

## **Partnership Agreement**

**between**

**BookTrust**

**and**

**The Local Authority**

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**for**

**Delivery of Bookstart and BookTrust programmes**

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## Partnership Agreement

### **BETWEEN:**

#### **BookTrust**

A registered charity no. 313343 and a company limited by guarantee no. 210012 whose registered office is at G8 Battersea Studios, 80-82 Silverthorne Road, London SW8 3HE.

#### **(BookTrust)**

### **The Partner**

Organisation \_\_\_\_\_

Address (registered address if company):  
\_\_\_\_\_  
\_\_\_\_\_

VAT registration number (if applicable): \_\_\_\_\_

## Background

- (A) BookTrust is the largest reading charity in the UK, working to inspire a love of reading in children because reading can transform lives. BookTrust gives out over two million carefully chosen books to children throughout the UK and works in partnership with all 152 local authorities in England.
- (B) Bookstart is a public/private partnership which delivers significant value to our partners each year. The Department for Digital, Culture, Media and Sport (DCMS) through Arts Council England (ACE) provides vital funding. In turn, this investment funding is used by BookTrust to generate generous in-kind support from children's publishers. Over two million books are provided per year, at a small nominal cost.
- (C) BookTrust works with local authority partners in England in delivering Bookstart and related programmes (the "Programmes"). The Partner contributes to the Programmes by resourcing the coordination of the local partnerships and the administration, storage and onward delivery of the Programmes.
- (D) BookTrust and the Partner want to cooperate and collaborate in delivery of the Programmes. This agreement sets out the roles and responsibilities of BookTrust and the Partner in relation to delivery of the Programmes in the Local Authority area of the Partner.

## The Project: roles, activities and responsibilities

### 1. BookTrust will:

- 1.1 Develop and produce free high-quality universal Bookstart packs for all families with babies aged 0-12 months (Bookstart Baby) and preschool children aged 3-4 years (Bookstart Treasure), including guidance for parents and carers on the benefits of reading books with their children on a daily basis from an early age.
- 1.2 Develop and produce free BookTrust additional universal learning and activity resources via the BookTrust website.
- 1.3 Develop free BookTrust resources for children with English as an additional language with translated guidance for families.
- 1.4 Develop and produce free BookTrust targeted programmes and resources to support families dealing with social and economic disadvantage, including:
  - 1.4.1 Booktouch for blind or partially sighted children at ages 0-2 and 2-4;
  - 1.4.2 Bookshine for deaf or hearing impaired children at ages 0-2 and 2-4;
  - 1.4.3 Bookstart Star for children with disabilities affecting fine motor skills at ages 2-4; and

- 1.4.4 Bookstart Corner for children aged 12-24 months (via children's centres).
- 1.5 Deliver the Bookstart packs free of charge to the Partner's storage location.
- 1.6 Provide support and resources for strategic and operational partners across the Partner's local authority area, to ensure that Bookstart is delivered effectively as an authority-wide early years programme which will include:
  - 1.6.1 support and advocacy from the BookTrust early years programme team and BookTrust Regional Managers;
  - 1.6.2 an online Bookstart partnership handbook;
  - 1.6.3 an early years Bookstart practitioner handbook; and
  - 1.6.4 a Bookstart handbook for health professionals.
- 1.7 Provide support and advocacy around books, reading for pleasure, authors and best practice via regional meetings for Bookstart stakeholders and online and hard copy resources for libraries, early years and health practitioners.
- 1.8 Provide support to increase library membership and regular active library use by families with children aged 5 and under.
- 1.9 Work with the Partner and other local authorities to evaluate the impact of Bookstart using national and local data and measure the positive outcomes for children, families and the wider community.
- 1.10 Commit to supporting the Partner in mitigating against any risks to delivery or to all eligible children and families receiving packs.
- 1.11 Make available to the Partner an online resource to facilitate data gathering and evaluation for programme stocktake and audit purposes.
- 1.12 Agree to at no time provide confidential information relating to the Partner or this agreement to any other person unless:
  - 1.12.1 it has obtained the Partner's written consent;
  - 1.12.2 the information is already in the public domain; or
  - 1.12.3 disclosure is required by law.

## **2. The Partner will:**

- 2.1 Nominate a senior director or strategic manager/managers to accept the partnership agreement and commit to administering Bookstart on behalf of the local authority, and notify BookTrust of their name, job title and contact details and update BookTrust immediately if these details change.

- 2.2 Develop a strategic partnership, to include libraries, health and early years, that will take responsibility for monitoring the quality of programme delivery and messaging across all services.
- 2.3 Appoint or retain a dedicated Bookstart partnership coordinator or designate staff time to the programme, with dedicated hours as needed for coordination, partnership working, monitoring, development and reporting to and liaising with BookTrust, and notify BookTrust of the name, job title and contact details of the partnership coordinator and other designated staff and update BookTrust immediately if these details change.
- 2.4 Ensure that mechanisms are in place for the strategic coordination, local management and onward delivery of resources to families and that performance data is collected and reported via online and other mechanisms, in line with BookTrust's requested reporting arrangements.
- 2.5 Ensure that a strategy is put in place to gift a pack to every eligible child with an encouraging and effective message to the child's parents / carer that is in line with BookTrust's intentions and instructions, including for:
  - 2.5.1 Bookstart Baby (universal);
  - 2.5.2 Bookstart Treasure (universal);
  - 2.5.3 Bookstart Corner (targeted);
  - 2.5.4 Booktouch for blind or partially sighted children;
  - 2.5.5 Bookshine for deaf or hearing impaired children;
  - 2.5.6 Bookstart Star for children with disabilities affecting fine motor skills; and
  - 2.5.7 Resources for children with English as an additional language.
- 2.6 Take responsibility for BookTrust's stock from point of delivery at the designated local warehousing site(s), and ensure that adequate insurance is in place. If BookTrust requests the Partner to do so, the Partner must:
  - 2.6.1 provide evidence that the Partner is maintaining adequate insurances.
- 2.7 Develop a local strategy to engage parents and carers to read books with their children every day, to support them to improve their child's home learning environment, and to signpost them to local children's centres, libraries and further family learning opportunities.
- 2.8 Communicate the strategies to all local partners ensuring that they fully utilise the programme to deliver against local early years targets and priorities.
- 2.9 Commit to the development of the local programme by keeping up to date with programme development, and profiling and disseminating information to all local partners and more widely.

- 2.10 Commit to communicating to BookTrust at the earliest opportunity if there are any changes or risks to delivery arrangements that mean that the eligible families will not receive their packs.
- 2.11 Agree to at no time provide confidential information relating to BookTrust or this agreement to any other person unless:
  - 2.11.1 it has obtained BookTrust's written consent;
  - 2.11.2 the information is already in the public domain; or
  - 2.11.3 disclosure is required by law.
- 2.12 Adopt and carry out a written policy and set of procedures to protect all children and vulnerable people involved in BookTrust activities in the Partner's local authority area.
- 2.13 Provide BookTrust with information as required for annual stocktake, interim stocktake, programme audit and allocation planning. Data required will include details of partners involved in delivery of the programme and numbers of:
  - 2.13.1 Universal packs gifted;
  - 2.13.2 National Bookstart Week activities;
  - 2.13.3 Dual language resources gifted; and
  - 2.13.4 Booktouch, Bookshine and Bookstart Star packs gifted.
- 2.14 On request, provide such documents and other reports and information as BookTrust requires to satisfy itself that the Partner has complied with its obligations, including meeting with BookTrust where requested.

## **Duration**

### **3. Duration**

- 3.1 This agreement will commence on 1 April 2018 and will conclude on 31 March 2019.

## **Additional information**

### **4. General**

- 4.1 Deliveries of Bookstart resources are free of charge to the Partner's storage location. The Partner may adjust their stock totals or cancel a delivery up to 5 days before the delivery dispatch date. If the Partner makes a late amendment or refuses a delivery there will be charges imposed by the delivery company and the Partner will be charged for these and any associated costs.

- 4.2 BookTrust carefully considers all the items included in the BookTrust packs in terms of the aims & outcomes for our programmes and BookTrust goals. All the items in the pack have been created and produced with great thought in relation to our vision of every child reading for pleasure and other BookTrust goals.
- 4.3 BookTrust also safety test the BookTrust packs to ensure that they meet the relevant stringent health and safety requirements. BookTrust strongly recommends that additional items are not added to the BookTrust packs, to ensure their integrity and safety. However, if items are added by the Partner, it is essential that these items are safety tested to ensure they meet the relevant health and safety standards. BookTrust shall not be liable for any losses, costs, or damages caused by any item included by the Partner or any third party in the packs.
- 4.4 Partner services include but are not limited to: health, libraries, early years, children's centres, portage, speech and language, sensory impairment teams, literacy advisors, registrars, GRT support, prisons.
- 4.5 All intellectual property rights relating to Bookstart and BookTrust programmes belong, and shall belong, to BookTrust, including patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 4.6 The BookTrust logo should be included on all documentation, publicity and press releases as appropriate, and a representative of BookTrust must sign off such documents in advance of publication. BookTrust can also choose that the logo is not included.
- 4.7 The Parties shall conduct themselves in accordance with high ethical standards and in compliance with all applicable laws.
- 4.8 The Parties shall work in good faith to create good working practices through the delivery of this agreement, for the benefit of long-term future collaboration.
- 4.9 The Parties do not intend any third party to have the right to enforce any provision of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 4.10 Nothing in this agreement shall authorise either Party to pledge the credit of or incur liabilities or obligations binding upon the other Party.

- 4.11 This agreement shall be governed by and interpreted in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with it.
- 4.12 Both BookTrust and the Partner agree that they are bound by the terms detailed in this agreement.

## The Parties' Representatives

### BookTrust

Name: Diana Gerald

Position: Chief Executive Officer

Address: BookTrust, G8 Battersea Studios, 80 Silverthorne Road,  
Battersea, London SW8 3HE

Phone: 0207 801 8800

Email: queries@booktrust.org.uk

### The Partner

*(Primary Signatory – this should be a senior manager who is signing on behalf of the service area in which the Bookstart Coordinator is located)*

Name: Paul Tinsley

Position: Director of Learning & Inclusion

Address: City Hall, 115 Charles Street, Leicester, LE1 1FZ  
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Phone: 0116 4546101

Email: paul.tinsley@leicester.gov.uk

### The Partner

*(Secondary Signatory – this should be a senior manager at Head of Service level or above from any one of the service areas involved in the strategic partnership that is supporting delivery of Bookstart and BookTrust programmes)*

Name: Caroline Tote

Position: Director, Children's Social Care & Early Help

Address: City Hall, 115 Charles Street, Leicester, LE1 1FZ  
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Phone: 0116 4544849

Email: Caroline.Tote@leicester.gov.uk  
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**Signed on behalf of BookTrust by Chief Executive/Director:**

**Signature of authorised person**

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**Name of authorised person**

Diana Gerald

**Date**

1<sup>st</sup> April 2018

**Signed on behalf of Partner:**

**Signature of primary signatory**

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**Name of primary signatory**

Paul Tinsley

**Date**

15<sup>th</sup> February 2018

**Signed on behalf of Partner:**

**Signature of secondary signatory**

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**Name of secondary signatory**

Caroline Tote

**Date**

28<sup>th</sup> February 2018