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**DATE:** .....

**DORSET COUNTY COUNCIL (1)**

**[COMMUNITY ORGANISATION] (2)**

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**AGREEMENT RELATING TO THE PROVISION OF  
Community Managed Library Services**

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**THIS AGREEMENT** is made the

day of

2012

**BETWEEN:**

- (1) **DORSET COUNTY COUNCIL** of County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ (“**DCC**”);
- (2) [**THE COMMUNITY ORGANISATION**] of xxx (“**the Organisation**”);

together “**the Parties**”.

**WHEREAS:**

- (A) Under the terms of the Libraries and Museums Act 1964 (“**the Act**”) DCC is a Library Authority with a statutory responsibility to provide “a comprehensive and efficient library service for all persons desiring to make use thereof”.
- (B) DCC intends to withdraw funding from 9 of its static libraries on or before 31 October 2012 or at such subsequent date as proves most practicable. Funding will be withdrawn from **xxxx** library on the date of this Agreement
- (C) The Organisation has expressed its wish to provide a Community Managed Library Service in **xxx** managed independently of but supported by .
- (D) DCC is willing to provide an agreed package of support (hereinafter known as “the Resources”) to the Organisation in order to facilitate the provision of a Community Managed Library Service in recognition of the benefit that the Community Managed Library Service will provide to the Community.
- (E) \*(Leasehold from DCC) [The Organisation has entered into a Lease with DCC dated **[insert date]** relating to the Premises [that is co-terminus with this Agreement].]  
\*(Freehold from DCC) [The Organisation has acquired the Freehold to the premises on **[insert date]**.]  
\*(Own leasehold or other arrangement)[DCC will arrange with its landlord for the termination of its lease of the Premises or other arrangement as appropriate as close as possible to the date on which DCC funding and support are withdrawn from **xxx**

library and it will be the responsibility of the Organisation to negotiate as necessary with the landlord for any new lease of the Premises or otherwise to find alternative premises for the library as appropriate.]

\* delete as appropriate

(F) The obligations of each of the Parties are set out in this Agreement .

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires, the following definitions will apply:

<b>“Agreement”</b>	means this Agreement (including any schedule or annexure to it);
<b>Allowable Charges</b>	The list of charges contained at Schedule 1;
<b>“Commencement Date”</b>	means the date of this Agreement;
<b>“Community”</b>	means the area of <b>[Insert name of community served here]</b> ;
<b>“Community Managed Library”</b>	means the library managed by the Organisation under the terms of this Agreement;
<b>Community Library Liaison Officer</b>	Means the officer and employee of DCC provided to the organisation in accordance with clause 4.1
<b>“Community Managed Library Service”</b>	means the provision of facilities to allow members of the public to borrow, or have reference, to books and other media sources and, where the Organisation has such resources, other printed matter, and through access to the reservation service to resources, sufficient in number, range and quality to meet the general requirements and any special requirements both of adults and children, and the provision of Public Access computers.
<b>“Agreement Period”</b>	Means the period that this Agreement remains in force including the Initial and any Renewed Term;
<b>“DCC Employee”</b>	means any employees of DCC who are assigned to services provided in connection with the library in <b>xxxx</b> as defined in clause 4.1 of this Agreement;

“Data Controller”, “Data Processor”, “Processing”, “Process” and “Personal Data”	will have the meaning given to them under the Data Protection Act 1998;
“Data Protection Legislation”	means the Data Protection Act 1998 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Subject”	means an individual who is the subject of Personal Data;
“DCC”	means Dorset County Council;
“Expiry Date”	means the date 4 years from the date of this Agreement;
“Financial year”	means the period from 1 April in any year to 31 March in the following year;
“Initial Term”	has the meaning given to it in clause 12.1;
“Inventory”	means the inventory forming Schedule 3 of this Agreement;
“Library Management System” (LMS)	means the Library Service’s computerised library catalogue and lending management system;
“Library Service”	means the Library Service operated by DCC;
“Nominated Representatives”	The Nominated Representatives of both Parties as identified in Clause 6;
“Notice”	includes any notice, demand, consent, invoice or other communication;
“Organisation”	Means the Community Organisation which is one of the Parties to this Agreement and which is legally competent to enter into the Agreement;
“Premises”	<b>[Insert address of community library here] ;</b>
“Resources”	means those supplies and services listed in the Schedule 2 and Inventory in Schedule 3 and such other supplies and services which the parties may mutually agree to be provided for the functions of the Community Managed Library;
“Renewed Term”	has the meaning given to it in clause 12.2;
“Stock Collection”	means the books provided by DCC for the Community Managed Library <b>[and any items added by the Organisation];</b>

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
  - (i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;
  - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
  - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- (c) a reference to:
  - (i) any party includes its successors in title and permitted assigns;
  - (ii) clauses and appendices is to clauses and appendices of this Agreement; and
  - (iii) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

the table of contents and all headings are for convenience only and will not affect the interpretation of this Agreement.

## **2 PROVISION OF RESOURCES**

### **2.1 DCC will:**

2.1.1 provide the Resources to the Organisation throughout the Period of this Agreement; and

2.1.2 by way of this Agreement grant a licence to the Organisation to make use of the Resources throughout the Period of this Agreement for the purposes of providing a Community Managed Library Service.

2.2 The Organisation agrees to exercise reasonable care in its use of the Resources and will return any of the Resources to the Council in the same condition as it received them subject to reasonable wear and tear, unless previously agreed in writing in respect of any approved community use.

### **3 PROVISION OF FUNDING**

- 3.1 DCC will grant a one-off sum of £2,000 to assist the Organisation in establishing a Community Managed Library.
- 3.2 The grant will be used by the Organisation solely towards financing the provision of the Community Managed Library and in accordance with this Agreement and under no circumstances is it to be used for any other purpose.
- 3.3 Without prejudice to DCC's other rights and remedies, the full amount of the grant released to the Organisation, or such lesser sum as DCC may require, will be repayable to DCC on demand if in the reasonable opinion of DCC, the Organisation fails to apply the grant or any part of it for the purpose for which it was made.

### **4. RESPONSIBILITIES OF DCC**

#### **Staffing**

- 4.1 DCC will contract with and manage such members of staff as it will decide, including but not limited to a Community Library Liaison Officer, to provide staffing support for service advice, support and training to all community managed libraries in Dorset.
- 4.2 Members of staff contracted by DCC will not act in a manner likely to bring into disrepute the Organisation nor in a manner contrary to the policies of the Community Managed Library.
- 4.3 A regular timetable for the Community Library Liaison Officer to attend Premises, or otherwise be available to the Community Managed Library will be agreed between DCC and the Organisation.
- 4.4 The costs of the Community Library Liaison Officer in respect of salary and other relevant costs will be met by DCC.
- 4.5 DCC will nominate one of its DCC officers to act as the first point of contact between DCC and the Organisation on all matters of strategy and policy.

#### **ICT Services and Equipment**

- 4.6 DCC will unless it is not practically possible due to events outside of DCC control continue and maintain at its own expense a link from the Community Managed Library into DCC's broadband network to facilitate use as appropriate by volunteers of the Community Managed Library and the Community Library

Liaison Officer of DCC's Library Service's computerised Library Management System and to provide public internet access.

- 4.7 Where a link into DCC's broadband network is provided as in clause 4.6, DCC will also supply computer equipment agreed with the Organisation to meet the needs of the Community Managed Library, such equipment to be supplied and maintained at the expense of DCC.
- 4.8 Computer equipment supplied by DCC under clause 4.7 above is for use by the Community Managed Library only for the computerised Library Management System, RFID self service and public access computers.
- 4.9 At the time of handover the number of public access computers will be no less than currently provided. DCC reserves the right to review the scale and shape of its public access computer network, based on use and society trends, in the medium to long term and any upgrades or changes to the provision of the public access computers as a consequence of the review will be discussed with the Organisation and implemented to the same standard as the DCC Library Service network.
- 4.10 Access to the internet via the public access computers will be provided by DCC with filtering software and anti-virus protection.
- 4.11 Self service equipment will also be provided for use by the Community Managed Library at the expense of DCC. This includes the self service unit and the RFID staff pad for use with the LMS.
- 4.12 DCC is currently conducting a review of its printer stock. Subject to and in compliance with any strategy adopted by DCC following the outcome of the review DCC will supply appropriate peripheral devices for use with the public computers and with the LMS.
- 4.13 Print consumables will be provided by DCC at its expense to cover library use, based on known average use. Any significant increase in use of print consumables (paper and cartridges) because of other activities or wider community use will need to be funded by the Organisation.
- 4.14 DCC will provide support and maintenance of computer equipment which it has supplied in accordance with clause 4.7, 4.11 and 4.12 above at its expense.
- 4.15 The DCC network will only be for use of computers provided and maintained by DCC under this Agreement. No other computer equipment is authorised for access to the DCC provided network.
- 4.16 DCC will provide a Voice Over Internet Phone (VOIP) for the Organisation. This will provide access to a phone service over DCC's network, with no phone line rental charges. The costs of the telephone calls will be re-charged at cost by DCC to the Organisation on a quarterly basis.



- 4.17 Title to all intellectual property rights in ICT services and equipment supplied to the Organisation by DCC, for the benefit and use of the Community Managed Library will remain in the ownership of DCC or the contractor supplier to DCC.

### **Library Management System**

- 4.18 DCC will provide access to its Library Management System for use by volunteers of the Organisation for the provision of a Community Managed Library service, at DCC's expense.
- 4.19 Both parties will have due regard to its responsibilities for managing information, particularly information about library users, under the Data Protection Act.
- 4.20 All Library Management System administration will be the responsibility of DCC. DCC will not undertake any adjustment to the administration of the LMS which impairs functionality and use without prior notification.
- 4.21 The Organisation will not have administration access.

### **Stock Collection**

- 4.22 DCC will provide a Stock Collection for the Community Managed Library as set out in Schedule 2 Part 2.
- 4.23 DCC provide to the Organisation, for use in the Community Managed Library the books currently held in the [name] library as at the Commencement Date, with the exception that DCC reserves the right to retain any unique titles (ie only copies held in DCC Library Service stock).
- 4.24 DCC will retain ownership and possession of all DVD material, CD's and talking books which can be accessed at a Community Managed Library in accordance with the reserving process described in Schedule 2.

### **Transport and Deliveries**

- 4.25 DCC will provide a regular van delivery service to facilitate the transporting of stock and request items to and from the Community Managed Library as set out in Schedule 2 Part 5, the timetable for which may be amended from time to time.
- 4.26 The cost of the van delivery service will be at the expense of DCC.

### **Other equipment**

- 4.27 DCC will take all necessary steps to inform utility companies, insurers, the rating authority, security companies, the postal service and cleaning contractors when it will cease to occupy or control the Premises and that its obligations and service requirements will end on the date it ceases occupation or control or the Commencement Date, as applicable in each case.

- 4.28 DCC will agree with the Organisation what furniture and equipment will be removed from the Premises and what will be left for the use of the Organisation after the Commencement Date. Furniture and equipment which is left will be recorded by DCC in an Inventory, for the agreement of the Organisation and a copy of which will be provided to the Organisation and attached at Schedule 3.
- 4.29 DCC will provide to the Organisation for their use in providing a Community Managed Library all furniture and fittings, library desk/counter, equipment, and computers, as listed in Schedule 3.
- 4.30 All items listed in the Inventory remain in the ownership of DCC and the Organisation may not dispose of, share or loan any Inventory item with another organisation, without the written prior agreement of DCC.
- 4.31 Except for IT equipment (including but not limited to computers) listed in the Inventory, the Organisation may arrange furniture and equipment listed in the Inventory according to their needs and requirements.
- 4.32 The Organisation may not re-arrange or re-locate any DCC IT equipment listed in the Inventory without prior consultation and prior written agreement of DCC.
- 4.33 The Organisation, in consultation with DCC will keep the Inventory up to date. On the termination of this Agreement DCC and the Organisation will agree the final Inventory and the Organisation will deliver back to DCC all items listed in the Inventory.

#### **Health and safety**

- 4.34 DCC will be responsible for the health and safety of its staff, including the Community Library Liaison Officer. Any risk assessments relating to the Community Managed Library undertaken by DCC will be shared with the Organisation.

#### **Training and Ongoing Support**

- 4.35 DCC, at its expense and on dates to be agreed with the Organisation will provide initial training to the Organisation, such training to include customer care, library procedures, health and safety and safeguarding awareness.
- 4.36 Ongoing training may be provided, when deemed necessary and as mutually agreed, by the Community Library Liaison Officer or by other DCC officers if appropriate.
- 4.37 DCC will provide to the Organisation a guidance handbook to support their management and operation of the Community Managed Library.
- 4.38 DCC will provide the Organisation with a telephone contact number for ongoing support in accordance with Schedule 2 Part 3.

- 4.39 DCC will arrange during the first 12 months of this Agreement six-monthly meetings and thereafter annual meetings of representatives from all Community Managed Libraries in order to facilitate the exchange of information, ideas and concerns, to provide a forum for further training.

#### **Record Keeping**

- 4.40 DCC will provide to the Organisation monthly issue figures for both adults and children use of stock.

#### **Complaints**

- 4.41 DCC has a Complaints Policy (available on Dorset for You website or from DCC offices), and will operate its policy in relation to Community Managed Libraries in accordance with Schedule 4.

#### **Income**

- \*4.42 As described in clause 5.1.29 DCC will be responsible for banking income from library charges collected by the Community Managed Library into a DCC bank account. DCC will pay 50% of a Community Managed Library's collected and banked income for the previous 12 months ending 31 March to the Community Managed Library annually by 30 April.
- \*4.42 As described in clause 5.1.29 DCC will be responsible for banking income from library charges collected by the Community Managed Library into a DCC bank account. DCC will pay 50% of a Community Managed Library's collected and banked income on a six monthly basis to cover the period from April to end of September and October to end of March. Payment will be made to the Community Managed Library by the end of the following month for each of these six month periods. [Alternative wording for Stalbridge and Colehill only.]

## **5 PROVISION OF A COMMUNITY MANAGED LIBRARY SERVICE**

- 5.1 The Organisation will:
- 5.1.1. operate and manage the Community Managed Library for the benefit of the Community and of all such other members of the public as may wish to make use of it.
  - 5.1.2 seek to encourage adults and children within the Community to make use of the Community Managed Library and will as appropriate and where possible facilitate their participation in local and national reading

- and other relevant library initiatives such as the Summer Reading Challenge and reading groups which are offered by DCC.
- 5.1.3 ensure so far as possible that the Community Managed Library is open for use by the public for at least 6 hours a week, the opening times to be decided by the Organisation.
- 5.1.4 operate and manage the Community Managed Library in accordance with the Library Service's allowable charges (which may be increased by DCC in its absolute discretion upon 28 days notice in writing) and procedures as published and amended from time to time.
- 5.1.5 ensure that fees and charges for the Community Managed Library Service library services remains consistent with DCC fees and charges as apply from time to time. The fees and charges described in Schedule 1 are accurate at the date of this Agreement and may be updated by DCC and notified to the Organisation.
- 5.1.6 use the Resources for the purposes of making a Community Managed Library Service available to the Community at the Premises and will not use the Resources for any other purpose unless with prior agreement of DCC;
- 5.1.7 Except as otherwise specified or agreed be responsible for all other costs of operating the Community Managed Library.
- 5.1.8 Except as otherwise agreed by the Parties be responsible for the provision of premises for the Community Managed Library, as well as for all legal agreements, payments, charges and obligations whatsoever arising from such provision.
- 5.1.9 Except as otherwise agreed obtain, maintain and comply with all necessary licences and consents and comply with all relevant legislation in relation to the Premises and their use;
- 5.1.10 comply with all relevant legislation in relation to any employees or volunteers engaged by the Organisation.
- 5.1.11 ensure such individuals are appropriately skilled to be undertaking their role;
- 5.1.12 endeavour to offer equality of opportunity in service delivery, employment and all other aspects of its work and will provide DCC with an up to date statement of its Equal Opportunities policy;
- 5.1.13 prepare and operate a complaints procedure in accordance with Clause 8.1 and Schedule 4 details of which will be provided to DCC.

## **Staffing**

- 5.1.14 The Organisation will permit access to DCC's Community Library Liaison Officer and other employees and contractors of DCC as may be required from time to time to enable DCC to provide the agreed Resources and comply with this Agreement.
- 5.1.15 The Organisation will be responsible for the recruitment, management and ongoing training of volunteers for the Community Managed Library using its own recruitment policies and procedures and using when applicable the assistance of DCC as specified in clause 4.36.
- 5.1.16 The costs of the Community Managed Library volunteers and other staff employed by the Organisation in respect of salary and other relevant costs will be met by the Organisation.
- 5.1.17 The Organisation will be responsible for compliance with legislation and regulation requiring background checks (Criminal Records Bureau (CRB)) and general awareness of safeguarding responsibilities in respect of the Community Managed Library, including preparation of any policy, at its own cost.
- 5.1.18 The Organisation will be responsible for ensuring adequate supervision of the Community Managed Library during public opening hours by suitably trained volunteers and staff of the Organisation.

## **Premises**

- 5.1.19 The Organisation will ensure that it provides a safe environment for volunteers, any other staff and the public and any relevant DCC employees on the Premises and that it abides by applicable legislation including the Equality Act 2010.
- 5.1.20 The Organisation will be responsible for managing the use of the Premises, including any wider community use. The Organisation will determine all terms and arrangements for admittance, entry and use of the Premises, including any charges for wider community use.

## **Security**

- 5.1.21 Except as otherwise agreed the Organisation will be responsible for the security of the Community Managed Library, its Premises and contents, including but not limited to:
- (a) following appropriate procedures to ensure the security of the building;

- (b) supervising the Stock Collection and equipment provided by DCC during opening hours;
- (c) complying with all reasonable requirements of DCC for ensuring compliance with the Data Protection Act 1998 and the security of data about library service users including but not limited to the Data Sharing arrangements within Schedule 5.
- (d) ensuring that each of their staff and volunteers sign a Data Protection Agreement and Acceptable Use Statement, in the form attached at Schedule 5, before processing any Personal Data.

### **Stock**

- 5.1.22 the Organisation will assist with the management of the collection of books in line with DCC's Collection Development Policy and stock guidelines.
- 5.1.23 The Organisation will facilitate and arrange access for the van delivery detailed in clause 4.25.

### **Safeguarding**

- 5.1.24 The Organisation will be responsible for the preparation of and compliance with its own safeguarding policy and procedures.

### **Health and Safety**

- 5.1.25 The Organisation will be responsible for compliance with health and safety regulations and legislation, in respect of its volunteers and other staff and contractors and users of the Premises.

### **Charges**

- 5.1.26 The Organisation will apply DCC charges for library services including hire charges for audio visual material, overdue charges, requests, printing, and the use of the Public Access computers in accordance with clause 5.1.5.
- 5.1.27 The Organisation will be responsible for determining charges and for any income generated by the Community Managed Library for the use of Premises for the wider community.
- 5.1.28 The Organisation will be responsible for ensuring that any tax liabilities arising from the provision of a Community Managed Library are met.

- 5.1.29 Income generated by the Community Managed Library for the use of the DCC inter library loan requests service will be banked by the Community Library Liaison Officer into a DCC account.
- 5.1.30 The Organisation will be required to comply with any reservation charge applied by DCC when using the DCC service for reserving DCC book stock.
- 5.1.31 The Organisation will be responsible for ensuring that DCC cash handling procedures are followed and for the on-site security of money arising from library charges before it is banked, not to be less secure than that of DCC in its current operation of the library.

## IT

- 5.1.32. The Organisation will be responsible for the development and management of any Community Managed Library website. DCC will provide a link from DCC Library Service webpages to any site of the Community Managed Library upon request.
- 5.1.33 The Organisation will comply with any software licences for software made available to the Organisation by DCC, copies of such licences to be provided to the Organisation.
- 5.1.34 The Organisation acknowledges that DCC will not be liable for any failure of the ICT related services and equipment provided by DCC as part of the Resources where such failure arises as a consequence of:
  - 5.1.34.1 any change to any part of any of those ICT services and equipment by the Organisation and/or its staff;
  - 5.1.34.2 any use of any part of those ICT services and equipment in conjunction with, or interfaced to, any computer product, hardware, or software not supplied by DCC under this Agreement if such use is not authorised in writing by DCC;
  - 5.1.34.3 any errors in the Organisation or Community Managed Library's data;
  - 5.1.34.4 any support or maintenance of any part of those ICT services and equipment if such support or maintenance is not authorised in writing by DCC; or
  - 5.1.34.5 any breach of the Organisation's responsibilities.

## 6. NOMINATED REPRESENTATIVES

- 6.1 Each of the Parties will at all times have a person responsible for the relationship between the two organisations.

6.2 The Organisation's Nominated Representative is:

[Details to be inserted]

or such other individual as notified in writing in advance to DCC.

6.3 DCC's Nominated Representative is:

Alison Burgess, Business Manager, Contracts, Dorset Library Service

or such other individual as notified in writing in advance to the Organisation.

## **7 MONITORING AND REVIEW**

7.1 DCC wishes and expects the Organisation to provide a Community Managed Library in accordance with this Agreement. DCC will provide the Resources described in this Agreement in support of the Organisation and Community Managed Library. If there are any concerns about the Organisation's ability to meet its obligations, both parties to this Agreement will arrange to meet and discuss the issues and to resolve an action plan for improvement.

## **8. COMPLAINTS**

8.1 DCC and the Organisation will implement complementary complaints processes for their respective services, in accordance with Schedule 4.

## **9. BRANDING AND INTELLECTUAL PROPERTY**

9.1 The Organisation will make clear in the provision of the Community Managed Library Service that the Community Managed Library is managed independently of but supported by DCC and this is to include the County Council logo.

9.2 DCC provides, at no cost to the Organisation, a non-exclusive, revocable licence to the Organisation to use DCC's logo and name in line with County Council guidelines throughout the Period of this Agreement for the purposes of providing the Community Managed Library Service.

## **10 PUBLICITY/PROMOTIONAL MATERIAL**

10.1 The Parties agree that all correspondence, written and printed material, websites, online services, other publications, and branding that relate to the Community Managed Library, including Premises signage will include a statement to recognise that the Community Managed Library is being supported by DCC.



## **11 DISPUTES**

- 11.1 If there is any dispute between the Parties in relation to this Agreement (“Dispute”) the Nominated Representatives will work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.
- 11.2 If the Nominated Representatives cannot resolve the Dispute within 14 days the Dispute will be referred to the [Person or Role] of the Organisation and the Head of Community Services of DCC who will work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.
- 11.3 If a dispute is not resolved within 14 days of referral under clause 11.2 then either Party may refer it to the [Person or Role] of the Organisation and Director of Adult and Community Services of DCC for resolution who will meet for discussion within 14 days or longer period as the Parties may agree.
- 11.4 Provided that the Parties both consent, a dispute not resolved in accordance with clauses 11.2 and 11.3 will next be referred at the request of either Party to a mediator appointed in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR with the costs of the mediation determined by the mediator. The mediator’s decision will be final and binding on the Parties.

## **12 TERM AND TERMINATION**

- 12.1 Subject to the earlier termination of this Agreement in accordance with its provisions, this Agreement will commence on the Commencement Date and will continue until the Expiry Date (the “Initial Term”)
- 12.2 On the Expiry Date, unless terminated in accordance with its provisions, this Agreement will automatically extend for a further period or periods of four years (“Renewed Term”). The provisions of this Agreement (as amended by written agreement between the Parties) will continue in force for each four year period of extension of the revised Period of the Agreement.
- 12.3 Notwithstanding the provisions of clauses 12.5, 12.6 and 12.7 below DCC may terminate this Agreement, to take effect on the Expiry Date of the Initial Period of the Agreement or on expiry of any subsequent four year period of extension throughout the Period of the Agreement upon serving before the relevant Expiry Date no less than 6 months written notice to the Organisation.
- 12.4 The Organisation may terminate this Agreement at any time throughout the Period of the Agreement upon serving 6 months’ written notice to DCC.
- 12.5 Notwithstanding the provisions of clauses 12.1 to 12.3, either Party may terminate this Agreement with immediate effect upon the other Party committing

a material breach of this Agreement that is not capable of remedy or where capable of remedy one that is not remedied within 30 days of notification by the other Party.

- 12.6 Notwithstanding the provisions of clauses 12.1 to 12.3 DCC may issue a written notice to the Organisation if the Community Managed Library Service has not been provided under this Agreement to DCC's reasonable satisfaction. Such notice will require the Organisation to improve the quality of the Community Managed Library Service delivered under the terms of this Agreement, within a reasonable specified period. In the event that in the reasonable opinion of DCC there is insufficient improvement within that specified period, and subject to the satisfactory resolution of any dispute under clause 11, DCC may terminate this Agreement on six months' written notice to the Organisation.
- 12.7 Notwithstanding the provisions of clauses 12.1 to 12.3 in the event of a \*[proposed termination or forfeiture or service of any notice of termination or forfeiture of the Organisations lease for the Premises] \*[proposed disposal of the freehold of the Premises] for whatever reason DCC will have the right (without prejudice to any accrued rights or remedies of either party under this Agreement) to terminate this Agreement with as much written notice as is reasonably practicable to ensure that this Agreement will terminate on the same date as the \*[termination or forfeiture of the lease] \*[disposal of the freehold interest].

\*delete as appropriate

### **13 CONSEQUENCES OF TERMINATION**

- 13.1 Upon termination, for whatever reason, the Parties will work together in good faith to:
- 13.1.1 before the last day of this Agreement finalise the Inventory and comply with the provisions of clause 4.33;
  - 13.1.2 ensure that any relevant Resources listed in Schedules 2 and 3 and in the possession of the Organisation are returned to DCC;
  - 13.1.3 make clear, and where reasonably possible, agree communications to members of the Community regarding termination and what alternative facilities members of the Community will be able to use;
  - 13.1.4 transfer all relevant library records, information and data to DCC.

### **14 INDEMNITY**

- 14.1 DCC will indemnify the Organisation against all reasonable losses incurred by the Organisation in connection with or as a result of any claim or demand by any DCC Employee or former DCC Employee (whether in contract, tort, under

statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any DCC Employee or former DCC Employee, or any claim relating to the period on and before the Commencement Date arises out of circumstances which arose on or before the Commencement Date;

- 14.2 The Organisation agrees to notify DCC immediately upon receipt of any such claim or demand as described in clause 14.1 and to assist DCC in its decision and action in defending any such claim. The Organisation accepts that DCC has full responsibility for defending the claim and will support DCC's decision in defending any such claims. The Organisation will comply with any such reasonable demand from the DCC with regards to the Organisation assisting in defending such claims.
- 14.3 The Organisation will indemnify DCC against any DCC contents insurance excess, claims, costs, demands or judgements which may result from the operation of the Community Managed Library unless such claims, costs, demands or judgements result from DCC's own negligence, or unless such operation has had the prior agreement of DC
- 14.4 Any liability to DCC for sums not covered by the insurance policies that the Organisation is required to maintain in accordance with Clause 15 will be limited to £1,500.
- 14.5 DCC will indemnify the Organisation against any claim for alleged infringement of any intellectual property right by the use or possession of any part of the Resources provided that:
- 14.5.1 DCC is given immediate and complete control of any such claim, and;
- 14.5.2 the alleged infringement does not arise from DCC following any instruction given by or on behalf of the Organisation, or
- 14.5.3 the alleged infringement is not based upon the Organisation's use of the Resources in combination with any services or equipment not supplied by DCC, or in a manner for which the Resources were not designed or supplied, or as a direct result of the Organisation modifying the Resources in breach of this Agreement and without consent of DCC.
- 14.5.4 If, in such event as referred to in Clause 14.5, a final injunction is obtained against the use of any part of the Resources by reason of infringement of such intellectual property right, DCC will consult with the

Organisation and at DCC's expense, either procure for the Organisation the right to continue to use the Resources, or modify the Resources so they become non-infringing. The foregoing states DCC's total liability for infringement of intellectual property rights.

- 14.6 If, in such event as referred to in Clause 14.5, a final injunction is obtained against the use of any part of the Resources by reason of infringement of such intellectual property right, DCC will consult with the Organisation and at DCC's expense, either procure for the Organisation the right to continue to use the Resources, or modify the Resources so they become non-infringing. The foregoing states DCC's total liability for infringement of intellectual property rights.
- 14.7 DCC considers that Community Managed Libraries fall within the definition of Prescribed Libraries in the Copyright Designs and Patents Act 1988 whose lending of books without the express permission of authors will not amount to a breach of the author's copyright. However, DCC agrees to indemnify the Organisation its direct financial losses arising from a later finding by a tribunal that the Community Managed Library's lending of books within the terms of this Agreement is in breach of the Copyright Designs and Patents Act 1988 and that payment to authors is due.

## **15 INSURANCE**

- 15.1 Throughout the Period of this Agreement and for twelve (12) months thereafter, the Organisation will, at its own cost, maintain at all times in full force and effect such insurance policies as required by applicable law.
- 15.2 The Organisation will hold adequate insurance, as it determines for Material Damage for Premises buildings and contents.
- 15.3 The Organisation will hold, at his own expense, a valid policy or policies of a Public Liability Insurance with a minimum cover of £5 million for any one claim in respect of any obligations or potential liabilities arising out of the provision of a Community Managed Library.
- 15.4 The Organisation will maintain a valid policy or policies of Employers' Liability Insurance with a minimum of £10 million for any one claim in respect of all sums the Organisation is found legally liable to pay for injury, illness or disease suffered by an employee of the Organisation, including any volunteer acting in the course of his duties.
- 15.5 DCC will insure the Stock Collection and all Inventory items provided under this Agreement.

- 15.6 The Organisation will insure its own assets
- 15.7 DCC will hold employer's liability insurance in respect of all DCC contracted staff in accordance with any legal requirement for the time being in force.
- 15.8 Either of the Parties may request the other to provide copies of insurance policies referred to in clauses 15.1 to 15.5, together with evidence that relevant premiums are up to date. If the Organisation is insured through a third party's arrangements, the Organisation will provide evidence of its interest being noted on the third party's insurance policy. Policies must not restrict the amount of claims that can be made in any given period.
- 15.9 The Organisation will prior to the Commencement Date and at such other times as DCC may reasonably require, provide DCC with documentary evidence of insurance cover in force.

## **16 CONFIDENTIALITY**

- 16.1 Neither the Parties nor their agents, staff or representatives will during the term of this Agreement or after it has ended use or disclose to any person who has no right to receive it any confidential information which comes to the knowledge of the Party as a result of being involved in the making and implementation of this Agreement. If one party is unsure whether or not a particular piece of information is confidential that Party will check with the other in writing before disclosing any such information.
- 16.2 The Parties will take all reasonable steps to prevent the unauthorised use or disclosure by their representatives, officers or employees of any confidential information.
- 16.3 Both Parties will comply with the requirements of the Data Protection Act 1998 or any other legislation or amendments which regulate the processing or disclosure of personal data. Any personal data contained on the Library Service's computerised LMS or elsewhere and made available by DCC to the Organisation must be used by the Organisation solely for the purposes of providing the Community Managed Library and in accordance with the Data Processing and sharing arrangements in Schedule 5 of this Agreement.

## **17 FREEDOM OF INFORMATION**

- 17.1 The Organisation acknowledges that DCC is subject to the Freedom of Information Act 2000 and the environmental Information Regulations 2004 and the Organisation will assist and cooperate with DCC (including, but not exclusively, providing assistance in retrieving information held) to enable DCC to comply with its duties under the act and the regulations so far as those duties

may relate to this Agreement, the costs of such assistance being met by DCC where it is requested by them.

## **18 DATA**

18.1 The Data Processing and sharing arrangements attached at Schedule 5 will apply.

## **19 RELATIONSHIP OF PARTIES**

19.1 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of another Party, or authorise either Party to make or enter into any commitments for or on behalf of any other Party.

## **20 ASSIGNMENT AND SUB-CONTRACTING**

20.1 Neither Party may assign or sub-contract all or any part of any benefit of or interest, right or licence in or arising out of this Agreement without the prior written consent of the other Party.

## **21 EXCLUSIVITY**

21.1 The arrangements considered by this Agreement are not exclusive arrangements and the Parties are free to pursue similar arrangements with other organisations provided such arrangements do not breach any provision of this Agreement.

## **22 NOTICES**

22.1 Any notice required to be given under this Agreement may be delivered personally or sent by prepaid post or courier to the other Party at the address given at the beginning of this Agreement, or such other addresses as may be notified in accordance with this clause 22 from time to time. Any notice so sent will be deemed to have been duly given:

22.1.1 if sent by personal delivery or courier, on delivery at the address of the relevant Party;

22.1.2 if sent by first class post, 48 hours after the date of delivery.

22.2 Service may not be effected by email or fax.

## **23 VARIATION**

23.1 Any variations to the Community Managed Library Service or any provisions of this Agreement must be agreed by both Parties and will be recorded in writing and signed by both Parties.

## **24 WAIVERS**

24.1 Failure of any Party to enforce or exercise, at any time or for any period, any term of this Agreement does not constitute, and will not be construed as, a waiver of such term and will not affect the right to enforce such term, or any other term contained in this Agreement, at a later date.

## **25 SEVERABILITY**

25.1 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement will not adversely affect the validity or enforceability of the remaining terms and rights.

## **26 RIGHTS OF THIRD PARTIES**

26.1 No term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

## **27 COSTS**

27.1 Each Party will pay its own costs and expenses arising in connection with the negotiation, preparation, execution and performance of this Agreement (and any documents referred to in it).

## **28 COUNTERPARTS**

28.1 This Agreement may be executed in any number of counterparts, but will not be effective until each Party has executed at least one counterpart.

28.2 Each counterpart, when executed, will constitute an original of this Agreement and all counterparts will together constitute one instrument.

## **29 GOVERNING LAW AND JURISDICTION**

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) will be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England.

**IN WITNESS** whereof this Agreement has been executed as a deed by the parties to it on the day and year first before written.

Contents: "This document was prepared for Dorset County Council. It is provided for informational purposes only, and is not intended to provide and should not be relied on for legal advice."

THE COMMON SEAL of DORSET )  
COUNTY COUNCIL was hereunto affixed )  
in the presence of )

Authorised signatory

Signed as a deed ) .....  
for and on behalf of ) **Signature of Authorised Officer (1)**  
[THE ORGANISATION] ) .....  
in the presence of: ) **Name and Position (Block Capitals)**

.....  
**Signature of Authorised Officer (2)**

.....  
Name and Position (Block Capitals)



## Schedule 1 – Allowable charges 2012/13

### **DAILY HIRE CHARGES**

**Excludes Sundays**

**Includes day of issue and day of return**

Talking books 15p  
Music CDs 20p  
Feature film DVDs/videos (including children's) 50p  
Other children's DVDs/videos 20p  
Information DVDs/videos 20p  
CD-ROMS 25p  
Language courses 15p

### **MUSIC SETS**

Orchestral/choral £10 for up to 40 copies for 91 days  
Late or incomplete return £20

### **DRAMA SETS**

Play reading FREE up to 56 days  
Overdue charge after 56 days 15p per set per day  
Performance sets £10 for 91 days  
Overdue charge after 91 days 50p per set per day

### **OVERDUE CHARGES**

#### **Books**

Borrowed on an adult card 20p per day  
Maximum overdue charge £12.00  
Borrowed on a children's card No charge

### **LOST/DAMAGED MATERIALS**

Purchase price, or as a minimum:

Children's, Red.Zone & Young Adult paperbacks £4.00  
Children's, Red.Zone & Young Adult hardbacks £5.50  
Adult NF paperbacks £8.50  
Adult Fiction paperbacks £6.00  
Adult NF hardbacks £14.50  
Adult fiction hardbacks £13.00  
Adult Large Print £9.50  
Videos £9.00  
DVDs £15.00  
Talking book – single cassette or CD £5.00  
Talking book – complete set £50.00  
Music CDs £8.50  
Rebinding charge: books £4.50  
Rebinding charge: music £9.00  
Jacket replacement only £1.00  
Replacement Cassette/CD or video case £1.00  
Membership card replacement £2.00

## **RESERVATION FEES**

Music Sets £2.00 per set

Drama Sets 85p per set

For material supplied from outside Dorset for adults there is a minimum charge per item of £5.50

For material supplied from outside Dorset for children there is a minimum charge per item of £5.50

## **MATERIAL SUPPLIED FROM OUTSIDE AGENCY E.G. BRITISH LIBRARY**

Photocopies supplied from outside agency £5.50 if they wish only to borrow the photocopy  
£5.50 + 10p per sheet if they wish to keep the photocopy

## **PRINTOUTS**

Black and white or colour 10p\* per sheet

## **USE OF PEOPLES NETWORK COMPUTERS**

Free of charge for up to 30 mins in one session per day. Thereafter any further time is charged at £1 per half hour or part thereof.

## **Schedule 2**

### **Package of Support**

#### **Part 1 – General**

The package of support will be provided to the Organisation by DCC and the Resources are:

- a) the use of the current book stock and continued supply of new books as identified in Part 2
- b) the supply of ICT systems as identified in Part 3
- c) the availability of support and training as identified in Part 4
- d) other support as identified in Part 5

#### **Part 2 - THE STOCK COLLECTION AND OTHER STOCK**

1. An initial collection of books will be provided to the Community Managed Library by DCC. This will be formed from the books currently stocked at the library with the exception that DCC reserves the right to retain any unique copies of titles. DCC will ensure that the numbers of books in the collection will be at least 95% of the size of the existing collection of books. The Stock Collection will contain fiction and non-fiction books for adults and children and large print books. The average age of the collection cannot be guaranteed, but will have an appropriate loan potential. The Stock Collection will be formed from the existing bookstock in the current library. DCC reserves the right to retain any unique titles.
2. DCC will provide, at its expense, brand new books for a Community Managed Library. Approx 300 new books per annum will be provided (except for Colehill – 500 books pa). There will be a range of new books provided for adults and children. These titles will be selected and purchased in line with DCC's Library Service procurement approach with its book suppliers. The Organisation will not be able to specify particular titles although DCC will be happy to discuss the ratio and type of stock the Organisation wishes to see provided on an annual basis.
3. Books purchased and provided by DCC Library Service will be in accordance with its Collection Development Policy and operational stock guidelines. The Collection Development Policy provides a framework for the range and type of stock, supported by practical guidelines about stock management such as, for example, the age of a book and physical condition.
4. The brand new books will be fully serviced and shelf ready with RFID tags and protective jackets. These books will be delivered to a Community Managed Library.
5. DCC will continue with the current stock circulation arrangements, both as to methods of delivery and the numbers of books involved as a proportion of the stock currently held at each Community Managed Library. Any future revision or change to the circulation arrangements will be in line with those made in Dorset County Council libraries.
6. Users of the Community Managed Library may reserve books and other non-book materials from Dorset Library Service stock either online or in the Community Managed

Library for collection at the Community Managed Library or any other Dorset Library. Access to all Dorset Library Service stock will be available through the library catalogue on Dorset for You website, the library app and the request service.

7. Users of the Community Managed Library may make requests for items not already in the DCC library stock but DCC does not guarantee to purchase these items. DCC will endeavour to make any such item available for the Community service user through the inter library loan system. There will be a charge payable for use of this service by the user which will need to be retained by DCC. The inter library loan item will be delivered to the Community Managed Library or any other specified Dorset Library for collection by the user.
8. DCC will not supply the Community Managed Library with a stock of music CDs, DVDs or talking books.
9. DCC will not supply newspapers or periodicals to the Community Managed Library.
10. Any donated stock item is expected to adhere to DCC's Library Service Collection Development Policy. Stock donated to the Community Managed Library cannot be added to the LMS catalogue by the Community Managed Library volunteers. Any donated book which meets the Collection Development Policy standard and which is added to library stock and to the LMS will be provided with a Radio Frequency ID (RFID) tag at no cost to the local community. DCC Library Service will provide access to information to support communities in managing the stock.
11. DCC will continue to supply reading group sets to the Community Managed Library customers in accordance with the Reading Group Service offer.
12. In the event of materials borrowed from the Community Managed Library or any other library being lost or damaged while on loan to users of the Community Managed Library, the individual user will be responsible for meeting any replacement costs. All such costs will need to be retained by DCC.
13. Community Managed Libraries will be responsible for ensuring that certificated DVDs are loaned only to customers of an age appropriate to the certificate of each item.

### **Part 3**

#### **ICT Systems and support**

1. Dorset County Council will provide ICT equipment and support to ensure that members of the Community can access library stock and virtual library services, wider council information and more generally the internet.
2. Dorset County Council will provide, maintain and support:
  - The current broadband connection to the library Premises;
  - One admin pc for use of the Library Management System;
  - Public use computers with filtered internet access;
  - Self service unit;
  - Peripheral devices (subject to Dorset County Council's current review and ultimate printer strategy);

- One VOIP phone (excluding call costs)
3. All ICT faults, incidents, service requests and LMS problems must be reported initially with DCC's Library Service IT team who, if they are unable to resolve the problem directly, will raise a support call to DCC's IT Helpdesk.
  4. DCC will not provide any ICT support service on Saturdays, Sundays or bank holidays. In the event of a critical problem arising out of office hours, the Organisation is advised to phone one of Dorset County Council's libraries for advice.
  5. There will be no access to DCC's email facility or local or network data storage provided to the Organisation.

#### **Part 4**

##### **Staffing and training support**

1. DCC will provide a minimum of three hours of staffing support each week. The three hours will be provided on the Premises of the Community Managed Library on a regular pattern, or otherwise be available to the Community Managed Library as agreed with the Community Managed Library. For periods of annual leave and sickness cover, DCC will provide relief staffing cover for these periods or where it is not possible to provide cover for the designated period, staffing time will be provided at another session. Any variance from this timetable and attendance at the premises will be discussed and agreed with the Organisation.
2. To support Community Managed Libraries and Organisations a comprehensive training programme will be provided prior to and at the time of handover of the Library Service to the Organisation to enable them to run and manage a Community Managed Library Service and Premises.
3. A Community Managed Library will be provided with a point of contact within a DCC core Library Service for ad hoc advice and enquiries to a reasonable level which require immediate assistance.

#### **Part 5**

##### **Other**

1. Summer Reading Challenge – DCC will continue to provide supplies to the Community Managed Library for as long as DCC supports this Reading Agency initiative.
2. Community Managed Library members as members of Dorset Library Service will continue to have free access to all current DCC online resources.
3. DCC will continue to send overdue reminders to Community Managed Library customers in accordance with DCC's Library Service procedure.
4. DCC will deliver requested items and stock to a Community Managed Library in accordance with a timetabled schedule. This will be on a weekly basis as a minimum.

**Schedule 3**

**THE INVENTORY**

SAMPLE

## Schedule 4

### COMPLAINTS PROCESS

#### Managing customer feedback and complaints in a community managed library

Dorset County Council is working in partnership with local community groups to support a locally delivered and managed library service.

Both organisations have a contribution to the provision of a quality library service. However, there may be occasions where the service delivered fails to meet user expectations. In order to respond to customer feedback, particularly customer complaints, the following procedure sets out how customer feedback and complaints will be managed.

Dorset County Council (DCC) already has an established Complaints Policy (available on Dorset for You website or from County Council) and in addition the library service has a customer comments process. Feedback from users of any community managed library in respect of any DCC responsibility will be managed in line with the existing policy and procedures.

The areas of responsibility that DCC are responsible for are the:-

- provision of stock – e.g. range, particular titles;
- request service;
- online library services and resources via Dorset for You website;
- public access computers;
- LMS and self service functionality;
- DCC fees and charges;
- Home Library Service;
- Reading Group Service

It has been identified that DCC are not responsible for the following areas and the expectation is that the community body will be responsible for managing and responsibility for feedback in these areas

- the library building (e.g. condition of, access to etc.);
- layout and arrangement of library;
- customer service (eg attitude of volunteer, availability of service etc);
- library environment (e.g. noise, temperature);
- opening hours;
- acceptable behaviour in the library;
- any local fees and charges (eg premises hire charges).

Where a complaint may be a shared responsibility (e.g. a young adult novel which a parent may deem as inappropriate for any child is in stock and has been shelved incorrectly with books for younger children), a co-ordinated approach will be taken.

DCC will respond to customers/complainants directly with a copy to the management committee unless there is a confidential or sensitive issue.

## Schedule 5

### DATA PROCESSING AND SHARING ARRANGEMENTS

#### PART 1 - DATA PROCESSING

##### Background

- (A) Under the terms of the Libraries and Museums Act 1964 (“**the Act**”) DCC is the Data Controller a Library Authority with a statutory responsibility to provide “a comprehensive and efficient library service for all persons desiring to make use thereof”.
- (B) Under and from the date of this Agreement DCC intends to withdraw funding from **xxxxx** library and the Organisation intends to provide a Community Managed Library Service.
- (C) It is intended that the Organisation should on behalf of DCC manage loan and other related library records using DCC’s computerised Library Management System (“**LMS**”).
- (D) DCC is obliged under the Data Protection Act 1998 to take appropriate technical and organisational measures to protect the personal information under its control, including personal information held as part of user/borrower records on the LMS.
- (E) This Schedule to the Agreement regulates the use of Personal Data that the Organisation will be processing on behalf of DCC.

#### **1. RIGHTS AND OBLIGATIONS OF DCC AS THE DATA CONTROLLER**

- 1.1 DCC will provide the Personal Data to the Organisation who is the Processor by means of the Library Management System together with such other information as the Organisation may reasonably require in order to provide the Community Managed Library Service.
- 1.2 The instructions given by DCC to the Organisation in respect of the Personal Data will at all times be in accordance with the Data Protection Legislation.



## **2. OBLIGATIONS OF THE ORGANISATION AS THE DATA PROCESSOR**

- 2.1 The Organisation undertakes that it will process the Personal Data strictly in accordance with the instructions of DCC. The Organisation will promptly comply with any request from DCC to amend or delete the Personal Data.
- 2.2 The Organisation will only use amend or update the Personal Data for the specific processing required in order to provide the Community Managed Library Service.
- 2.3 The Organisation will treat the Personal Data, and any other Information provided by DCC as confidential.
- 2.4 The Organisation will process the Personal Data in compliance with the Data Protection Legislation.
- 2.5 If the Organisation receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998, it will immediately notify DCC and will provide DCC with full cooperation and assistance in relation to such complaint, notice or communication.
- 2.6 The Organisation will not disclose the Personal Data to any Data Subject or to any third party other than at the request of DCC or as provided for in this Schedule.
- 2.7 The Organisation will ensure that access to the Personal Data is limited to:
- (a) those volunteers or employees of the Organisation who have signed a Data Protection Agreement and Acceptable Use Statement in the form of that in Part 2 of this Schedule and who need access to the Personal Data to meet the Organisation's obligations under this Schedule; and
  - (b) such part or parts of the Personal Data as is strictly necessary for the performance of the Organisation's obligations under this Schedule.

- 2.8 The Organisation, with the cooperation and assistance of DCC, will ensure that all volunteers or employees who are permitted access to the Personal Data:
- (a) are informed of the confidential nature of the Personal Data;
  - (b) have undergone training relating to the handling of Personal Data; and
  - (c) are aware of the Organisation's duties and their personal duties and obligations under the Data Protection Legislation and this Schedule; and
  - (d) have signed a Data Protection Agreement and Acceptable Use Statement..
- 2.9 The Organisation will take reasonable steps to ensure the reliability of any of the Organisation's volunteers or employees who have access to the Personal Data.
- 2.10 The Organisation will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of DCC, unless the disclosure is required by law.
- 2.11 The Organisation, with the cooperation and assistance of DCC, will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 2.12 The Organisation will not keep the Personal Data on any laptop removable drive or other device which has not been supplied and approved by DCC.

## **Dorset County Council and Community Managed Libraries Data Protection Agreement and Acceptable Use Statement**

### **1. Introduction**

Dorset County Council (DCC) will provide Organisations with access to relevant DCC computer systems to enable them to operate a Community Managed Library Service for customers. The computer systems contain Personal Data under the terms of the Data Protection Act 1988. It is therefore necessary for staff and volunteers of the Organisations to understand and agree to the terms and conditions included within this document before accessing Personal Data.

It is the Organisation's responsibility to ensure each of its staff and volunteers have signed this document before accessing Personal Data.

Access will be provided to the Library Management System known as Millennium. This is the database that contains library membership records and through which book loans are transacted. Access will also be provided to the computer booking system (Netloan) which records borrower details from library membership cards when computers are booked.

### **2. Data Protection**

The Data Protection Act 1998 (DPA) governs the use of information about people (Personal Data). Personal Data can be held on computer or in a manual file, and includes email, minutes of a meeting, CCTV footage, photographs or recordings of telephone conversations. DCC will remain the Data Controller for the purposes of the Data Protection Act 1988, for the information held on the two library systems, Millennium and Netloan. However, Community Managed Library volunteers will be personally responsible for processing (using) this and other personal information in accordance with the Data Protection Act 1988.

The Data Protection Act contains 8 principles for processing Personal Data which you must comply with. Personal Data must be:

- 1 Processed fairly and lawfully;
- 2 Obtained and only used for specified and lawful processes;
- 3 Adequate, relevant and not excessive;
- 4 Accurate and kept up to date;
- 5 Not kept longer than necessary;
- 6 Processed in accordance with individuals' rights;
- 7 Kept secure;
- 8 Not transferred to countries without adequate data protection regimes.

### **3. Risk Management**

The consequences of breaching Data Protection can cause harm or distress to customers if their information is released to inappropriate people, or they could be denied a service to which they are entitled. Staff and volunteers should be aware that they can be personally liable if they use customers' Personal Data inappropriately. This agreement is designed to minimise the risks of breach and to ensure that the reputations of DCC, the Organisation and the Community Managed Library are not damaged through inappropriate or unauthorised access as a result of login credentials being compromised, or through the introduction of viruses or malware to the wider community.

#### 4. Applying the Data Protection Act within the Community Managed Library Service.

- **Purpose.** You must not use the Personal Data provided by DCC, for any purpose other than delivering the Community Managed Library Service.

- **Collecting Personal Data.** Whilst access is limited to the borrower details stored on Millennium and Netloan, volunteers in Community Managed Libraries may undertake additional tasks involving the collection of personal details from customers, e.g. Summer Reading Challenge. In such circumstances you must let the customer know why you are collecting their personal details and it is your responsibility to ensure those personal details are only used for that purpose. If you want to use it for a different purpose you will need to tell the customer how you intend to use their personal details and get their consent before using it.

- **Correcting data.** Customers have a right to have their Personal Data corrected if it is wrong, to prevent it being used to cause them damage or distress or to stop marketing information being sent to them. If a customer asks for their personal details to be amended you must either pass the request to your Community Library Liaison Officer from DCC or contact a DCC library for assistance.

- **Subject Access Requests.** If a customer asks for the personal details held about them, you must refer the request to your Community Library Liaison Officer from DCC as soon as possible. Under legislation it is necessary to respond within 40 (forty) calendar days of a written request, subject to receiving proof of the individual's ID and payment of a fee.

- **Destroying personal data.** Personal Data about a customer should only be kept for as long as it is needed for the purpose it was obtained. For example: a customer joins the Summer Reading Challenge. You must only keep that Personal Data and use it for the duration of administering the Summer Reading Challenge and securely dispose of once the promotion and monitoring period is complete. A further example may be that a customer is housebound and receives regular visits from a Community Managed Library volunteer. You must ensure the list of customers receiving home visits is securely stored and remove customer details when they change or the customer no longer receives the service. Review the list annually. You must ensure that this information is confidentially destroyed at the end of the relevant retention period.

#### 5. Further information

If you have specific questions about information security and Data Protection in relation to the data used by the Community Managed Library please contact the named DCC Library Service contact in the first instance. The Information Commissioner's website ([www.ico.gov.uk](http://www.ico.gov.uk)) is another source of useful information.

#### 6. Acceptable Use Statement

- 1 I acknowledge that my use of the data supplied by DCC and customers which I have access to may be monitored and/or recorded for lawful purposes.
- 2 I agree to be responsible for any use by me of the library systems using the login information provided to me – user id and password.
- 3 I will not use personal information to which I have been given access for any other purpose than the purpose which the customer has agreed to and for

delivering the Community Managed Library Service. I will not disclose such information to third parties unless there is a legal requirement to do so, or where the person concerned gives written authority for the information to be provided.

- 4 I will not attempt to access any computer system that I have not been given explicit permission to access.
- 5 I will not attempt to circumvent any security measure that DCC has put in place to protect the information assets of DCC.
- 6 I understand that deliberate distribution of computer viruses is an offence under the Computer Misuse Act.
- 7 I will securely store or destroy any printed information that relates to personal information.
- 8 I will not leave my computer logged in and unattended for any period of time but will either log out of the machine, lock it or activate the password protected screen saver.
- 9 If I detect, suspect or witness an incident that may be a breach of security (e.g. unauthorised use of Millennium or Netloan, or loss, theft or inappropriate use of personal or potentially sensitive information) I will report this as soon as possible to the Community Library Liaison Officer and the County Council's Data Protection Officer.
- 10 I agree to abide by all legislation, such as the Data Protection Act and the Computer Misuse Act that applies to use of computer equipment and DCC-held information.

### **Signed Confirmation**

I accept that I have been granted access to the DCC systems for the purposes of operating a Community Managed Library. I understand the reasons why I have been granted access and how I may use this access. I agree to the terms of use and understand that any breach of this agreement and statement or the rights that I have been given may lead to action being taken against me and the Organisation.

**Signed**.....

**Name** .....

**Date** .....

**This record should be stored by the Community Managed Library Co-ordinator.**