

COLLABORATION AGREEMENT

THIS DEED is made on 08 April 2021

BETWEEN

- (1) The Saturday Club Trust incorporated and registered in England and Wales with company number 09559467 whose registered office is at Somerset House, Strand, London, United Kingdom, WC2R 1LA (“SCT”);

AND

- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“Institution”),

each a “Party” and together the “Parties”.

1. INTERPRETATION

All defined terms have the meanings set out within the Standard Terms and Conditions attached to this Agreement, unless defined within this Collaboration Agreement.

2. BACKGROUND

- (a) SCT is an independent charity which works with partner institutions in order to give young people opportunities to learn a variety of skills through the development of a network of ‘National Saturday Clubs’ (the “Objective”), throughout the United Kingdom (the “Network”).
- (b) SCT holds the following core principles and the Institution agrees to uphold these values during the Agreement Term (the “Principles”):
- (i) **A Unique Model:** The Network nurtures talent and creates aspiration through a unique combination of free weekly Saturday classes in universities, colleges and cultural institutions; and a programme of national events including the London Visit, Masterclasses and the Exhibition;
 - (ii) **A Creative Education Programme:** The programme encourages creative and experimental learning across all strands - Art & Design, Writing & Talking, Fashion & Business, Science & Engineering. Saturday classes, created and led by professional tutors at the host institutions, foster valuable skills such as problem-solving, communication and collaboration;
 - (iii) **Enabling Access for All:** Free Saturday Clubs with no exams reduces barriers. Young people choose to attend. We are committed to widening access and encouraging 13-16 year olds from all backgrounds and communities to get involved;
 - (iv) **The Network:** The Network is a powerful network of shared knowledge and best practice which would not exist without the dedication of the host institutions and industry partners who enrich the programme with their personal experience and valuable expertise;
 - (v) **Supporting the next generation:** Members have the potential to be the future generation of creative leaders, innovators, designers and entrepreneurs. The programme works to encourage young people to discover their strengths and

talents, increasing their confidence and empowering them to identify and pursue their ambitions; and

- (vi) **Raising Aspirations:** The Network built on a shared aim to inspire young people, spark their imagination and raise their aspirations. The year-long programme introduces a breadth of pathways available to young people both in further and higher education and rewarding careers.
- (c) The Institution Representative who will manage the multi-tiered dispute resolution procedure in accordance with clause 19 of SCT's Standard Terms and Conditions on behalf of the Institution is [Institution representative name]. The Institution supports SCT's Objective and the Principles.
- (d) The Parties wish to collaborate in order to create a new Club and agree that the terms of this Collaboration Agreement will be subject to the Standard Terms and Conditions (this Collaboration Agreement together its Schedules and the Standard Terms and Conditions are collectively hereafter referred to as the "Agreement").

3. SCT'S OBLIGATIONS

3.1 SCT will use reasonable endeavours to plan and coordinate the following in each Academic Year:

- (a) the London Visit;
- (b) a Masterclass, provided that the Club has a minimum of 10 Members in the relevant Academic Year by the Masterclass Date. If the Club has less than 10 Members by the Masterclass Date, SCT will provide a Masterclass if it is able to, but it is under no obligation to do so in such circumstances; and
- (c) the Exhibition.

3.2 In addition to the Events listed in clause 3.1, SCT will also:

- (a) provide a "Tutors' Handbook" to each tutor, which includes guidelines on how to run the Club (the "Handbook");
- (b) support the Institution's Tutors by email and telephone on Business Days during Business Hours in relation to the running of the Club and maintain communication across the Network;
- (c) coordinate several tutors' meetings during the course of each Academic Year in order to share knowledge and best practice within the Network;
- (d) document the Events through photography and compile Club Materials for use in the Yearbook, the Exhibition and SCT's website and social media;
- (e) provide the opportunity to receive a Yearbook to all Tutors and Members which shall include an acknowledgement of the contribution of the Institution; and
- (f) provide an opportunity to take part in the annual evaluation of the SCT programme and a copy of the independently produced report which results from the same, (collectively, "Ongoing Support").

4. INSTITUTION'S OBLIGATIONS

4.1 During each Academic Year for the Agreement Term, the Institution will host the Club, and accordingly it shall:

- (a) and shall procure that the Institution Personnel shall, coordinate, organise and deliver using all skill and care an unexamined diverse programme of weekly Tutor-led activities with the goal of teaching Members new skills in accordance with the Objective, free of charge, held at its premises (or other premises to be agreed in writing with SCT in advance) on Saturdays, in order to inspire and engage such Members ("**Club Days**");
- (b) deliver up to 30 Club Days, but no less than 15 Club Days, each Academic Year;
- (c) ensure that Club Days offer Members the opportunity to produce artwork or other project work that can be exhibited at the Exhibition, e.g. self-portraits, and pay for transporting such works (in addition to the Members themselves in accordance with clause 4(e) and clause 12.2 of the Standard Terms and Conditions) to and from the Exhibition;
- (d) procure the services of suitably qualified individuals to tutor the Club;
- (e) bear the costs of the Club for the duration of this Agreement, save as outlined in clause 12 of the Standard Terms and Conditions, including the costs of the Tutors and any other Institution Personnel and transport for the Tutors (and any other Institution Personnel which are to attend) and Members to the Events, so that the Club is free to Members;
- (f) use reasonable endeavours to host Club Days on consecutive Saturdays in the academic term throughout the duration of each Academic Year;
- (g) use reasonable endeavours to recruit people aged 13 to 16 to sign up to the Club and become Members in accordance with the SCT Publicity Guidelines, a copy of which the Institution acknowledges by its signature to this agreement it has been provided with and which is available at any time on request from SCT;
- (h) ensure that SCT is credited as the charity behind the Club at all times, including in any material used by the Institution to publicise or advertise the Club, in accordance with the SCT Publicity Guidelines;
- (i) adhere at all times to the Policies, a copy of which the Institution acknowledges by its signature to this Agreement it has been provided with and which is available at any time on request from SCT;
- (j) shall (and shall procure that the Institution Personnel shall) perform its obligations under this Agreement (including those in relation to the Services (as defined in the Standard Terms and Conditions) in accordance with all applicable laws, statutes, regulations and codes from time to time in force ("**Applicable Laws**"), including but not limited to all such Applicable Laws in relation to the health and safety of the Members and Institution Personnel, and the safeguarding of the Members;
- (k) shall ensure that it has all Necessary Consents (as defined in the Standard Terms and Conditions) in place to provide the Services;
- (l) shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance, providing as a minimum the following levels of cover:
 - (1) public liability insurance with a limit of indemnity of not less than £10 million in relation to any one claim series of claims; and
 - (2) employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims,

(the "Required Insurances").

The cover shall be in respect of all risks which may be incurred by the Institution, arising out of the Institution's performance of this Agreement, including death or personal injury, loss or damage to property or any other loss. The Institution shall hold and maintain the Required Insurances throughout the Agreement Term and for a period of six years after the termination of the Agreement;

- (m) ensure that the Institution Personnel are suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged, that there is an adequate number of Institution Personnel to provide the Services properly and that only those people authorised by the Institution are involved in providing the Services and that all the Institution Personnel comply with the Policies;**
- (n) arrange for completion of the SCT Forms in respect of each of the Members who have subscribed to attend the Club Days at the beginning of the Academic Year and at the end of the Academic Year (as applicable depending on the relevant SCT Form), and send these to SCT promptly upon their completion, and send to SCT the contact details of the Members' parents/guardians and the Club Tutors at the beginning of the year in order:
 - (i) for SCT to evaluate attendance of the Club ("Evaluation Purposes"), to enable SCT to: (1) report details as to its participants to third parties including where required in accordance with its contractual obligations with funders and (2) carry out research and provide training in order to improve the delivery and quality of the various services and programmes offered within the Network;**
 - (ii) for SCT to compile and publish the Yearbook;**
 - (iii) for SCT to establish and maintain an alumni network for Members and their parents or guardians (the "Alumni Network");**
 - (iv) for SCT to send surveys to Members or their parents/guardians or school teachers for Evaluation Purposes;**
 - (v) for SCT to circulate information to the Members and / or parents/guardians regarding the Club, the Network and the Alumni Network;**
 - (vi) for SCT to otherwise comply with its legal or regulatory obligations and its obligations under this Agreement (including its obligations under 3.1 and 3.2 of this Collaboration Agreement);****
- (o) manage the Events, which are visits to London and its surrounding local areas, which shall include but not be limited to obtaining the requisite prior permissions to enable Members to lawfully attend from their parents or guardians, assuming sole and complete responsibility for the supervision of each Member at the Events (except where they are accompanied by their parents/guardians) and for compliance with all other Applicable Laws in relation to the health and safety of the Members and Institution Personnel at the Events;**
- (p) create and procure the creation of Club Materials by Members and send all such Club Materials requested by SCT to SCT promptly after such request. The Institution shall obtain consent from Members and or their parents or guardians for the use (both during and after the termination of this Agreement) of the Club**

Material for the Charity Purposes. By the provision of such Club Material to SCT, the Institution warrants to SCT that it has obtained such consent and that the Club Material can be lawfully used for such purposes;

- (q) use reasonable endeavours to procure that at least one Tutor attends the Network tutor meetings;
- (r) adhere to, and shall procure that all Institution Personnel adhere to, the Principles of the Network;

4.2 The Parties acknowledge and agree that the Institution has ultimate responsibility for the management and control of the Club for the purposes of safeguarding the Members and the health and safety of the Institution Personnel and the Members. Accordingly, and without prejudice to the generality of the foregoing, the Institution shall:

- (a) ensure that all Institution Personnel are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS);
- (b) monitor the level and validity of the checks under clause 4.2(a) for all Institution Personnel;
- (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out work with children or who may otherwise present a risk to Members.

4.3 The Institution agrees that it will not, for the duration of this Agreement, without prior written approval by SCT:

- (d) engage any third parties to provide Services in respect of Club Days on a long term, ongoing or repeat basis. For the avoidance of doubt, this does not preclude the Institution from engaging third parties to provide Services on a one-off basis subject to the notification obligation contained in 4.1; or
- (e) organise activities or events for Members other than on Club Days.

4.4 The Institution is and shall remain fully responsible for the performance of its obligations under this Agreement notwithstanding the appointment of any Institution Personnel and that it shall be responsible for the acts, omissions and neglects of all such Institution Personnel.

4.5 The Institution shall, and shall procure that the Institution Personnel shall, not do anything, or omit to do anything, which jeopardises or could jeopardise the reputation and integrity of SCT, the Club or the Network, or which otherwise brings or may bring any of the foregoing into disrepute.

5. INTELLECTUAL PROPERTY RIGHTS AND RELATED MATTERS

5.1 The Institution and SCT each acknowledge and agree as follows:

- (a) all rights in the Institution Marks set out in Schedule 1, and any other marks owned by the Institution as may be notified by the Institution to SCT in writing from time to time, including any goodwill associated with them, shall be the sole and exclusive property of the Institution and, save as expressly provided in this clause 5, SCT shall not acquire any rights in the Institution Marks, nor in any developments or variations of them; and

- (b) all rights in the SCT Marks set out in Schedule 1, and any other marks owned by SCT as may be notified to the Institution in writing by SCT from time to time, including any goodwill associated with them, shall be the sole and exclusive property of SCT, and, save as expressly provided in this clause 5, the Institution shall not acquire any rights in the SCT Marks, nor in any developments or variations of them.
- 5.2 The Institution acknowledges and agrees that all Intellectual Property Rights in the SCT Materials are and shall remain solely legally and beneficially owned by SCT and that the Institution acquires no rights title or interest in them save as set out in this clause 5.2. SCT hereby grants the Institution a non-exclusive, non-transferable and royalty-free licence to use all such rights in the SCT Materials for the purpose of the performance of its obligations under this Agreement, to the limited extent required for it to do so, for the duration of the Agreement Term. Such licence is not sub-licensable without the written prior consent of SCT and shall terminate upon termination of this Agreement or with immediate effect on written notice by SCT to the Institution at any time.
- 5.3 The Institution hereby irrevocably assigns, with full title guarantee and free from all encumbrances, all of its rights title and interest in all Intellectual Property Rights in the Club Materials, (collectively, "Club IP") to SCT for the full term during which the said rights, and any renewals or extensions, shall subsist. The Institution warrants that it owns or will own the Intellectual Property Rights in all Club Materials, other than those which are owned by Institution Personnel whom are not employees of the Institution ("Third Party Institution Personnel"), or Members. The Institution undertakes that it shall procure assignments with full title guarantee and free from all encumbrances of all rights, title and interest in all Club IP owned by Third Party Institution Personnel in favour of SCT, for the full term during which said rights and any renewals or extensions shall subsist, for nominal consideration.
- 5.4 The Institution agrees that it shall, and shall procure that the Institution Personnel shall, at its own expense, execute and deliver such documents and perform such acts as may reasonably be required by SCT for the purpose of giving full effect to clause 5.3 and otherwise to this Agreement, including but not limited to executing assignments to transfer Club IP from the Institution or Institution Personnel to SCT.
- 5.5 The Institution agrees that, during the course of the Agreement Term, it will not enter into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing whatsoever with any person or body which would or might affect, conflict with or otherwise prejudice this Agreement or the rights of SCT under it, or which would or might prejudice the Objective or the Institution's ability to run the Club in accordance with the terms of this Agreement.
- 5.6 The Institution warrants that it has the full right and title to license and to grant and hereby grants to SCT an irrevocable, non-exclusive, non-transferrable, worldwide, royalty free licence to use:
- (a) for the duration of the Agreement Term, the Institution Marks for the performance of its obligations under the Agreement and for the Promotional Purposes; and
 - (b) on a perpetual basis, the Tutor Materials, including but not limited to by way of publication of such Tutor Materials on the Platform, for the Network Purposes.

To the extent that the Institution Marks are included in any publicity material prepared by or on behalf of SCT for the Promotional Purposes during the Agreement Term, the Institution agrees that SCT, and any sub-licensee in accordance with clause 5.7, may continue to use the Institution Marks in such publicity material after the termination of the Agreement, and such limited licence to use the Institution Marks shall be on a worldwide, irrevocable, non-exclusive, non-transferrable, royalty free and perpetual basis.

- 5.7 SCT may sub-license the use of the Institution Marks, subject to the prior written approval of the Institution, for the Promotional Purposes during the term of this Agreement.
- 5.8 SCT may sub-license use of the Tutor Materials to the Network Members for the Network Purposes on a worldwide, irrevocable, non-exclusive, non-transferrable, royalty free and perpetual basis.
- 5.9 SCT will not use the Institution Marks in any publicity material it prepares for Promotional Purposes after the termination of this Agreement without the written consent of the Institution, save that it shall be entitled to refer to the fact of this collaboration without the need to seek such consent.
- 5.10 SCT warrants that it has full right and title to license and to grant, and hereby grants to the Institution, a non-exclusive, non-transferrable, irrevocable, worldwide, royalty free licence to use the SCT Marks, the Club IP and any materials which are made available for use in respect of the Club on the Platform, for the duration of the Agreement solely to the extent required for the performance of the Institution's obligations under the Agreement, to the limited extent required to do so. Any use of the SCT Marks other than in accordance with the SCT Publicity Guidelines, a copy of which is annexed to this Agreement, requires the advance written permission of SCT. In the event that SCT requests the Institution to cease use of the SCT Marks, Club IP or other materials reference in this clause 5.10 in any respect at any time in writing, the Institution must immediately do so.
- 5.11 The Institution shall not, and shall procure that all Institution Personnel shall not, copy or otherwise use the materials made available on the Platform (other than the Tutor Materials), or the SCT Materials, for any purpose other than to teach the Members online using the Platform or at Club Days. Nothing in this clause or Agreement shall be construed as preventing the Institution Personnel from using the Tutor Materials for any purpose, including but not limited to providing professional services to third parties outside of the Club.
- 5.12 The rights granted under this clause to the Institution may not be sub-licensed, transferred or assigned by the Institution without SCT's written consent.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

X - Please complete this section

We, the Institution, hereby confirm that we have read the SCT policies (<https://saturday-club.org/trust-policies/>), and have in place and will adhere to suitable policies to perform all of our obligations set out in this Agreement, including but not limited to (please initial the boxes to confirm):

Safeguarding and Equal Opportunities Policies	<input type="checkbox"/>
Our obligation to carry out appropriate checks on Institution Personnel in accordance with Applicable Laws, including clear DBS checks	<input type="checkbox"/>
Protection Policies as required by the Data Protection Legislation	<input type="checkbox"/>
Health and Safety Policies as required by Health and Safety Legislation	<input type="checkbox"/>
Obtaining consent from the Members or their Parents / Guardians in relation to use of Club Material by SCT, the SCT Supporters and the Institution.	<input type="checkbox"/>
Obtaining consent for Members to attend the Events	<input type="checkbox"/>

Executed as a deed by

THE SATURDAY CLUB TRUST

acting by

(PRINT NAME)

in the presence of:

Name: _____

(BLOCK CAPITALS)

Address: _____

Occupation: _____

.....

Director

.....

(SIGNATURE OF WITNESS)

X- Please complete this section

Executed as a deed by

[•]
acting by

(PRINT NAME)

in the presence of:

Name: _____

(BLOCK CAPITALS)

Address: _____

Occupation: _____

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Director

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(SIGNATURE OF WITNESS)