

Memorandum of Understanding

between

Arts Council England

and

De Montfort University

This agreement is dated 12th May 2016

Parties

The parties to this Memorandum of Understanding ('MOU') are

(1) De Montfort University ('DMU') – of The Gateway, Leicester LE19BH

and

(2) Arts Council England, ('ACE') a charity incorporated by Royal Charter (charity registration number 1036733) of 2nd Floor, 21 Bloomsbury St, London WC1B 3HF

and collectively referred to as 'the Parties'.

Background

- 1.1 Both Arts Council England (ACE) and De Montfort University (DMU) are committed to championing, developing and investing in artistic and cultural experiences which build stronger communities and enrich people's lives. The policy context for each organisation is as follows:

Arts Council England: **Great Art and Culture for Everyone, 10-Year Strategic Framework 2010 – 2020**

http://issuu.com/artscouncilengland/docs/ac_10year_strategy_text_aw_for_pdf/1?e=9197550/5397621

De Montfort University: **Strategic framework 2015-2020**

<http://www.dmu.ac.uk/documents/about-dmu-documents/university-governance/strategic-framework-2015-2020.pdf>

- 1.2 Both ACE and DMU recognise their developmental role in relation to the 'place making' agenda, the 'public good' and 'promoting and improving' the city; both are committed to supporting educational outcomes around culture, graduate retention, the social and economic development of the city; both recognise the importance of Diversity and the Creative Case and the wellbeing of communities. It is in this context that we seek to deliver stronger outcomes through collaboration.

- 1.3 DMU and ACE also recognise a unique opportunity to explore the development of learning opportunities for both ACE staff and DMU students. This may take the shape of specifically targeted modules for ACE staff or ACE staff visiting the university as guest lecturers or possible secondments. Both parties recognise that there will need to be input from ACE's HR department with regard to these opportunities. It would be intended that any specific modules offered to ACE staff go beyond art form, heritage or arts administration to encompass social policy, the political, legal or economic context or new business models. Any modules would be developed in partnership.
- 1.4 Given ACE's commitment to the Creative Case for Diversity and DMU's commitment to supporting Leicester's diverse communities – both Parties recognise the importance diversity considerations being embedded throughout any collaborative activity.
- 1.5 Both parties acknowledge that all activity and collaboration taking place in the spirit of this MOU is subject to the separate priorities, goals and policies of each party and the terms of those shall take precedence over this MOU at all times.
- 1.6 Nothing in this MOU shall be deemed as or be understood as a commitment to provide funding.
- 1.7 The parties wish to record the basis on which they will collaborate with each other. This MOU sets out:
- The key objectives
 - The principles of collaboration
 - The potential respective roles and responsibilities
- 1.8 The purpose of this MOU is to enable the Parties to enter into a non-exclusive, non-legally binding, collaborative relationship for the purpose of furthering their common interests. The Parties intend to evolve a model of best practice, which may in time lead to opportunities to work with other public institutions throughout England.

2 Key Objectives

- 2.1 Place making; to promote and develop opportunities for the development of arts and culture in the city of Leicester and opportunities for engagement by the public. This may include animating the cultural quarter, the heritage offer and the promotion of Leicester as a global cultural city.**
- 2.2 Cultural education; to work together to promote and support the engagement of young people in the city in cultural education and contribute to improved cultural education achievement.**
- 2.3 Graduate retention; to work together to support and promote opportunities for graduate retention related to cultural activity.**
- 2.4 Skills development and knowledge exchange – to explore the opportunities for DMU accredited modules for ACE staff, lecturing opportunities and knowledge exchange.**

3. Principles of Collaboration

The Parties agree to work together in accordance with the following principles:

- 3.1 To collaborate and co-operate – ensuring agreed activities are delivered and actions taken as required.**
- 3.2 To maintain an open approach to communicating about concerns, issues or opportunities relating to collaborative working, including issues arising from the different policies or priorities of each party.**
- 3.3 Take on, manage and account to each other for performance of respective roles and responsibilities as set out in this MOU.**
- 3.4 Work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce costs.**
- 3.5 Adhere to statutory requirements and best practice; comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.**

- 3.6 To act in a timely manner, recognising where activity is time critical and responding accordingly to requests for support.
- 3.7 Act in good faith to support the achievement of the key objectives and compliance with these principles.

4. Branding and communications

- 4.1 The partners will agree a shared branding and communications approach for relevant activity.
- 4.2 Both partners will inform the other prior to any sensitive messages emerging that might impact on the other organisation.

5. Intellectual Property

- 5.1 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.
- 5.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 3 above, that party shall grant a non-exclusive irrevocable licence to the other party to use that intellectual property for any purpose relating to this MOU.

6. Status

- 6.1 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the parties from this MOU. The Parties enter into the MOU intending to honour all their obligations.
- 6.2 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.

6.3 This MOU can be modified at the request of either party concerned, following written agreement between both parties.

6.4 Any dispute arising from the interpretation or implementation of this MOU shall be resolved amicably and expeditiously by consultation or negotiation between the Parties.

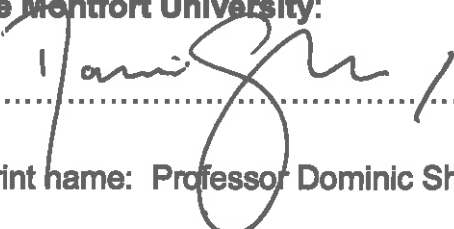
7. Term and termination

7.1 This MOU shall commence on 12th May 2016, and shall expire on 11th May 2019.

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

7.3 Any breach of the MOU may lead to either party terminating the agreement immediately with one weeks' notice and for the avoidance of doubt, without any liability falling on either party.

Signed for and on behalf of
De Montfort University:


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Print name: Professor Dominic Shellard

Position: Vice Chancellor

Signed for and on behalf of
Arts Council England:


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Print name: Darren Henley

Position: Chief Executive