



Memorandum of Understanding

Between

The Arts Council of England

and

Forestry England

in respect of Forestry England's Contemporary Arts Programme

from 8 October 2021 to 8 October 2026

Memorandum of Understanding

This Memorandum of Understanding (“**MoU**”) is dated the 08 day of October 2021

Between:

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

(2) FORESTRY ENGLAND (“FORESTRY ENGLAND”), of 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ

and collectively referred to as “**the Parties**”.

1. Agreement

1.1 This MoU governs the working relationship between the Parties in respect of Forestry England’s Contemporary Arts Programme (“**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 the arts and culture in forests 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 Forestry England cares for more land and trees than any other organisation in England. The forests care for us. Together we care for forests. For over 100 years, we have been growing, shaping and caring for over 1,500 of our nation’s forests for the benefit and enjoyment of all, for this generation and the next. Forestry England’s contemporary arts strategy provides a foundation to co-create extraordinary and ambitious arts and cultural projects and events which connect everyone with the nation’s forests, change perspectives and inspire action about the future of our environment.

3 Context

3.1 Forestry England will work with ACE's Lets Create strategy to creatively implement and connect audiences with its 'Growing the Future' strategy. 'Growing the Future' focuses on Wildlife, People's Connection to Nature and Climate. Forestry England sees its contemporary arts programme as an integral way to creatively explore and connect audiences with these priorities, and a mechanism through which the organisation can lead the conversation at the intersection of art, design and environmental issues.

3.2 Together we believe that art and culture inspire us, bring us together and teaches us about the world around us, including how to care more for the environment. We believe that woods and forests are vital places for creative practitioners to work and for audiences of all kinds to encounter and engage with arts and culture. Together we seek to create exciting and fulfilling experiences that will present the best of contemporary arts and cultural practice within England's forests to excite and inspire audiences from all backgrounds. The partnership between ACE and Forestry England supports achieving these goals, supporting creativity in relation to England's forests, enabling more people to have active creative lives within a Forest and embedding knowledge and understanding about wildlife, climate and ecology that emerges from forests into the creativity we support.

4 Purpose of this partnership

This partnership recognises the vital role of creative practitioners, cultural organisations and natural spaces in the nation's recovery from the Covid-19 pandemic and beyond. The purpose of the partnership is to support the creation of ambitious new projects that brings together creative practice in forest locations across England. In connection with our respective strategies, presentation of work will connect with, but not be limited to, climate, biodiversity, rewilding, mental health and wellbeing. We will look to develop current and future audiences with consideration of these issues.

5 Monitoring, Evaluation and Outcome

5.1 All activity within the Programme will be subject to evaluation using a range of tools including Forestry England's own internal processes. Benchmarking processes with other similar organisations will also be utilised, specifically focussing on those art programmes and organisations that have a parity with the work of Forestry England.

5.2 This will enable a national and comparative approach to qualitative and quantitative data collection and analysis of audiences, participants and creative activity. The resulting insights will shape future ways of programming for a range of

audiences and participants. Forestry England will share data and findings with other national agencies with equivalent agreements with ACE and in compliance all relevant GDPR legislation and regulations as set out in clause 10 of this MoU.

5.3 The evaluation process will be designed to capture the wide range of potential impacts related to the aims of this Programme and Forestry England's wider strategic plans.

6 Funding

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

6.2 Forestry England's corporate sponsorship and fundraising teams will work to develop a plan to support delivery of its arts and cultural ambitions. Major bids to funders including ACE and larger national trusts and foundations will be submitted and advice to Forestry England's regional staff on making applications to local and regional funders will be given by the National Contemporary Arts Manager. An appealing prospectus targeting specific corporates and major donors to further develop income from a range of sources will be developed.

6.3 Whilst Forestry England intends to seek funding from ACE throughout the five years of the Programme, Forestry England accepts that 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: Canal & River Trust 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 and managed by the National Contemporary Arts Manager working with a small team of regional colleagues, freelancers and nominated arts partners, including ACE's National Portfolio Organisations to cover the areas of England: London, Midlands, the North, South West, and the South East.

8.2 The Programme will be advised by an advisory panel with expertise from Forestry England, and expertise from individuals working in the arts, sciences and culture to ensure the Programme fulfils its ambitions of being at the cutting edge of arts and environmental issues.

8.3 Forestry England will continue to have a national lead manager at ACE and relevant Forestry England 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. Forestry England 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, Forestry England will finalise an Action Plan which shall include a funding and evaluation plan. Findings from Forestry England's district arts champions 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 Forestry England will each, as appropriate, inform the other partner prior to any sensitive messages emerging that might impact upon each organisation.

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

10.3 The 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. Forestry England 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 on disclosure in accordance with the FOI Act and Forestry England accepts that ACE will not be liable for any loss or damage Forestry England may suffer from such a disclosure of information under the FOI Act. This clause will not affect the rights of Forestry England under the Data

Protection Act 2018. Forestry England 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 11, 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 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. It is not anticipated that any personal data would be shared under the arrangements foreseen by this MoU. In the event that personal data is to be shared between the Parties, a data sharing agreement will be entered into in order to ensure compliance with Data Protection Legislation.

11.4 Nothing in this clause 11 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.

11.5 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 Forestry England and the Programme for a minimum period of seven years following the completion of the Programme.

11.6 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 Forestry England.

11.7 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 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 any 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 that this MoU does not create a legally binding contract.

16.2 The Parties agree that they shall enter into this MoU intending to honour all of their obligations and both agree to act in good faith and work collaboratively to achieve the purpose of this MoU.

16.3 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 Forestry England 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 of authorised officer: Mike Seddon

Title of authorised officer: Chief Executive

A handwritten signature in blue ink, appearing to read 'Mike Seddon', with a horizontal line underneath.

Signature:

for and on behalf of **Forestry England**, of 620 Bristol Business Park, Coldharbour
Lane, Bristol BS16 1EJ

ANNEX 1

The Programme Outline

1 Partnership Principles and Aims

1.1 ACE and Forestry England will seek to apply respective mutual goals to the partnership. ACE's Investment Principles of Inclusivity and Relevance, Environmental Responsibility, Ambition and Quality and Dynamism will be a focus of proposals and will support the development of Forestry England's key objectives.

1.2 Key objectives for the arts activity, aligned with Forestry England's organisational goals are:

- Superb Forests;
- Increasing Natural Capital;
- Telling our Story;
- High quality Investments and Sustainable Finance and;
- Being an Outstanding Organisation.

1.3 In addition, Forestry England's Recreation and Marketing Strategy will build brand awareness, to drive visits and to grow brand advocacy:

- To tell Forestry England's story and enhance brand awareness and brand advocacy through innovative and high-quality artworks and cultural experiences;
- To enable Forestry England to diversify and broaden its visitor base, ensuring a greater diversity of people connect with the nation's forests through arts and cultural experiences, with specific attention being given to priority audiences;
- To take the lead on exploring the impact of climate change on our futures through the arts;
- To provide a measurable return on investment for Forestry England by commissioning and enabling arts and cultural activities which deliver against organisational priorities, leveraging further investment and/or by driving visits and increasing spend on site through commercial creative events;
- To enhance wellbeing initiatives by offering added value for forest visits and encouraging individuals from every background to express their creativity;
- To enrich Forestry England's employees' day-to-day experience of work through engagement with creative practitioners, cultural producers and arts initiatives;

- To offer arts organisations, artists and audiences opportunities to work with the distinctive sites, locations and histories of the nation's forests.

2 Target Locations

2.1 These guiding principles, themes and aims will guide the growth of arts programmes across Forestry England estates across England.

2.2 Forestry England will strategically position work in places with little access to nature, and low natural engagement such as inner-city areas, to enhance people's lives through engagement with arts, culture and forests.

2.3 Where possible and relevant, Forestry England will seek to develop partnerships in ACE's priority places. ACE will support Forestry England in this by advising and proposing collaborations.

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

3 Equality Objectives

3.1 Forestry England will aim to embed ACE's Equality Objectives into the Programme.

3.2 The Parties will work collaboratively to ensure that people holding Protected Characteristics who have previously been overlooked and people living in places with the least access to arts and culture and Forests are prioritised through The Programme.

3.3 This will be supported by Forestry England drive to promote equality and inclusion across all their sites and activities. Initiatives such as 'Rainbow Canopy' which focuses on LGBTQ+ engagement and strategies that foster cultural, ethnic and religious diversity, will be embedded into the Contemporary Arts Programme.

4 Environmental Responsibility

4.1 The climate crisis is one of society's most pressing issues globally and England's forests and woodlands are a site of significant relevance to this issue. Opportunities to connect with local biodiversity, climate, energy and waste abound.

4.2 This MoU represents a shift in development of this agenda. It will result in the production of work which is responsive to the local environment in a low impact approach and communicate the importance of environmental responsibility with partners and audiences through Forestry England leadership in this area. Forestry England ensures that everything it does to care for the nation's forests and woodlands leaves as small a carbon footprint as possible.

4.3 Forestry England has committed to meaningfully reducing its greenhouse gas emissions en route to being net-zero by 2030. This means innovating and changing how things are done to optimise energy use. The Programme will operate in accordance with the guidelines set by Forestry England and harness the opportunity to lead the conversation around art production and its intersection with environmental responsibility.

4.4 Forestry England will explore the use of organisations such as Julie's Bicycle's Creative Green Tools alongside Forestry England's own carbon capture tools.

4.5 ACE will advocate the work of Forestry England in relevant contexts and during future opportunities for promoting environmental responsibility in the arts and cultural sector.

ANNEX 2

The Action Plan