



Memorandum of Understanding

Between

The Arts Council of England

and

The Canal & River Trust

in respect of Arts and Culture on the Waterways from 22 July 2021 to 22 July 2026

Memorandum of Understanding

This Memorandum of Understanding (“**MoU**”) is dated the 22 day of July 2021

Between:

(1) **THE ARTS COUNCIL OF ENGLAND (“ACE”)** of 2nd Floor, 21 Bloomsbury Street, London WC1B 3HF.

(2) **CANAL & RIVER TRUST (the “Trust”)**, a registered charity (registration number 1146792) of Station House, 500 Elder Gate, Milton Keynes, MK9 1BB.

and collectively referred to as “the Parties”.

1. Agreement

1.1 This MoU governs the working relationship between the Parties in respect of Arts and Culture on the Waterways (“the **Programme**”).

1.2 The Parties will deliver the Programme as set out in Annex 1 (the “**Programme Outline**”),

1.3 The primary objective of the Programme is to enable people to engage with art and culture around waterways in England.

2. The Parties

1.1 ACE is the national development agency for creativity and culture. The organisation invests funds and grows skills, knowledge, and networks to help establish the conditions in which creativity and culture can flourish across England. ACE conducts research, gives expert advice, promotes partnership and nurtures activities to help the creative and cultural sector develop. ACE’s Strategy for 2020-30 is built around three major outcomes: Creative People; Cultural Communities and a Creative & Cultural Country and four Investment Principles: Ambition & Quality; Inclusivity & Relevance; Dynamism and Environmental Responsibility.

1.2 The Trust looks after and brings to life 2,000 miles of waterways, because it believes that life is better by water. With ever increasing rates of obesity, stress and declining mental health in the UK, the Trust is uniquely placed to make a significant contribution to improving the wellbeing of millions of people. Canals and rivers run through some of the most heavily populated communities in England and Wales, providing accessible green and blue space where it’s needed the most. That’s why the Trust works with volunteers and communities across England and Wales to transform canals and rivers into spaces where local people want to spend time, feel better and restore.

3 Context: Creating a catalyst for change: the nation's longest cultural place

3.1 Along 2,000 miles of urban and rural waterways, in museums and visitor centres, at key engineering sites, and on boats large and small, the Trust's unique places, accessible to all, inspire artists, people and practitioners to co-create. Overall, its activities contribute to a creative and cultural country that celebrates diversity. Installations, concerts, plays, creative workshops, outdoor galleries, indoor exhibits, floating libraries, street art, and reflections of the Canal Laureate are all activities that the Trust has produced regularly and successfully with professional and voluntary arts partners. Measured by The Audience Agency over the past six years, more than 81% of those surveyed said they were more likely to visit waterways if there were arts events. Once on site three quarters visited other parts of the canal and 71% said the arts made the Trust feel more relevant. These statistics highlight the significance of arts and cultural activities for visitors to waterways.

3.2 However, there is so much more to do to enable arts and culture to bring health and urban regeneration to places with canals and rivers. ACE's latest strategy ("Lets Create: ACE Ten Year Strategy") recognises the vitality of culture for every town, village and city. The Trust's waterways are at the heart of many communities that are often remote from diverse cultural experiences. Co-created arts activity will exemplify changes in how the Trust will work, from releasing the therapeutic power of being creative on the waterways to capitalising on external opportunities such as the strong relationships forged with Coventry UK City of Culture 2021 and the Birmingham 2022 Commonwealth Games, as well as Trust-led programmes such as Super Slow Way and the Hinterlands programme.

4 Purpose of this partnership

4.1 This partnership and the Programme recognises the vital role of creative practitioners and cultural organisations in the nation's recovery. Working through The Trust's regional teams, new arts and cultural programmes will start with research and decisions about which communities and what places. Along prioritised waterway corridors, the Trust will work with professional artists, amateurs and voluntary arts groups to inspire thousands of people, the young in particular, to co-create within their communities. Areas facing socio-economic disadvantage, disconnected from creative hubs and opportunities, will be prioritised with thousands of local people connected to their canal by talented local artists. The partnership aims to transform places, develop audiences, improve wellbeing and make life better by water.

5 Monitoring, Evaluation and Outcome

5.1 All activity within the Programme will be evaluated using a new process developed by The Audience Agency and the Trust's Impact & Insights team. This will enable a national and comparative approach to qualitative and quantitative data collection and analysis of audiences, participants, and artistic activity. The resulting insights will shape future ways of programming for a range of audiences and participants. The Trust will share findings and data with other national agencies with equivalent agreements with ACE and in compliance with all relevant GDPR legislation and regulations as set out in clause 10 to this MoU.

5.2 The evaluation process has been designed to capture the wide range of potential impacts related to the Programme and the Trust's overarching Outcome Measurement Framework. The outcomes describe the particular impact the Programme aims to see from activities, articulated through a theory of change approach. Relevant metrics are used to describe what will be measured to understand if the outcomes are being achieved.

6 Funding

6.1 The programme will require resourcing, including the salary and on-costs of the delivery team within The Trust, the delivery of projects including but not limited to community collaboration and artist commissions.

6.2 The Trust's fundraising unit will develop a plan to support delivery of its arts and cultural ambitions. It will work on major bids to funders including ACE and larger national trusts and foundations as well as advise the Trust's regional staff on making applications to local and regional funders. The team will also produce appealing prospectuses targeting specific corporates and major donors to further develop income from a range of sources.

6.3 Whilst the Trust intends to seek funding from ACE throughout the five years of the Programme, the Trust accepts that such receipt of funding from ACE cannot be guaranteed. The Programme objectives may need to be adjusted to suit the level of resources available. Each application will be considered on its own merits in accordance with ACE policies and procedures.

7 Peer Network

7.1 In order to share learning about creative commissioning and the role of arts and culture, the Parties will commit to participation in a network of peer agencies. These agencies may include without limitation: the Trust, Forestry England and the National Trust.

7.2 Between these agencies there shall be a joint undertaking to host an annual event reflecting upon highlights from their respective programmes and sharing audience insights and other intelligence for future programming.

8 Programme Management and Monitoring

8.1 The Programme will be led by a national Arts & Culture Partner at the Trust, working with a small team of freelancers and nominated arts partners, including ACE's National Portfolio Organisations to cover northern England, the Midlands and London and the South East of England.

8.2 An internal community of practice group, including senior managers and operational staff within the Trust, will provide strategic and operational guidance.

- A trustee from the Trust will be nominated to act as a Programme champion, conditional upon their commitments and interest in doing so.

- The Programme will be advised by the **Cultural Heritage Advisory Group** with arts expertise as required.

8.3 The Trust will continue to have a national lead manager at ACE and relevant Trust regional managers will liaise with nominated ACE relationship managers.

8.4 Each successful award of funding for the purposes of the Programme shall be issued by means of a funding agreement and set of terms and conditions. The Trust shall comply with the reporting and monitoring requirements as therein set out for each award.

9 Action Plan, Reporting and Evaluation

9.1 Following the commencement of this MoU, The Trust will finalise an Action Plan which shall include a funding and evaluation plan. Findings from the Trust's research and insights team will inform a review report halfway through the term as set out in clause 13.

9.2 This Action Plan will be attached as Annex 2 to this MoU once completed and shall be deemed as part of this MoU.

10 Good Partners Agreement

10.1 ACE and the Trust will each, as appropriate, inform the other partner prior to any sensitive messages emerging that might impact upon each organisation.

10.2 Both parties will share information with each other about any relevant agreements with third parties as appropriate, and in accordance with law.

10.3 Both parties will observe confidentiality as required in relation to shared information which is not in the public domain.

10.4 ACE is a 'public authority' for the purposes of the Freedom of Information Act 2000 ('the FOI Act'). Subject to certain exceptions, ACE is required to supply information to members of the public upon request. This potentially includes any information that relates to activity conducted under the terms of this MoU. The Trust agrees to notify ACE as soon as possible if it considers any information it gives ACE to be confidential or covered by one or more of the other FOI Act exceptions. However ACE will make the decision or disclosure in accordance with the FOI Act and the Trust accepts that ACE will not be liable for any loss or damage the Trust may suffer from such a disclosure of information under the FOI Act. This clause will not affect the rights of the Trust under the Data Protection Act 1998. The Canal & River Trust is also a 'public authority' under the FOI Act, so this provision will be reciprocal.

11 Information Provision, Retention and Access

11.1 For the purposes of this clause 7, the term "confidential information" shall include, but shall not be necessarily be limited to all information which is not publicly known including any information relating to each Parties' employees, any trade secrets, know-how or other commercially sensitive information.

11.2 Both during the term of this MoU and after its termination, both Parties shall treat as confidential and shall not (other than in the proper provision of the Programme) use or disclose to any person, firm, or company, any confidential information belonging to the other Party or its clients/suppliers/customers nor permit its use or disclosure, except as provided in this clause 7.

11.3 The Parties agree to at all times comply with Data Protection Legislation. Data Protection Legislation shall mean (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ('GDPR') is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 and other applicable laws that regulate the use of privacy of personal data.

11.4 The Parties recognise that ACE is subject to the provisions of the Freedom of Information Act 2000 and Environmental Information Regulations 2004. The Trust will act reasonably in assisting ACE in answering any requests for information they receive under this legislation. The Canal & River Trust is also a 'public authority' under the FOI Act, so this provision will be reciprocal.

11.5 Nothing in this clause 7 prevents the release of information:

- a) where its release is required by legislation, including the Freedom of Information Act or Freedom of Information Act, or an order of a competent court or tribunal; or
- b) to a Party's professional advisers or auditors (including the National Audit Office), under appropriate conditions of confidentiality.

11.6 ACE will keep such records and information relevant to the administration of the Programme which are being provided as are appropriate or are necessary for the effective operation of this MoU. ACE will retain all documentation relating to the Trust and the Programme for a minimum period of seven years following the completion of the Programme.

11.7 The information or data shared should be stored securely and should not be further disclosed to third parties without the express permission of ACE and/or the Trust.

11.8 At the end of the Programme, all information provided by the Parties should be returned to each other or disposed of securely as directed by the other.

12 Branding and publicity

12.1 Stakeholder engagement and publicity for the Programme will be carried out collaboratively between both of the Parties.

13 Conflicts of Interest

13.1 The Parties shall follow their existing procedures in resolving matters where conflicts of interest or a potential conflict arising between their staff and any contractor or other party who may receive benefit from the Parties' expenditure on the Programme arises.

13.2 In particular, ACE will be responsible for managing any conflicts of interests or potential conflicts of interests that arise during its handling and assessment of applications, including where external expertise is being sought.

14 Conflict of Terms

13.1 In the event of a conflict of terms as set out in this MoU, to that as set out in the funding agreement(s) for the delivery of the Programme, the terms of the funding agreement(s) shall take precedence.

15 Period of MoU

15.1 This MoU will commence on the date hereof and will remain in force for five years, unless the Programme is terminated or completed prior to this date.

15.2 This MoU shall be reviewed by both Parties after 2.5 years of its commencement.

16 Status of MoU

16.1 This MoU records a formal agreement between the Parties and the Parties acknowledge this MoU does not create a legally binding contract.

16.2 This MoU replaces and supersedes any existing MoUs between the Parties in relation to the Programme.

17 Amendments

17.1 Amendments to this MoU may be proposed at any time by either party and will take effect when agreed. Amendments will be expressly agreed in writing and signed by both Parties. Any agreed amendments will be appended to this MoU.

16 Dispute Resolution

16.1 The Parties will in good faith attempt to negotiate a resolution to any matter of dispute between them. In the event of a difference or dispute about any matter relating to the operation of this MoU which cannot be resolved at working level, the matter will be referred to appropriately senior officers in each organisation. Finally, it will be referred to the ACE Chief Executive and the Trust Chief Executive for resolution.

17 Counterpart

17.1 This MoU may be signed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all the counterparts shall together constitute the one MoU.

Signatures:

Name of authorised officer: Darren Henley

Title of authorised officer: Chief Executive

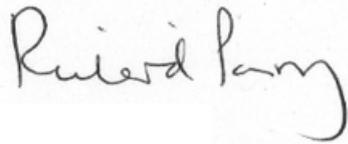
A handwritten signature in black ink, appearing to read 'Darren Henley', with a horizontal line underneath.

Signature:

for and on behalf of **The Arts Council of England**, of 21 Bloomsbury St,
Bloomsbury, London WC1B 3HF

Name: Richard Parry

Title: Chief Executive

A handwritten signature in black ink, appearing to read 'Richard Parry', with a horizontal line underneath.

Signature:

for and on behalf of **The Canal & River Trust**, of Head Office, First Floor North,
Station House, 500 Elder Gate, Milton Keynes, MK9 1BB

ANNEX 1

The Programme Outline

1 Partnership Principles and Aims

1.1 The Programme will enable many more sustainable connections between the Trust and the arts and cultural community in England. It is an active tool to help generate a new wave of high-quality arts engagement programmes led by the Trust's six regions. Regional teams will work with fundraising managers to seek support through ACE and other funders and to forge new relationships with ACE's National Portfolio Organisations.

Key partnership principles will underpin the Programme. These are:

- **Artistic Quality and Ambition:** to work with high quality creative practitioners across art forms and support upcoming practitioners with potential to excel, enabling the development of quality processes, arts and culture;
- **Capitalise on being local:** to build closer, more relevant connections with communities, particularly those places that are underserved or overlooked;
- **Collaborative and dynamic:** to nurture more co-creation and work with inventive practitioners, collectives and communities;
- **Environmental sustainability:** to follow the defined environmental responsibilities of the two parties and to leave as small a carbon footprint as possible whilst highlighting the importance of environmental responsibility to people and communities.

1.2 The specific aims of the Trust's arts and culture programme are to:

- **Open up new opportunities** for artists, freelancers, children, young people and families to co-create new arts on the waterways projects and activities.
- **Attract and connect a more diverse** range of supporters, visitors, audiences, families, volunteers, artists and workers to the Trust's waterways and museums.;
- **Deliver beauty on the doorstep**, creating spaces and places that communities can be part of, enjoy and be proud of to encourage wider use of the waterway network;
- **Create a sense of belonging through participatory arts activities** where communities will be an integral part of the process, increasing collective care of their local canal;
- **Enhance five ways to wellbeing** where arts and communities can flourish by water and connect with nature;

- **Create new local, regional and national partnerships** bringing together arts, environmental and wellbeing organisations.

2 Target Locations

2.1 These guiding principles, themes and aims will guide the growth of arts programmes in the Trust's priority areas: Burnley, Sefton, Smethwick, Sheffield, Leicester, Tottenham, Brent, Walsall and Coventry.

2.2 Where possible and relevant Canal & River Trust will seek to develop partnerships in ACE's priority places. ACE will support the Trust in this by advising and proposing collaborations.

2.3 Neither 2.1 nor 2.2 exclude the possibility of delivering programmes in other places across England.

ANNEX 2

The Action Plan