

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is dated 19 November 2015

PARTIES

The parties to this Memorandum of Understanding (**MoU**) are:

- (1) **BRISTOL CITY COUNCIL** of City Hall, College Green Bristol BS1 5TR (**BCC**).
- (2) **THE ARTS COUNCIL OF ENGLAND**, a charity incorporated by Royal Charter (charity registration number 1036733) of 2nd Floor, 21 Bloomsbury Street, London, WC1B 3HF (**ACE**)

1. BACKGROUND

- 1.1 BCC and ACE are both major funders of arts provision in the Bristol area and are committed to championing, developing and investing in artistic and cultural experiences which build stronger communities and enrich people's lives
- 1.2 The parties have agreed to collaborate to improve and streamline their arrangements for developing, supporting and monitoring the performance of arts and cultural providers in the Bristol City Council local authority area (**Arts and Cultural Organisations**).
- 1.3 The parties have not established and do not intend to establish any joint funding arrangements with Arts Organisations. Each party will continue to make its own decisions on the award of funding and each party will have a separate funding agreement with each Arts and Cultural Organisation that it funds.
- 1.4 The parties acknowledge that all activity and collaboration that takes place in the spirit of this MoU is subject to the separate priorities, goals and policies of each party.
- 1.5 The parties recognise that although in many instances they both provide funding to the same Arts and Cultural Organisations, there are instances where only one of the parties provides funding to a particular arts organisation.
- 1.6 The parties wish to record the basis on which they will collaborate with each other. This MoU sets out:
 - 1.6.1 the key objectives of collaboration;

- 1.6.2 the principles of collaboration;
- 1.6.3 the respective roles and responsibilities of the parties in relation to the monitoring of Arts and Cultural Organisations.

2. KEY OBJECTIVES

- 2.1 The parties agree to work collaboratively to achieve the following objectives (**Key Objectives**):
 - 2.1.1 Promote and maximise opportunities for the development of the arts and culture in the BCC area and opportunities for engagement by the public;
 - 2.1.2 Establish protocols to enable the sharing of knowledge and expertise to create efficiencies in processes for assessing funding applications and for monitoring the performance of funded arts and cultural providers;
 - 2.1.3 Reduce administrative costs for both parties in order to improve availability of funding for arts and cultural provision;
 - 2.1.4 Establish processes to avoid duplication of effort, particularly in relation to monitoring and support to co-funded providers;
 - 2.1.5 Consider the benefits of developing a self-evaluation framework for arts and cultural providers funded by the parties to assess their own performance and outcomes.

3. PRINCIPLES OF COLLABORATION

- 3.1 The parties agree to work together in accordance with the principles set out in this clause 2. The parties will:
 - 3.1.1 work together to establish a joint action plan that ensures activities are delivered and actions taken as required;
 - 3.1.2 Establish a named lead officer and contact for ensuring effective liaison and collaboration;
 - 3.1.3 take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
 - 3.1.4 Maintain an open approach to communicating openly about major concerns, issues or opportunities relating to the

collaborative working, including issues arising from the different policies or priorities of each party;

- 3.1.5 Agree a protocol for cascading privileged information shared under the terms of this MoU to other parties within the respective organisations;
- 3.1.6 work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.1.7 adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 3.1.8 act in a timely manner and respond accordingly to requests for support;
- 3.1.9 act in good faith to support achievement of the key objectives and compliance with these principles.

4. Representatives

- 4.1 The BCC Representative is: Laura Pye, Head of Culture, Bristol City Council, laura.pye@bristol.gov.uk, 0117 922 4084
- 4.2 The ACE Representative is: Phil Gibby Area Director, Arts Council England South West, phil.gibby@artscouncil.org.uk, 0117 9897765

5. Meetings and Review of arrangements

- 5.1 The parties will meet on a quarterly basis. No formal reports will be produced

6. Disputes

- 6.1 If either party has any issues, concerns or complaints about the collaborative working, or any matter in this MoU, that party will notify the other, and the parties will work in good faith to resolve any such issues, concerns or complaints.
- 6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to a jointly funded Arts Organisation or any aspect of this MoU, the matter shall be promptly referred to the Nominated Representatives. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the other party, without the prior approval of the Nominated Representatives).

6.3 Any response from either party must be provided within 5 working days of a request so that sufficient time is allowed to meet the statutory requirements of the Freedom of Information Act 2000. The final decision regarding disclosure of information will lie with the party to whom the request is made, subject to consultation with the other party.

7. Intellectual property

7.1 The parties intend that any intellectual property rights created in the course of the collaborative working shall vest in the party whose employee created them or in the case of any intellectual property rights created by employees of both parties the intellectual property rights shall vest jointly in both parties.

7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party shall grant a non-exclusive revocable licence to the other party to use that intellectual property for any purpose relating to this MoU.

8. Term and termination

8.1 This MoU shall commence on [date], and shall expire on 30 November 2019.

8.2 Either party may terminate this MoU by giving at least six months notice in writing to the other party.

8.3 Any breach of the MOU may lead to either party terminating the agreement without notice.

9. Variation

9.1 This MoU, including the Annex, may only be varied by written agreement of both parties.

10. General

10.1 Neither party may sub-contract, delegate or assign any of its rights or obligations under this MoU without the prior consent of the other party.

10.2 The parties agree to issue a joint press release on any significant events that are connected with the collaborative arrangements set out in this MoU.

10.3 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

11. Governing law and jurisdiction

11.1 This MoU shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed on behalf of

Signed on behalf of

Bristol City Council

The Arts Council of England

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date