

Name of meeting: Cabinet
Date: 17 April 2018
Title of report: Memorandum of Understanding for Cultural Development

Purpose of report: To approve a Memorandum of Understanding with Arts Council England and the University of Huddersfield which makes a commitment to working in partnership to develop the cultural offer and sector in Kirklees

Key Decision - Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Not applicable
Key Decision - Is it in the Council's Forward Plan (key decisions and private reports?)	Not applicable
The Decision - Is it eligible for call in by Scrutiny?	Yes
Date signed off by <u>Strategic Director</u> & name Is it also signed off by the Acting Service Director for Finance IT and Transactional Services? Is it also signed off by the Service Director for Legal Governance and Commissioning Support?	Karl Battersby - 29.03.18 Eamonn Croston - 02.03.18 Julie Muscroft - 05.04.18
Cabinet member portfolio	Corporate Portfolio - Cllr G Turner and Cllr M Khan

Electoral wards affected: All

Ward councillors consulted: None

Public or private: Public

1. Summary

This report requests that the Cabinet approves the signing of a Memorandum of Understanding with Arts Council England and the University of Huddersfield. This is a non-legal document. It is a public declaration of each partner's commitment to working with the other partners to develop the cultural offer in Kirklees. By sharing expertise and resources, the partners can better support the development of artists, creative practitioners and creative businesses in the district.

By working together, the partners aim to: develop the role of culture in placemaking and develop cultural leadership; collaborate with Kirklees Cultural Education Partnership to promote and support the engagement of young people in arts and culture; promote opportunities to retain cultural graduates in the district; develop programmes to support emerging talent and support the development of skills and knowledge in the cultural sector in Kirklees; support the process of developing creative works for digital platforms and improve the engagement of the public with culture through digital means.

2. Information required to take a decision

- 2.1 Over the last twelve months, Arts Council England (ACE) has been signing Memorandums of Understanding (MoU) with a number of universities in England. The purpose of the MoUs is to plan joint initiatives. In September 2017, ACE and Durham University launched a commission into education and creativity. This will research how children's development is affected by engaging with the arts and creativity. The results are due in Spring 2019 with an expectation that they will influence national education policy and the Industrial Strategy. ACE also signed a MoU with De Montfort University, Leicester which agreed to develop a pilot project exploring the development of a 25 year Creative Talent plan. The MoUs are public statements about the commitment of ACE and the universities to work together on local and national cultural issues.
- 2.2 During discussions between ACE and the University of Huddersfield, it was suggested that a three way MoU with Kirklees Council should be signed. It was agreed to explore this. The resulting MoU is attached at Appendix 1.
- 2.3 The MoU provides the Council with an opportunity to strategically plan with ACE and the University to strengthen the cultural offer and sector within Kirklees. By sharing expertise and resources, more will be achieved together than if the partners work separately.
- 2.4 A strong cultural offer is important to Kirklees as it helps to create a sense of place and identity. Research has demonstrated that a successful, resilient economy is synonymous with a strong creative economy. In October 2015, the think tank, Centre for Cities, published a report demonstrating that the UK cities with the highest numbers of small firms in creative and digital sectors are also the most successful places in terms of overall jobs growth, productivity and average wages. Nationally the Creative Sector is the fastest growing economic sector which has continued growing and creating jobs during the recession. There are also proven benefits to those who engage with culture as it impacts on their well-being.

- 2.5 The partners are committed to ensuring that the cultural offer contributes to health and well-being and economic outcomes in the district particularly in relation to placemaking. They are also committed to embedding diversity considerations throughout any collaborative activity.
- 2.6 The key objectives within the MoU are:
- **Place making and cultural leadership:** to promote and develop opportunities in arts and culture in the town of Huddersfield and provide opportunities for engagement with world-leading research and creative practice by the public. This may include initiating a cultural quarter, the heritage offer and the promotion of Huddersfield and surrounding area as a global cultural, creative and heritage destination with a world class music offer.
 - **Cultural education:** to work together in collaboration with the Local Cultural Education Partnership group to promote and support the engagement of Kirklees' young people in the arts and culture, highlighting progression routes through arts and cultural education and their interrelationship to the cultural and creative industries.
 - **Graduate retention:** to work together to support and promote opportunities for graduate and alumni retention. This may take the form of establishing partnerships with Kirklees cultural and creative industries, creating inspiring opportunities to participate and co-produce excellent research and creative practice and to foster career opportunities in the arts, culture and heritage sectors.
 - **Skills development, knowledge exchange and talent development:** to explore opportunities for University accredited modules for ACE and KMC staff, lecturing opportunities and knowledge exchange. To develop programmes to support emerging talent in Kirklees.
 - **The digital agenda:** to work together supporting the creation of artistic and cultural works and content for digital platforms and/or distributed digitally to engage the public.
- 2.7 The MoU is a three year commitment starting in April 2018. Discussions to produce the MoU have already improved relationships between the university and the council's cultural services leading to the development of Temporary Contemporary, temporary gallery space in Queensgate Market which provides opportunities for university staff and students to exhibit their work in a public space and thus engage with new audiences whilst bringing new customers to the market.
- 2.8 Cabinet is asked to consider two options:
- Option 1 - sign the MoU and commit to working with ACE and the University over the next three years to develop the cultural offer and sector in Kirklees
- Option 2 - reject the signing of the MoU.

3. Implications for the Council

3.1 Early Intervention and Prevention (EIP)

There will be no impact.

3.2 Economic Resilience (ER)

The key objectives in the MoU will contribute to Economic Resilience as they are about:

- Skills and talent development
- Placemaking to increase vibrancy in Huddersfield town centre
- Developing career pathways in the Cultural Sector for young people and adults
- Retaining graduate skills within Kirklees
- Developing digital skills and opportunities to showcase creative work produced in Kirklees to a global audience.

3.3 Improving Outcomes for Children

By collaborating with Kirklees Cultural Education Partnership, the partners will develop opportunities for children to engage with culture which impacts on their well-being, learning and helps to create a sense of identity and belonging to a place and/or community.

3.4 Reducing demand of services

There will be no impact.

3.5 Other (e.g. Legal/Financial or Human Resources)

There are presently no resources assigned to the partnership except for staffing resources to develop initiatives. Any financial requests will be considered on a case by case basis and in most cases, external investment sought.

The MoU is not a legally binding document. It is a public statement of the partners' commitment to working together.

4. Consultees and their opinions

The MoU is as a result of discussions within partner organisations and with each other. These have involved senior managers and legal teams.

The council's Legal Services have commented on the MoU and made a number of changes to ensure that the interests of the Council are protected.

5. Next steps

- 5.1 Once the MoU has been approved by all three partners, a signing ceremony will be organised for late Spring 2018. This will involve the Chief Executives of each partner organisation signing the MoU as part of a ceremony and celebration at the University.

5.2 A number of task forces involving the partners, cultural organisations, creative practitioners and other relevant agencies will be set up to plan, secure resources and commission in relation to each key objective. Their work will be overseen by a steering group comprising the MoU partners.

6. **Officer recommendations and reasons**

It is recommended that the MoU is signed and a commitment made to work with ACE and the University of Huddersfield over the next three years to strengthen the cultural offer in Kirklees and support the development of the cultural sector. This will enable the Council to access expertise and resources that it no longer has, due to reductions in cultural budgets and staffing capacity. It will also improve engagement between the university, Council, cultural sector and Huddersfield town centre.

7. **Cabinet portfolio holder's recommendations**

Cllrs Musarrat Khan and Graham Turner recommend that the MoU is signed and a commitment made to work with ACE and the University of Huddersfield over the next three years to strengthen and widen the cultural offer in Kirklees and support the development of the cultural sector. They welcome the partnership with ACE and the University as it will enhance the district's cultural offer. It will also build on the Council's partnership with one of our key strategic partners, the University of Huddersfield.

The signing of this MoU confirms the long term commitment of the Council to work alongside partners to create a strong, vibrant and diverse cultural offer for the residents of Kirklees. We look forward to working with ACE and the University to achieve these aims and to deliver positive outcomes for our residents.

8 **Contact officer**

Adele Poppleton - Head of Culture and Vibrancy
adele.poppleton@kirklees.gov.uk
(01484) 221000

9 **Background Papers and History of Decisions**

Appendix 1 - Memorandum of Understanding

10 **Service Director responsible**

Paul Kemp - Service Director for Economy, Regeneration and Culture
paul.kemp@kirklees.gov.uk
(01484) 221000

Memorandum of Understanding

Between

**THE UNIVERSITY OF HUDDERSFIELD ("the University")
of Queensgate, Huddersfield, HD1 3DH**

And

**THE COUNCIL OF THE BOROUGH OF KIRKLEES ("KMC")
of Civic Centre 3, Market Street, Huddersfield, HD1 2TG**

And

**ARTS COUNCIL ENGLAND ("ACE")
a charity incorporated by Royal Charter (charity registration number 1036733)
of 2nd Floor, 21 Bloomsbury St, London WC1B 3HF**

1. Background

1.1 ACE, the University, and KMC 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:

- (a) ACE, the University and KMC recognise their developmental role in relation to the 'place making' agenda, the 'public good', and promoting and improving Huddersfield and the Yorkshire region; all are committed to supporting educational and civic outcomes around culture, graduate retention and the social and economic development of the region; all recognise the importance of Diversity and the Creative Case and the wellbeing of communities; all recognise the value to communities of

innovative and excellent creative practice and research and of opening up opportunities to encounter, participate in and co-produce inspiring work with world-leading researchers and creative practitioners. Much has already been done collaboratively including through hcmf//, Electric Spring, the Huddersfield Literature Festival, ROTOЯ, and the Lawrence Batley Theatre but there is scope for more. It is in this context that we seek to deliver stronger outcomes through collaboration.

- (b) The University, ACE and KMC recognise a unique opportunity for partnership working, which establishes collaboration between different sectors in the promotion of cultural citizenship in relation to wider civic agendas across Huddersfield and the Yorkshire region.
- (c) ACE, the University and KMC recognise the need to make a holistic case for establishing partnerships and forums across different sectors, to initiate social, cultural, health and well-being and economic vitality within the remit of place-making. This may take the shape of specifically targeted cross-sector colloquia, seminars and conferences on partnership working and opportunities for collaboration in the development and application of cross-disciplinary knowledge.
- (d) Given ACE's commitment to the Creative Case for Diversity, and the University and KMC's commitment to supporting Huddersfield's diverse communities, all Parties recognise the importance of diversity considerations being embedded throughout any collaborative activity.

2 Key Objectives

- 2.1 **Place making and cultural leadership:** to promote and develop opportunities in arts and culture in the town of Huddersfield and provide opportunities for engagement with world-leading research and creative practice by the public. This may include initiating a

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cultural quarter, the heritage offer and the promotion of Huddersfield as a global cultural, creative and heritage destination with a world class music offer.

- 2.2 **Cultural education:** to work together in collaboration with the Local Cultural Education Partnership group to promote and support the engagement of young people in the arts and culture, highlighting progression routes through arts and cultural education and their interrelationship to the cultural and creative industries.
- 2.3 **Graduate retention:** to work together to support and promote opportunities for graduate and alumni retention. This may take the form of establishing partnerships with local cultural and creative industries, creating inspiring opportunities to participate and co-produce excellent research and creative practice and to foster career opportunities in the arts, culture and heritage sectors.
- 2.4 **Skills development, knowledge exchange and talent development:** to explore the opportunities for University accredited modules for ACE and KMC staff, lecturing opportunities and knowledge exchange. To develop programmes to support emerging talent in Kirklees.
- 2.5 **The digital agenda:** to work together supporting the creation of artistic and cultural works and content for digital platforms and/or distributed digitally to engage the public.

3. Principles of Collaboration

- 3.1 The Parties agree to work together in accordance with the following principles:
 - (a) To collaborate, co-operate and co-produce, ensuring agreed activities are delivered and actions taken as required.
 - (b) To maintain an open approach to communicating about concerns, issues or opportunities relating to collaborative working, including issues arising from

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the different policies or priorities of each party.

- (c) To take on, manage and account to each other for performance of respective roles and responsibilities as set out in this MOU.
- (d) To work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce costs.
- (e) To adhere to statutory requirements and best practice; comply with applicable laws and standards including EU procurement rules, data protection and Freedom of Information legislation.
- (f) To act in a timely manner, recognising where activity is time critical and responding accordingly to requests for support.
- (g) To act in good faith to support the achievement of the key objectives and compliance with these principles.
- (h) To establish an action plan of key initiatives aligned with the principles of this Memorandum.

4. Quality and Costs

- 4.1 The Parties agree that all obligations under this Memorandum and any agreement resulting from this Memorandum shall be performed in a manner protective of and consistent with the University's reputation for excellence and integrity in education, research, creative practice and scholarship. This obligation extends to compliance by each Party with any statutory or other regulatory standards relating to the quality of education provided with which the other Parties must comply. All Parties agree to perform this Memorandum in such a manner which does not damage the other Parties' reputation.

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4.2 Certain costs will be incurred in relation to this Memorandum. Except as otherwise agreed in advance and in writing between the Parties, the Parties agree that they will be responsible for their own costs and expenses incurred in complying with their obligations under this Memorandum. Further, each of the Parties shall remain individually liable for any losses or liabilities incurred due to their own or their employees' actions and none of the Parties intend that the other Parties shall be liable for any loss it suffers as a result of this Memorandum. If any employees are seconded as part of projects related to this Memorandum, the secondment agreement will outline the liabilities for the seconded employee's actions.

4.3 The Parties agree to comply with each other's anti-corruption and bribery policy and procedures. **Failure to do so shall result in the immediate termination of this Memorandum.**

5. Contacts

5.1 The contacts for each Party will be as follows:

University of Huddersfield

Professor Tim Thornton, Deputy Vice-Chancellor

Queensgate, Huddersfield, HD1 3DH

t.j.thornton@hud.ac.uk 01484 472531

Arts Council England

Catherine Mitchell, Senior Relationship Manager, North

1st Floor South, Marshall's Mill, Marshall Street, Leeds, LS11 9YJ

Catherine.Mitchell@artscouncil.org.uk 07738 076214

KMC

Adele Poppleton, Head of Culture and Vibrancy

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5.2 All notices which are required to be given under this Memorandum shall be in writing and shall be sent to the address of the relevant officer named above or such other address in England as the recipient may designate by notice given in accordance with the provisions of this Clause 5.

5.3 Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served on the day of delivery if delivered by hand when delivered and if by first class post forty-eight (48) hours after posting.

6. Effective Date and Term

6.1 This Memorandum shall come into effect on the date of signing as specified below and shall continue for a period of three (3) years.

7. Confidentiality

7.1 Subject to Clause 9 below, each party shall keep confidential all information and materials produced, acquired for or otherwise used in connection with this Memorandum and shall not use it for any purpose other than in pursuance of this Memorandum or disclose it to any person without the prior written consent of the party who owns it.

7.2 Nothing in this Memorandum shall prohibit any disclosure which is required to be made under any law or regulation or the order of any Court of competent jurisdiction or any other regulatory authority.

8. Intellectual Property

8.1 Ownership of intellectual property shall vest in the party who creates it and shall be treated as confidential information, unless specifically agreed otherwise by the Parties in writing.

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8.2 Where any intellectual property right vests in one Party in accordance with the intention set out in Clause 8.1 above, that Party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

9. Academic Publication

9.1 Any employee or student of the University (whether or not involved in any projects connected with this Memorandum) may discuss work undertaken as part of this Memorandum in University seminars, lectures, workshops and tutorials; performances and event curation; and academic conference papers.

9.2 The Parties may discuss the work undertaken as part of this Memorandum, in general terms, in any of the Parties' marketing materials including, for the avoidance of doubt, the Parties' websites.

10. Name and Logo

10.1 Neither party shall use the name or logo, or any variation thereof, of the other without first obtaining written consent (such consent not to be unreasonably withheld or delayed).

11. Legal Effect

11.1 The understanding recorded in this Memorandum between the Parties is **NOT** intended to be legally binding. Each Party agrees that this Memorandum contains **NO** promise or representation upon which any other person may rely. Each Party undertakes to every other Party not to (and not to attempt to) sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any other party or its Related Parties any action, suit or other proceeding concerning anything contained in this Memorandum (in this jurisdiction or any other). A "**Related Party**" for these purposes is a party's parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers or directors.

12. Termination

12.1 This Memorandum may be terminated by:

- (a) mutual written agreement between the three (3) Parties at any time; or
- (b) by any Party giving not less than one (1) month's written notice to the others.

13 Non-agency

13.1 The Parties are independent and nothing in this Memorandum is intended to, or shall operate to, create a legal partnership and/or any employment relationship between the Parties, or to authorise any of the Parties to act as agent for the others, and none of the Parties shall have authority to act in the name or on behalf of or otherwise to bind the others in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14 Freedom of Information

14.1 The Parties acknowledge that they are and each other is subject to the requirements under the Freedom of Information Act 2000 (the "**FOIA**") and shall assist and cooperate with each other free of charge to enable them to comply with these information disclosure requirements.

14.2 The Parties acknowledge that they may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA, be obliged to disclose information.

15 Complaints and Dispute Resolution

- 15.1 The Parties agree that it would be in their best interests for any disagreement to be resolved locally as soon as possible.
- 15.2 If any of the Parties has any issues, concerns or complaints about the work carried out in connection with this Memorandum, or any matter in this Memorandum, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation.
- 15.3 If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Chief Executive of KMC, the Director North, Yorkshire of ACE and Deputy Vice-Chancellor of the University, who shall decide on the appropriate course of action to take.
- 15.4 If any of the Parties receive 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 FOIA) in relation to this Memorandum, the matter shall be notified immediately to the nominated officers listed in Clause 5 above, who shall agree an appropriate course of action to ensure that all such complaints are dealt with appropriately. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the working arrangements set out within this Memorandum, without the prior approval of the nominated officers.

16 Law and Jurisdiction

- 16.1 This Memorandum and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Memorandum or its subject matter or formation.

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IN WITNESS whereof the undersigned being the duly authorised representatives of the respective Parties, hereby sign and approve this Memorandum.

For The University of Huddersfield

For Arts Council England

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Deputy Vice-Chancellor

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Chief Executive

Date:.....

Date:.....

**For the Council of the Borough of
Kirklees**

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Chief Executive

Date:.....