

# MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY OF EAST ANGLIA AND ARTS COUNCIL ENGLAND

## Parties

This agreement is made on 21 May 2024 and is between the following:

1. The University of East Anglia (known as "UEA"), of Norwich Research Park, Norwich, NR4 7TJ, an exempt charity XN423.
2. The Arts Council England (known as "ACE"), a charity incorporated by Royal Charter (charity registration number 1026733) of The Hive, 49 Lever Street, Manchester M1 1FN

together known as "the Parties"

## 1. Introduction / Background/ Purpose

We the Parties agree to develop a strategic partnership hereby named the **UEA - Arts Council England Collaboration**. This Memorandum of Understanding will be reviewed three years after the date of its signing.

This Memorandum of Understanding sets out; the principles and already settled key partnership aims between UEA and ACE, the potential key areas of collaboration, and the potential respective roles and responsibilities of the Parties.

## 2. Principles of Collaboration

The Parties agree to work together in accordance with the following principles:

- 2.1. To collaborate and cooperate. To work together to identify solutions, eliminate duplication of effort, mitigate risk, and enhance impact.
- 2.2. To maintain an open approach. To ensure good communication about concerns, issues or opportunities relating to collaborative working, including issues arising from the different policies or priorities of each party.
- 2.3. To support and critique. Acting as a critical friend to each other's performance in the areas of cooperation as set out in this MoU.
- 2.4. To act in a timely manner. To recognise where activity is time critical and responding accordingly to requests for support.
- 2.5. To act in good faith. To hold the spirit of understanding, and to work meaningfully towards achieving the ambitions within this MoU.
- 2.6. To adhere to statutory requirements and best practice. To comply with applicable laws and standards including data protection and freedom of information legislation.

### **3. Key Partnership Aims / Key Partnership Objectives**

The policy context for each organisation is:

**Arts Council England: Let's Create, 10-year Strategic Framework 2020-2030**

<https://www.artscouncil.org.uk/lets-create/strategy-2020-2030>

**UEA 2030 Strategy and subsequent versions.**

<https://www.uea.ac.uk/about/university-information/strategy2030>

UEA and ACE share a commitment to;

- Widening access and improving the diversity and inclusion of arts and culture across Norfolk
- Supporting the development of the arts and creative industries in Norfolk
- Championing greater public involvement and community engagement in the arts in Norfolk
- Developing artistic and cultural experiences in Norfolk
- Building stronger artistic communities in Norfolk
- Recognising the benefits that the arts bring in enriching people's lives, contributing to the health and wellbeing of individuals and communities
- Recognising the potential of Norfolk as a thriving regional hub for the arts and creative industries
- Supporting education and research in the arts
- Encouraging under-served communities to interact with all forms of arts and culture
- Utilising UEA's regional and local reach, influence and activity to help ACE impact in localities and communities of interest
- Demonstrating commitment to enhancements in diversity, equality and environmental sustainability

### **4. Areas of Cooperation**

The priority areas to be covered by the Memorandum include, but need not be limited to, those listed below. Across all these areas of work, the Parties recognise the great power of creativity and culture to inspire and enhance daily life, and the importance of arts and culture-led skills in developing social and cultural equity and cohesion. The following themes provide the starting point for new strands of shared working as envisaged by the Parties.

#### **4.1 Creative Place Making**

UEA and ACE recognise the importance of creativity and culture in creating pride of place and a sense of belonging. CreativeUEA builds on UEA's longstanding culture of creativity to deliver new areas of interdisciplinary research, innovation, knowledge exchange and impact. The parties will work together to maximise this impact, particularly in areas which face historic under-funding, rural isolation, and socioeconomic hardships. Alongside this work, the Parties recognise the potential of the tangible and intangible heritage of Norfolk and will work together to open up opportunities for creative engagement with that heritage, increasing access and developing best practice in this field.

#### **4.2 Norfolk's Creative Industries**

The Parties will work together to shape developments and opportunities to ensure that Norfolk's creative sectors have the infrastructure, resources and people they need to succeed. To support clear, accessible pathways for children and young people interested in pursuing careers in the creative industries in Norwich and Norfolk. To work together to lead the further development of the creative economy in Norwich and Norfolk.

### 4.3 Climate

The Parties recognise the critical importance of Environmental Responsibility. In 2012, the Arts Council became the first cultural organisation in the world to make environmental action a funding condition. For over 50 years, UEA has been at the forefront of climate and environmental science with its research informing policy to shape a global response to climate change. ClimateUEA brings together researchers across disciplines to collaborate, innovate and discover, and tells our collective climate story during this critical decade for our planet. The Parties will work together to build environmental understanding within the Culture sector, and amongst audiences, advocate for positive environmental change with those who work for and with us and support the Culture sector in taking an active role in responding to the climate and environmental crisis.

### 4.4 Arts, Health and Wellbeing

As part of *Let's Create*, Arts Council England has a Creative Health and Wellbeing drive to promote creative health as a fundamental part of living well, for individual lives, in communities, and globally. The Arts Council works with partners across culture, education, health, and government to deliver shared health objectives. HealthUEA is centred around a deep-rooted reputation for high quality research, innovation and impact in health and wellbeing. Researchers are engaged in radically rethinking the role of the humanities in healthcare and the therapeutic benefits of creativity and exploring our health experiences from social, cultural, historical, political and ethical perspectives. The Parties will work together to identify where and how researchers can further collaborate with the Culture sector to inform health and wellbeing policies and practices and improve outcomes for people.

## 5 Delivery and Management

### 5.1 Marketing and publicity

- 5.1.1 The **UEA- Arts Council England Collaboration** will be publicised by a joint press release to be agreed between both Parties and released on signing of this Memorandum.
- 5.1.2 The Parties will agree on a shared communications approach for relevant activity.
- 5.1.3 Both Parties will inform the other prior of any sensitive messages emerging that might impact on the other organisation.

### 5.2 Implementation and timeline

- 5.2.1 UEA and ACE will establish a joint activity framework setting out specific areas to be considered under this Memorandum. This will emerge through a series of project catalyst workshops that map UEA's existing activities and ambitions to ACE priorities (year one). UEA will then identify and develop new initiatives to form project grant applications (year two and three).
- 5.2.2 This joint activity framework will be reviewed at a senior level at least once every two years, to assess progress and to consider potential opportunities for the future.

### 5.3 Other parties

- 5.3.1 The MoU is not intended to establish exclusive relationships and therefore does not exclude the Parties from entering into other agreements or projects with other parties, indeed it positively encourages networking and wider partnership.
- 5.3.2 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 any commitments for or on behalf of the other party.
- 5.3.3 Both parties are considered a 'public authority' for the purposes of the Freedom of Information Act 2000 ('the FOI Act'). Subject to certain exceptions, it 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. Should one of the parties receive an FOI request for data provided by or belonging to the other they will notify and liaise with the other party as soon as possible to ascertain whether any exemptions apply under the FOI Act. The final decision about whether information is released under the FOI Act is made by the party receiving the FOI request. Neither party will be liable for any loss or damage the other party may suffer from its disclosure of information under the FOI Act. This clause will not affect the rights of either party under the Data Protection Act 2018.

#### **5.4 Legal Intent & Alterations**

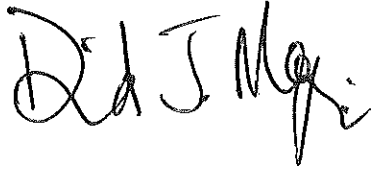
- 5.4.1 This MoU is not intended to create any legally binding obligation upon any of the Parties, does not commit any party to support particular projects outlined and shall not interfere with the discharge of their ordinary functions and duties in particular those prescribed by law.
- 5.4.2 Specific activities carried out as part of this Memorandum may be subject to separate agreements between the parties.
- 5.4.3 ACE will welcome applications from UEA 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.
- 5.4.4 Should this agreement need to be substantially altered then such amendments must be agreed in writing between both Parties.
- 5.4.5 Any dispute arising from the interpretation or implementation of the MoU shall be resolved amiably and expeditiously by consultation or negotiation between the parties.

#### **5.5 Term and Termination**

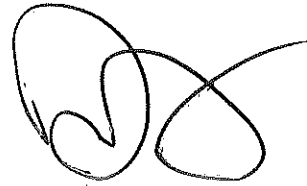
- 5.5.1 This MoU shall commence on 21 May 2024 and will run until and including 20 May 2027 unless terminated earlier.
- 5.5.2 Either Party may terminate this MoU at any time by giving at least six months written notice to the other party.
- 5.5.3 Any breach of this MoU may lead to either party terminating the agreement immediately with one weeks' notice and for the avoidance of doubt, without any liability falling on either party.
- 5.5.4 Each party will nominate a named lead individual. For UEA this will be the Director of Development, Alumni and Campaigns, working on behalf of the Vice Chancellor. For ACE this will be the Great Yarmouth Priority Place Coordinator, working on behalf of the Area Director, South East.

## Signatures

Signatures of the Parties below indicate their agreement to abide by the terms and the spirit of this Memorandum of Understanding.

A handwritten signature in black ink, appearing to read 'D. J. Maguire'.

Signed by: Professor David Maguire  
Position: Vice Chancellor  
for and on behalf of  
**The University of East Anglia**

A handwritten signature in black ink, appearing to read 'Darren Henley'.

Signed by: Darren Henley  
Position: Chief Executive  
for and on behalf of  
**Arts Council England**