

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is dated

### **PARTIES**

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

- (1) **THE CORNWALL COUNCIL**, of County Hall, Treyew Road, Truro TR1 3AY (**‘CC’**).
- (2) **CORNWALL AND ISLES OF SCILLY LOCAL ENTERPRISE PARTNERSHIP**, of Pydar House, Pydar Street, Truro, TR1 1XU (**‘The LEP’**)
- (3) **THE ARTS COUNCIL OF ENGLAND**, a charity incorporated by Royal Charter (charity registration number 1036733) of 21 Bloomsbury Street, London WC1B 3HF (**‘ACE’**)
- (4) **THE NATIONAL LOTTERY HERITAGE FUND** , a charity incorporated by Royal Charter National Heritage Memorial Fund, The National Lottery Heritage Fund, 7 Holbein Place, London SW1W 8NR (**‘NHLF’**)
- (5) **HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND**, 29 Queen Square, Bristol, BS1 4ND (**‘HE’**)

The above parties are collectively known as the Culture Investment Board (**‘CIB’**).

### **1. BACKGROUND**

1.1 CC, ACE, NHLF, HE and the LEP are all major investors in cultural provision in Cornwall and are committed to further developing the role played by arts and culture in terms of place-making, economic growth and social cohesion to support Cornish cultural distinctiveness.

1.2 The parties have agreed the following areas as the principal focal points of their work:

**RESILIENCE:** (Prosperity) developing new, sustainable long-term financial models for Cornwall’s arts and cultural economy to achieve inclusive growth, productivity-led growth leading to great careers, innovation & creativity.

**PLACE:** (Place) using arts and cultural development as a means to achieving positive economic and social change in agreed locations across Cornwall to support vibrant communities and a strong global presence.

**IDENTITY:** (People) building on UK Parliament's recognition of national minority status for the Cornish, the Cornish language and Cornish cultural distinctiveness, fostering a shared sense of place, pride and confidence in communities across Cornwall, meeting the UK's obligations under the Framework Convention for National Minorities.

- 1.3 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 Cornwall (**Arts and Cultural Organisations**).
- 1.4 The parties have not established and do not intend to establish any joint funding arrangements with Arts and Cultural 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 and nothing in this MoU shall fetter the future decision-making powers of each party to it or the ability of each party to enter in to any similar collaboration or discussion with others that are not a party to this MoU.
- 1.5 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. In the event of conflict, each party shall be free to treat its own priorities, goals and policies as taking precedence.
- 1.6 The parties recognise that although in many instances they all provide funding to the same Arts and Cultural Organisations, there are instances where only one of the parties provides funding to particular Arts and Cultural Organisations.
- 1.7 The parties wish to record the basis on which they will collaborate with each other. This MoU sets out:
  - 1.7.1 the key objectives of collaboration;
  - 1.7.2 the principles of collaboration; and,
  - 1.7.3 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 a common purpose and shared vision through the CIB to achieve the following objectives (**Key Objectives**):

- 2.1.1 work strategically to have better informed decisions around investment, to ensure efficiencies and maximising impact by establishing processes to avoid duplication of effort, particularly in relation to monitoring and support to co-funded providers and ensure maximum value of public funds.
- 2.1.2 promote and maximise opportunities for the development of arts and culture in Cornwall and opportunities for engagement by the public;
- 2.1.3 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;
- 2.1.4 consider the benefits of developing a self-evaluation framework for cultural providers supported by the parties to assess their own performance and outcomes.
- 2.1.5 all parties will work collaboratively towards common outcomes which will sit under the strategy.

## **3. PRINCIPLES OF COLLABORATION**

The parties agree to work together in accordance with the principles set out in this clause 3. The parties will:

- 3.1.1 work together to support the delivery of Cornwall's Culture White Paper, future culture strategies for Cornwall and any other shared strategic activity as mutually agreed with the CIB;
- 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; and,
- 3.1.9 act in good faith to support achievement of the key objectives and compliance with these principles.

#### **4. Representatives**

- 4.1 The CC Representatives are: Kate Kennally, Chief Executive
- 4.2 The LEP representative is: Glenn Caplin, Chief Executive
- 4.3 The NHLF representative is: Ros Kerslake OBE, Chief Executive
- 4.4 The ACE Representative is: Darren Henley OBE, Chief Executive
- 4.5 The HE Representative is: Duncan Wilson OBE, Chief Executive

#### **5. Meetings and Review of arrangements**

The parties will meet on a bi-annual basis. No formal reports will be produced but minutes of the meetings will be recorded and made available to all Representatives of the CIB.

#### **6. Disputes**

- 6.1 If any 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 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 either party, without the prior approval of the Nominated Representatives.

- 6.3 Any response from any 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 parties.

## **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 all parties the intellectual property rights shall vest jointly in all parties.

- 7.2 Where any intellectual property right vests in any party in accordance with the intention set out in clause 7.1 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.

## **8. Term and termination**

- 8.1 This MoU shall commence on **13/02/2019**, and shall expire on 31 March 2022.
- 8.2 Any 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 any party terminating its agreement to the MoU without notice.

## **9. Variation**

- 9.1 This MoU may only be varied by written agreement of all 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 parties.
- 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 any party as the agent of the other party, nor authorise any of the parties to make or enter into any commitments for or on behalf of the other party.
- 10.4 Each party undertakes to comply with the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals which are now or in the future in force.
- 10.5 Each party undertakes to comply with any laws in force for the time being including all laws and regulations applicable to their activities under this MoU.

**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

**The Cornwall Council**

**Cornwall & Isles of Scilly Local  
Enterprise Partnership**

by:

by:

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Signature of authorised officer

Signature of authorised person

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Name of authorised officer (please print)

Name of authorised person (please print)

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Date

Date

Signed on behalf of

Signed on behalf of

**The Arts Council of England**

by:

**The National Lottery Heritage Fund**

by:

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Signature of authorised officer

Signature of authorised person

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Name of authorised officer (please print)

Name of authorised person (please print)

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Date

Signed on behalf of

**Historic England**

by:

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Signature of authorised officer

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Name of authorised officer (please print)

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Date