify a possible conflict of interest with Consortium interests. Where a Member considers that a possible conflict of interest in any matter may arise, a declaration of that conflict of interest must be made to the Board at the earliest possible opportunity and the Members of the Board shall decide whether there is conflict of interest. Where a conflict is deemed to exist, the other members of the Board shall consider whether in the circumstances the potentially conflicted Member of the Board may remain in the meeting and/or participate in the discussion, or vote on the issue in question.

## 8. PROJECT MANAGER

- 8.1 The Project Manager shall, in consultation with the Steering Group and Board, (i) undertake the general day-to-day management and running of the Consortium (ii) develop initiatives and strategies (iii) progress the objects of the Consortium through the development of key performance indicators (iv) act as secretary to the Board and (v) implement the policies and strategies of the Consortium as approved by the Board.
- 8.2 It is hereby acknowledged that the Project Manager will (i) be employed by the Lead Member (ii) be located at offices supplied by the Lead Member (iii) be funded by the Lead Member and/or the Consortium and (iv) report to the Board.

- 8.3 The Project Manger's salary shall be paid from the Consortium's Budget. If funds are not available from the Budget to cover this cost, the Lead Member shall use all reasonable endeavours to cover the Project Manager's salary.

**9. STEERING GROUP**

- 9.1 The Steering Group shall comprise:-
- (a) the Project Manager;
  - (b) 1 representative from each of the Members;
  - (c) Any other staff employed by the Consortium whom the Project Manager may deem as being a valuable contribution to the Steering Group.

(together the "**Steering Group Members**")

- 9.2 Every Member shall be entitled to nominate one representative from its organisation to join the Steering Group. In the event that a Member's representative is unable to attend a Steering Group Meeting; that Member may appoint by notice in writing to the Project Manager, another person to act as their alternate. Any alternate shall be entitled to vote at any meeting of the Steering Group.
- 9.3 Notwithstanding anything else in this Agreement, for such time as it remains a Member, each Member shall have the sole right to appoint, remove or replace its Steering Group representatives (or their alternate).
- 9.4 A person shall immediately cease to be a Steering Group Member at such times as the Member appointing him/her becomes an Outgoing Member for whatever reason.
- 9.5 The Steering Group will hold at least 3 meetings in each year.
- 9.6 The role of the Steering Group Members will be to manage and oversee the day-to-day workings of the Consortium including the development of policy, strategies, projects, agreement and initiatives to progress the objects of the Consortium for approval by the Board.
- 9.7 The Steering Group Members shall have the authority to agree all marketing materials for the Consortium without escalation to the Board for final approval. All Members (i) shall be provided with a copy of any proposed marketing material before it is agreed by the Steering Group and (ii) shall be entitled to veto the use of its name or logo on any such material.
- 9.8 Steering Group Meetings:

- (a) **Steering Group Chair of Meetings:** Steering Group meetings will be chaired by a person elected as a chairman in the first Steering Group meeting held by the Consortium. If the elected Chair is not available for a meeting a representative of one of the other members of the Steering Group shall be elected in the meeting to chair that meeting (the “**Deputising Steering Group Chair**”) and all references to the “Steering Group Chair” in this Clause 9 shall apply equally to a Deputising Steering Group Chair if so appointed.
  - (b) **Quorum:** No business shall be transacted at any meeting of the Steering Group unless the quorum is present. Unless otherwise agreed by the Steering Group (on a 75% majority vote), a meeting of the Steering Group shall be quorate when at least six representatives of the Members with a place on the Steering Group are present at the meeting.
  - (c) **Notice of Meetings:** All representatives of the Steering Group shall receive at least 10 clear working days’ notice of each Steering Group meeting and the associated papers and agenda for that meeting, except:
    - (i) Where all members of the Steering Group have agreed in writing to consent to shorter notice;
    - (ii) In respect of urgent business, as long as the Steering Group Chair so directs, the Steering Group shall receive written notice of a meeting of less than ten clear days-notice; and
    - (iii) Notwithstanding the above, in respect of any meeting at which resolutions requiring unanimous approval or a minimum of 75% of the votes (a “**Special Majority**”) is required.
  - (d) **Meeting Minutes:** Minutes shall be taken of all meetings of the Steering Group and shall be circulated to all members of the Steering Group and approved at a following meeting at which time they shall be signed by the Steering Group Chair.
  - (e) **Voting:** Save as otherwise provided in this Agreement, decisions of the Steering Group Members shall be by simple majority with the Steering Group Chair having a casting vote.
  - (f) **Written Resolutions:** A resolution in writing signed by or on behalf of all the Steering Group Members shall be as valid and effective as if it had been passed at a meeting of the Steering Group duly convened and held. The resolution may be contained in one document or several documents each stating the terms of the resolution and signed by or on behalf of one or more of the Steering Group Members
- 9.9 Conflicts of Interest: Where a Steering Group Member considers that a possible conflict of interest could arise in a matter, a declaration of that interest must be made. The other Members of the Steering Group present in the meeting in which the declaration of interest is made, shall decide whether there is a conflict of interest and whether in the circumstances the potentially conflicted Member of the Steering

Group may remain in the meeting and/or participate in the discussion of, or vote on the issue in question.

## 10. SUBSCRIPTION FEES

- 10.1 Members shall make payment of an annual membership fee pursuant to the fee structure set out in Schedule 1 (the "**Subscription Fees**"). Subscription Fees are determined on a tiered system based on the size of the Member organisation. Subscription Fees shall not be payable on a pro-rata basis.
- 10.2 **Initial Members:** Each of the Initial Members shall pay their Subscription Fees when they submit their Application for Membership ("**Initial Member First Payment**"). Thereafter, Subscription Fees shall be paid on or before the anniversary date of the Initial Member's First Payment Date.
- 10.3 **New Members:** Each Member admitted to the Consortium pursuant to the procedure set out in this Agreement shall pay their Subscription Fees when they submit their Application of Membership ("**New Member First Payment Date**") and thereafter on or before each anniversary date of the New Member First Payment Date.

## 11. POWER TO CONTRACT AND ASSETS

- 11.1 Each of the Members hereby authorises the Lead Member, for the Term, to enter into, in the name of the Lead Member, any and all contracts required for the furtherance of the Consortium's objects for and on behalf of the Lead Member and the other Members.
- 11.2 In acknowledgement of the Lead Member agreeing (if deemed appropriate pursuant to the terms of this Agreement) to be solely responsible for any liabilities that accrue under any contractual transactions it enters into on behalf of the Consortium pursuant to Clauses 6.2 (b) and 11.1, the Members hereby agree that the final decision as to whether the Lead Member enters into a contract in its own name and on behalf of the Consortium will be at the Lead Member's sole discretion.
- 11.3 Each of the Members hereby acknowledge and agree that:
- (a) the Consortium's income shall be vested in and held by the Lead Member on trust for and on behalf of all of the Members in the Consortium Bank Account. The Lead Member shall deal with such property in accordance with the decisions made by the Board; and
  - (b) all of the Lead Member's assets and property used or provided to the Consortium in the performance of its obligations under this Agreement shall be vested in and owned by the Lead Member.

- 11.4 Save on termination of the Consortium, an Outgoing Member shall waive and hereby does waive its rights, title and interest in the assets and property of the Consortium, which shall automatically transfer to the continuing Members on the Date of Cesser of the Outgoing Member, and the Outgoing Member shall not assert any right, title or interest in such assets and property.

## 12. CONTINGENCY FUND

- 12.1 The Board retains a right to agree and establish a contingency fund for the Consortium (the "**Contingency Fund**") to cover the costs of the Consortium. The Contingency Fund shall be separate to the Budget and shall comprise of a percentage of funds taken from the Budget as determined by the Board.

## 13. LEAD MEMBER COSTS

- 13.1 *During the Term*, The Lead Member shall be entitled to be reimbursed by the Consortium from the Budget and/or the Contingency Fund for its:
- (a) reasonable costs of supplying any administrative services to the Consortium;
  - (b) staffing costs of the Consortium that are incurred by the Lead Partner; and/or
  - (c) contractual costs or liabilities incurred for the sole benefit of the Consortium.
- 13.2 *In the event of termination of the Consortium*, the Lead Member shall be entitled to be reimbursed by the Consortium from the Budget and/or the Contingency Fund for
- (a) reasonable costs of supplying the administrative services to the Consortium;
  - (b) staffing costs of the Consortium that are incurred by the Lead Partner;
  - (c) redundancy payments; and/or
  - (d) contractual costs or liabilities incurred for the sole benefit of the Consortium.
- 13.3 Should the amounts within the Budget and/or the Contingency Fund (as applicable) not be sufficient to cover the costs set out in clause 13.1 and 13.2, the Lead Partner shall meet these costs from its own resources.

## 14. BANK ACCOUNT/BANKERS

- 14.1 Bank Account: The Lead Member shall establish a separate bank account (the "**Consortium Bank Account**") on behalf of the Consortium and over\_see the day to day management of the Consortium Bank Account.
- 14.2 Signatories: The Project Manager is hereby delegated authority by the Board to sign cheques on behalf of the Consortium to the value of £5,000. Any cheques above



£5000 and to the value of £10,000 will require the signature of either the Chief Executive of the Lead Member or the Director of Audiences of the Lead Member. Any cheques exceeding the value of £10,000 will require the signature of either the Chief Executive of the Lead Member or the Director of Audiences of the Lead Member, **and** a countersignature of another member of the Board.

- 14.3 Books of Account: Books of account or records of all moneys belonging to the Consortium and all expenditure relating to the Consortium's expenditure shall be kept by the Lead Member for and on behalf of all the Members, and such accounting records shall be open for inspection, during office hours by the Board and the Steering Group (on approval by the Board). The books of account, and all other contracts and papers relating to the Consortium shall be kept at the offices of the Lead Member or such other place as may be determined by the Board.

## 15. LIABILITY

- 15.1 Liability for the costs described in Clause 13, will be as set out in Clause 13.
- 15.2 Other than for the liabilities referred to in Clauses 15.1 and 15.5, the Members shall be responsible on an equitable and joint basis for all other costs and liabilities of the Consortium.
- 15.3 Unless otherwise stated in this Agreement and/or otherwise agreed between Members, each Member's liability under this Agreement shall be limited to the total amount of Subscription Fees paid by that Member as of the date on which the liability accrued.
- 15.4 Subject to Clauses 15.2 and 15.6, Members shall not be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for: loss of profits, loss of business, depletion of goodwill, or any special, indirect, consequential or pure economic loss.
- 15.5 The Members shall **not** be responsible on a joint basis for any liability of the Consortium that arises from **(i)** other than as permitted in this Agreement, any of the Members entering into legally binding obligations on behalf on the other Members without due consent and approval by the Board and/or **(ii)** the fraudulent or negligent conduct of any of the Members. Such costs and liability shall be the sole responsibility of the Member that incurs such liability, and that Member shall indemnify any of the other Members that suffer any loss as a consequence of a Member undertaking the activities referred to in this Clause 15.5. The indemnity referred to in this Clause 15.5 shall not be subject to the liability caps referred to in this Agreement.

- 15.6 Nothing in this Agreement limits or excludes any Member's liability for death, fraud, deceit, personal injury or any other liability that cannot be excluded by applicable law.
- 15.7 Except as provided in this Agreement, all representations, conditions and warranties whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.
- 15.8 Notwithstanding cessation of membership for any reason whatsoever, each Member shall remain liable for all costs and liabilities due and payable by it in respect of the period up to and including the date on which it ceased to be a Member. If such liabilities exceed the Subscription Fees paid in the year in which membership ceases, the liability cap referred to in this Agreement shall not apply; and the Member shall be liable for the full amount of any costs or liabilities it has incurred up to and including the date on which it ceased to be a Member.

**16. RESTRICTIONS ON USE OF CONSORTIUM INCOME**

- 16.1 Each of the Members undertakes that, unless otherwise unanimously agreed in writing by the Board, it shall not:
- (a) At any time enter into contracts or any legally binding arrangements as an agent of the Consortium or any of the other Members;
  - (b) Employ any of the money or effects of the Consortium or of any Member, or pledge the credit thereof;
  - (c) Give any security or undertaking for the payment of money of the Consortium or any Member;
  - (d) At any time following the Date of Cesser represent itself as being in any way connected with or interested in the activities of the Consortium; and/or
  - (e) Unless otherwise agreed with the Board, after the Date of Cesser use any name incorporating the Consortium's name/s or any name/s that are similar or the names of the Members. .

Save that the Lead Member will be entitled to take such steps under (a), (b), and (c) so as to enable it to fulfil its duties as Lead Member under this Agreement.

**17. TERMINATION**

- 17.1 The Consortium and this Agreement shall be terminated as soon as reasonably practicable following:
- (a) a special resolution passed by the Board on a 75% majority vote at any time during the Term; or
  - (b) A resolution by the Board as set out in Clause 2.4.

- 17.2 On termination of the Consortium, (unless otherwise provided for in this Agreement) all debts of the Consortium shall be settled through application of the Budget and/or the Contingency Fund.
- 17.3 If the Budget and/or the Contingency Fund are insufficient in meeting the Consortium's liabilities on termination, the Members shall (unless stated otherwise in this Agreement and/or agreed otherwise by Members) be required to fund any such deficit by making a payment which shall be a percentage of the Subscription Fees paid to the Consortium (but shall not exceed the total amount of Subscription Fees paid for membership to the Consortium). The percentage sums payable shall be agreed by the Board in consultation with the Steering Group.
- 17.4 On termination of the Consortium and on settling the Consortium's debts and liabilities, any surplus income shall be distributed to the Members by the Lead Member as a percentage apportionment of the Subscription Fees paid by a Member as agreed by the Board.
- 17.5 On Termination of the Consortium, the Lead Members shall have priority to utilise the Budget and/or Contingency Fund as may be required to meet its costs as set out in Clause 13. Once these costs have been met, the balance of the Budget and Contingency Fund shall be utilised to cover any other liabilities of the Consortium as set out in Clause 17.3.
- 17.6 The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly intended to survive termination, including clauses (5.7, 5.10, 5.11, 11.3, 13, 15, 17.2, 17.3, 17.4, 17.6, 18.1, 18.5, 19, 20, 21.2, 21.6, 21.6, 21.9, 21.11, 21.12, 21.13, 21.14, 22, and 23) shall not be affected or prejudiced, and remain in full force and effect after termination or expiry of the Consortium and this Agreement.

## **18. INTELLECTUAL PROPERTY RIGHTS**

- 18.1 Background IPR shall at all times remain with the Member to whom the Background IPR belonged prior to the Commencement Date.
- 18.2 Each of the Members hereby grants the other Members, for the Term, a non-exclusive, royalty free, revocable, non-transferable, license to use its Background IPR for the purposes of furthering the objects of the Consortium, subject to any express restrictions or branding guidelines provided by such Member.
- 18.3 Any license granted under Clause 18.2 to a Member by another Member shall immediately terminate on an Outgoing Member's Date of Cesser.

18.4 Any Foreground IPR:

- (a) developed jointly by the Members shall be vested in the Lead Member. The Lead Member hereby grants each of the other Members a non-exclusive, royalty free, revocable, license to use, for the Term, any jointly developed Foreground IPR for the purposes of furthering the objects of the Consortium. Any license granted to a Member under this Clause 18 (a) shall immediately terminate on that Member's Date of Cesser.
- (b) developed exclusively by a Member through use of the Consortium's funds shall be vested in the Lead Member. The Lead Member hereby grants each of the other Members a non-exclusive, royalty free, revocable, license to use, for the Term, such Foreground IPR for the purposes of furthering the objects of the Consortium. Any license granted to a Member under this Clause 18 (b) shall immediately terminate on that Member's Date of Cesser.
- (c) If developed exclusively by a Member at its own costs, shall be owned by the Member responsible for creating that Foreground IP, and that Member hereby grants each of the other Members a non-exclusive, royalty free, revocable, license to use, for the Term, such Foreground IPR for the purposes of furthering the objects of the Consortium. Any license granted to a Member under this Clause 18.4 (c) shall immediately terminate on that Member's Date of Cesser.

18.5 On termination of the Consortium, the Foreground IPR referred to in:

- (a) Clauses 18.4(a) and 18.4(b) shall remain vested in the Lead Member, who hereby grants to each of the other Members, who remain as Members immediately prior to the date of termination (and are not Outgoing Members pursuant to Clause 2.3(a), a non-exclusive, royalty free license to use such Foreground IPR for a period of 10 years, which can be extended as may be agreed between the relevant parties; and
- (b) Clause 18.4(c) shall remain vested in the Member who created that Foreground IP, who hereby grants to each of the other Members who remain as Members immediately prior to the date of termination (and are not Outgoing Members pursuant to Clause 2.3(a), a non-exclusive, royalty free license to use such Foreground IPR for a period of 10 years, which can be extended as may be agreed between the relevant parties.

**19. CONFIDENTIALITY AND FREEDOM OF INFORMATION:**

- 19.1 Subject to Clauses 19.2 and 19.5, Each Member shall keep confidential all Confidential Information. "Confidential Information " is technical knowledge and other information of any kind about the parties' operations, technology, products, concepts, models, designs, processes, systems, or design documents; information of any kind about the parties' business, plans, intentions, market opportunities, customers, clients, suppliers and staff; and any information or analysis derived from

the items listed above disclosed by a Member to any other Member pursuant to this Agreement..

19.2 The obligations of confidentiality set out in clause 19.1 shall not apply to any information which:

- (a) A Member is required to disclose by law, court order or any governmental or regulatory authority;
- (b) Is publicly available or becomes publicly available through no act or omission of that Member; or
- (c) is already known to and in the possession of the receiving Member on a non-confidential basis before disclosure by a disclosing Member.

19.3 Each Member shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses the other Party's Confidential Information shall comply with Clause 19.1.

19.4 No Member shall use the other Members' Confidential Information for any purpose other than to perform its obligations as required by the Consortium during the Term.

19.5 Freedom of Information:

Each Member acknowledges that another Member (if a public sector organisation) may be subject to the requirements of the Freedom of Information Act 2000 ("**FOI Member**") and shall provide all necessary assistance as may be reasonably required by a FOI Member to enable the FOI Member to comply with the Freedom of Information Act 2000 (the "Act"). Each Member agrees to provide any such assistance to the FOI Member within five (5) working days of any request made by the FOI Member under this Clause 19.5. Whilst the FOI Member, if reasonably practicable to do so, shall endeavour to consult with the other Members should disclosure of information relating to this Agreement and/or the Consortium be requested under the provisions of the Act, each Member acknowledges that the FOI Member shall be responsible for determining, at its absolute discretion, the scope of any information to be disclosed and whether any exemption should apply, and each Member agrees to comply with any such decisions taken by the FOI Member.

## **20. DATA PROTECTION**

20.1 The Lead Member shall handle Personal Data in accordance with the Data Protection Legislations and its internal policies.

- 20.2 For the avoidance of doubt, disclosure of any Personal Data to the Consortium by a Member will be at that Member's sole discretion.
- 20.3 Where Members receive Personal Data from the Lead Member for the purposes of fulfilling their obligations under this Agreement or furtherance of the Consortium's objectives. Each Member shall:
- (a) Process the Personal Data pursuant to Data Protection Legislation;
  - (b) Process the Personal Data only to the extent, and in such manner necessary for the fulfilling their obligations under this Agreement, furtherance of the Consortium's objectives, or as is required by law or any regulatory body;
  - (c) Ensure that it has in place appropriate measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data);
  - (d) Obtain prior written consent from the Lead Partner before transferring the Personal Data to a third party;
  - (e) Notify the Lead Partner (within 5 working days) if it receives (i) a request from a Data Subject to have access to that person's Personal Data or (ii) a request or complaint relating to the Lead Partner's obligations under the Data Protection Legislation;
  - (f) Provide the Lead Member with full co-operation and assistance in relation to any request or complaint made including by (i) providing the Lead Partner with full details of the complaint or request (ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and pursuant to the Lead Member's instructions (iii) providing the Lead Member with any Personal Data it holds in relation to the Data Subject (within the timescales required by the Lead Member) and (iv) providing the Lead Member with any other information requested by the Lead Member; and/or
  - (g) Not process Personal Data outside the European Economic Area without the prior written consent of the Lead Member, and where the Lead Member consents to a transfer, to comply with (i) the obligations of Data Controller under the Eight Data Protection principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred and (ii) any reasonable instructions given to it by the Lead Member.

**21. GENERAL**

- 21.1 Good Faith: Each Member shall (i) at all times in its dealings with the other Members act in good faith (ii) conduct itself in a proper and responsible manner and use its reasonable skills and endeavours to promote the activities of the Consortium.
- 21.2 Agency/Partnership:
- (a) Nothing in this Agreement is intended to, or shall be deemed to establish any partnership, joint venture, contract of employment, or the relationship of principle and agent (as defined by law or under related regulations) between any of the Members.
  - (b) Except as provided for herein in respect of the Lead Member, nothing in this Agreement is intended to authorise any Member to enter into any binding commitment, contract or obligation on behalf of any other Member without their prior written consent.
- 21.3 Publicity: None of the Members shall make or authorise the making of any press release without the consent of the Board. All Members shall have the right to give or withhold consent (which shall not be withheld unreasonably) for making a press release that mentions their name, brand, or trademarks.
- 21.4 Variation: Subject to Clause 21.5, variation of this Agreement shall not be valid unless it is in writing and agreed by the Board in consultation with the Steering Group.
- 21.5 Notwithstanding Clause 21.4, variation of the terms in this Agreement relating to (i) Liability (ii) Term; and (iii) Members' rights to exit the Consortium, shall not be valid unless it is in writing, and agreed by the consent of a 75% majority vote of all Members.
- 21.6 Waiver: A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 21.7 Severance: If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be

deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

- 21.8 Entire agreement: This Agreement and any documents referred to in it constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
- 21.9 Assignment: None of the Members shall assign or transfer, any of its rights or obligations under this Agreement or its membership of the Consortium without the prior written consent of the Board.
- 21.10 Counterparts: This Agreement may be executed in one or more counterparts.
- 21.11 Applicable Laws: Each of the Members shall at all times use their reasonable endeavours to ensure that the Consortium operates in accordance with all applicable and relevant laws.
- 21.12 Rights of third parties: A person who is not a party to this Agreement shall not have any rights under or in connection with it and the relevant provisions of the contract (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.
- 21.13 Notices: Any notice or document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by pre-paid recorded delivery or registered post or by facsimile or other electronic media to a party at the address or facsimile number for such party as may from time to time be designated.
- 21.14 Any notice shall be deemed to be received by the addressee two working days following the date of dispatch if the notice is sent by registered post or if delivered personally at the time of delivery. Any notices sent by fax or by other electronic media shall be deemed to have been received by the addressee at the time of transmission if subsequently confirmed by pre-paid recorded delivery or registered post dispatched the same day.
- 21.15 The Lead Member shall retain a record of all Members' contact details. It shall be the responsibility of each Member to ensure they supply the correct details to the Lead Member.

## **22. DISPUTE RESOLUTION**

- 22.1 The Members concerned in the dispute will attempt in good faith to resolve any dispute



or claim arising out of or relating to this Agreement promptly by negotiation.

22.2 If the Members concerned in the dispute cannot resolve the matter by negotiation it may be referred to the Board for consideration. If the Board so decides, it shall, in consultation with the relevant Members, refer the matter for mediation in accordance with Centre for Dispute Resolutions (CEDR) Model Mediation Procedures. To initiate mediation the Board shall, through the Project Manager (unless there is any conflict of interest), give notice in writing (an "ADR Notice") to the other Members involved in the dispute, requesting mediation. The mediation will start no later than 28 days after the date of the ADR notice. If the dispute has not been settled by mediation within 3 months from the date of the ADR the Members in dispute may then commence court proceedings.

**23. GOVERNING LAW AND JURISDICTION**

23.1 The Consortium and 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) shall be governed by, and construed in accordance with, the laws of England.

23.2 Subject to Clause 22, the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Schedule 1

Subscription Fees

<b>Organisation Size:</b>	<b>Annual Subscription Fee</b>
5,001-10,000 employees	£20,000
3,001-5,000 employees	£15,000
1,001-3,000 employees	£10,000
501-1000 employees	£8,000
101-500 employees	£2,000
11- 100 employees	£1,000
Under 10 employees	£500

Schedule 3 –

**Application for Membership**

**KNOWLEDGE QUARTER  
UNINCORPORATED ASSOCIATION  
Membership Information**

Knowledge Quarter (KQ) is a Consortium established to link recognised centres of excellence in science, research, academia, media and culture, enhancing opportunities for collaboration, networking and knowledge exchange.

**Becoming a Member**

Who can join?

Membership is open to any organisation within a 1 mile radius of King's Cross that actively engages in the advancement and dissemination of knowledge.

Benefits of Membership:

Membership of **KQ** will deliver all the benefits of increased recognition, greater collaboration and public engagement. It will give a strong voice and identity to the whole area, help drive traffic and provide a platform for Consortium with neighbouring institutions to share expertise, resources and facilities, benefiting organisations large and small and offering scope for innovation and growth.

**To Join KQ please complete this form and return it with your subscription fee (cheques payable to 'Knowledge Quarter') to:**

**Miki Lentin  
The British Library  
96 Euston Road  
London NW1 2DB**

**Telephone 020 7412 7112  
Email: [miki.lentin@bl.uk](mailto:miki.lentin@bl.uk)**

**Application for Membership**

**1. Membership Categories:**

<b>Organisation Size:</b>	<b>Annual Subscription Fee</b>	<b>Please indicate below the subscription required:</b>
5,001-10,000 employees	£20,000	
3,001-5,000 employees	£15,000	
1,001-3,000 employees	£10,000	
501-1000 employees	£8,000	
101-500 employees	£2,000	
11- 100 employees	£1,000	
Under 10 employees	£500	

**2. Applicant Details:**

This Application is made by:

Name of Organisation .....

(the "**Organisation**")

Address:

Town:

Post Code

DX No:

Telephone No:

Fax No:

Email:

**3. Payment Details:**

All payments by cheque made payable to: Knowledge Quarter.

Unless otherwise notified to the Organisation by the British Library, membership of the Knowledge Quarter shall be deemed effective from the date on which the British Library receives this Application and the appropriate Subscription Fee.

(1) I enclose on behalf of the Organisation a cheque in the sum of £.....

(2) Please send subscription renewal requests and other correspondence relating to the Organisation's membership to:

**Name:**

**Address:**

**Telephone/Email:**

**The Organisation** acting by itself, its directors, officers, employees or any of them, hereby confirms acceptance of the terms and conditions of the Knowledge Quarter Consortium Agreement.

Signed for and on behalf of **the Organisation** by:

Name:

Position:

Signature:

Date: