

7 November 2018



(1) University of Southampton

(2) Arts Council England

MEMORANDUM OF UNDERSTANDING

Arts & Culture 2018-2021

Legal Services
University of Southampton
George Thomas Building (B37)
Highfield Campus
Southampton
SO17 1BJ
(Our Ref: TJC/13649/MoU ACE & UoS)

This **MEMORANDUM OF UNDERSTANDING** dated 7 day of November 2018

BETWEEN

- 1) **University of Southampton**, a Company registered by Royal Charter (Co Regn No: RC000668) of Highfield Campus, Southampton SO17 1BJ (**'UoS'**)

and

- 2) **Arts Council England**, a charity incorporated by Royal Charter (charity registration number 1036733) whose registered address is 2nd Floor, 21 Bloomsbury St, London WC1B 3HF (**'ACE'**)

PURPOSE OF THIS MEMORANDUM

This Memorandum of Understanding (**'MoU'**) sets out the principles and already settled areas of co-operation between the University of Southampton and Arts Council England.

The MoU will be reviewed three years after the date of its signing.

BACKGROUND

- A) UoS is a higher educational institution situated in Southampton and Winchester and home to the 'John Hansard Gallery', 'Turner Sims' and Winchester School of Art.
- B) Part of the UoS's arts and culture strategy is to contribute to Southampton's growing reputation and animate the city through its inspiring arts and culture programme, increasing access and engagement by placing students, staff and diverse communities at the centre of its plans.

- C) ACE's remit includes the championing and development of and investment in, artistic and cultural experiences that enrich people's lives.
- D) Both UoS and ACE have a shared commitment to developing high quality arts and culture provision in Southampton and the region, embedding creativity as an essential part of everyday life for everyone, particularly for children and young people.
- E) Through this MoU, both parties agree to:
- I) work together to: increase accessibility to, inclusion in and engagement with arts and culture activity in Southampton and surrounding areas; and
 - II) support the development and democratisation of the city's cultural and creative ecology, creating opportunities for talent development, enhancing skills and employability and growing the city's international reputation.
- F) Both parties appreciate the potential of Southampton, as one of the region's growing urban centres, to foster a thriving cultural and creative ecology.
- G) Furthermore, both parties acknowledge the role that the High Education sector can play in establishing a strategic cultural agenda across the South West region.
- H) The policy context for each organisation is as follows:
- University of Southampton Strategy: Simply Better (2016-2026)
<https://www.southampton.ac.uk/about/strategy.page>
 - University of Southampton Arts and Culture Strategy, 2018-2022
<https://www.southampton.ac.uk/uni-life/arts/arts-strategy.page>
 - Arts Council England: Great Art and Culture for everyone, 10-Year Strategic Framework 2010-2020
[http://www.artscouncil.org.uk/sites/default/files/download-file/Great art and culture for everyone.pdf](http://www.artscouncil.org.uk/sites/default/files/download-file/Great%20art%20and%20culture%20for%20everyone.pdf)

- I) Both parties recognise that mutual benefit exists in co-operating and collaborating but they also recognise that at all times each of the parties remains an autonomous and independent entity.
- J) The parties wish to set out a general statement of the principles concerning their co-operation in relation to supporting and contributing to the development Southampton's cultural and creative sector.

1. Guidance to Terms Used

ACE: refers to the Arts Council England and any successor body or entity.

Commencement Date: means the date of this MoU.

MoU: refers to this Memorandum of Understanding and any document expressed to add or vary it or be supplemental to it and which is signed by authorised representatives of the parties.

UoS: refers to the University of Southampton.

2. MoU Status

- 2.1 This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the parties from this MoU.
- 2.2 The parties enter this MoU intending to honour all their obligations stated within it.
- 2.3 Nothing in this MoU is intended to, or shall be deemed to or shall be construed as creating any legal relationship or joint venture or partnership between the parties.
- 2.4 Nothing in this MoU shall constitute or imply either party as an agent of the other nor authorise any of the parties to make or enter into any commitments for or on behalf of the other party.

3. Principles of Co-operation

The parties agree that they will as far as reasonably required:

- (a) communicate openly about any issues or opportunities regarding their respective activities including but not limited to possible collaborations;
- (b) share information, experience and skills to learn from each other and to improve individual working practices;
- (c) respect each parties confidential information and intellectual property rights;
- (d) work collaboratively to identify solutions to any problems, eliminate duplication of effort, mitigate risk and reduce costs;
- (e) adopt a positive outlook by being positive and working in a proactive manner;
- (f) respect any statutory requirements and best practice. Comply with applicable laws and standards, data protection and freedom of information legislation;
- (g) not to use another parties names or logo without prior agreement
- (h) act in a timely manner; and
- (i) act in good faith in respect of these Principles.

4. Areas for Cooperation

The priority areas covered by this MoU include but are not limited to the following:

4.1 Impact and Wellbeing

- A) UoS and ACE acknowledge the importance of creativity as an essential part of everyone's lives, leading to increased connectivity, health and well-being and improving life chances.
- B) Through shared research interests and methodology, both parties will work together to increase public understanding and promote

the positive impact and benefits of arts and culture in reflecting a diverse contemporary culture and promoting equality, in particular upon children and young people in Southampton.

- C) This will include establishing an evidence base to capture the impact of how the Southampton's Cultural Quarter as a future creative arts hub can enrich the lives of children and young people, acknowledge and develop best practice, addresses inequalities, remove barriers and seek to contribute towards national policy.

4.2 Research, Innovation and Excellence

- A) UoS and ACE will develop opportunities for creative research, development and innovation that supports artists, arts professionals, increasing interdisciplinary research, access to facilities and collaboration across the digital and creative industries.
- B) Both parties will identify and develop a portfolio of opportunities within UoS, Southampton and the region, to nurture new talent, identifying and removing barriers to diversity and access.
- C) Work together to develop a strategic cultural agenda with the higher education sector across the region.

4.3 Diversity and Skills

Both parties will support new opportunities for talent development, increase skills and employability in relation to current and future needs of cultural and creative sectors, increase graduate retention, contributing to the city and region's growing dynamic creative ecology and reputation internationally.

4.4 Implementation

- A) UoS and ACE will establish a joint activity framework setting out specific areas to be considered under this Memorandum. The framework will be reviewed at a senior level at least once a year to

assess progress and to consider potential opportunities for the future.

- B) This will include potential collaboration including knowledge exchange between University staff and Arts Council Staff as well as exploring input from Arts Council staff to guest lecture on programmes within UoS Faculties.

5. Subsequent Agreement

In the event that any discussions by the parties following this MoU leads to a specific project(s), then the parties will negotiate and agree a separate, legally binding agreement, governed by English law. However, that separate agreement is formally completed, all such discussions/negotiations shall remain subject to contract and either party may withdraw from the proposed project(s) at any time prior to the conclusion of a legally binding agreement.

6. Other Parties

The MoU is not intended to establish exclusive relationships and therefore does not exclude parties from entering into other agreements or projects with other parties, indeed it positively encourages networking and wider partnership

7 Funding Applications

ACE will welcome applications from UoS and its partners into its National Lottery Project Grants programme and strategic funding programmes as relevant, subject always to the proviso that Arts Council England cannot fetter its grant making discretion and therefore cannot guarantee that any such bid will be successful.

8 Freedom of Information and General Data Protection

- 8.1 Each party is a 'public authority' for the purposes of the Freedom of Information Act 2000 ('the FOI Act').

- 8.2 Subject to certain exceptions, a party is required to supply information to members of the public on request. This potentially includes any information that relates to activity conducted under the terms of this Memorandum of Understanding.
- 8.3 Each party agrees to notify the other as soon as possible if it considers any information it gives to the other to be confidential or covered by one or more of the other FOI Act exceptions.
- 8.4 Neither party will be liable for any loss or damage the other party may suffer from its disclosure of information under the FOI Act.
- 8.5 Each party acknowledges that this clause will not affect their respective rights under data protection laws.

9 Term and Termination

- 9.1 Subject to clause 9.2 below, this MoU shall commence on the Commencement Date and will run until and including Wednesday 10th November 2021 unless terminated earlier.
- 9.2 Either party to this MoU may terminate their participation at any time by the giving of not less than six (6) months written notice to the other parties.

10 Variation

Any variation, addition to or modification of this MoU shall not be of any effect unless it is in writing and signed by authorised representatives of each party and it will only come into effect on the date stated within the particular document containing the variation, addition or modification.

11 Charges and Liabilities

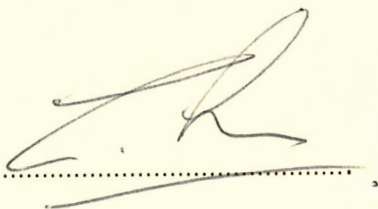
- 11.1 Except as may otherwise be provided in any agreement entered following clause 5, the parties to this MoU shall bear their own costs and expenses incurred in complying with its provisions.

11.2 For the avoidance of doubt, each party remains liable for any losses or liabilities incurred due to their own or their employees actions and no party intends that another party shall be liable for any loss it suffers as a result of this MoU.

Signed by **President and Vice-Chancellor Professor Sir Christopher Snowden**

for and on behalf of the
University of Southampton

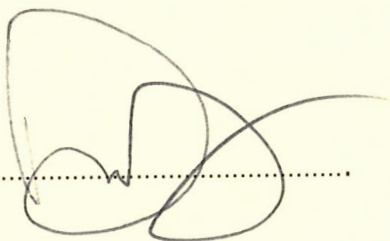
Signature.....

A handwritten signature in dark ink, appearing to be 'C. Snowden', written over a dotted line.

Signed by **Darren Henley OBE, Chief Executive Officer**

for and on behalf of the
Arts Council, England

Signature.....

A handwritten signature in dark ink, appearing to be 'D. Henley', written over a dotted line.