



Memorandum of Understanding
between
Arts Council England
and
Edge Hill University

Parties

The Parties to this Memorandum of Understanding ('MOU') are:

1. Edge Hill University ('EHU') – an exempt charity regulated by the Higher Education Funding Council for England: St. Helens Road, Ormskirk, Lancashire L39 4QP
2. The Arts Council of England, ('ACE') a charity incorporated by Royal Charter (charity registration number 1036733) of 2nd Floor, 21 Bloomsbury St, London WC1B 3HF

collectively they are referred to in the remainder of this document as 'the Parties.'

1. Background

- 1.1 The Parties are committed to championing, developing and investing in artistic and cultural experiences in order to build strong communities and transform people's lives. The policy context for each organisation is as follows:

Arts Council England: **Great Art and Culture for Everyone**, 10-Year Strategic Framework 2010 – 2020

http://issuu.com/artscouncilengland/docs/ac_10year_strategy_text_aw_for_pdf/1?e=9197550/5397621

Edge Hill University: **Strategic Plan 2013-20**

ehu.ac.uk/strategy201320

- 1.2 The parties recognise their developmental role and responsibilities in relation to the 'Place Making' and 'Civic Engagement Through The Arts'¹ agendas: the 'public good' and 'promoting and improving' the North West Region; our two institutions are committed to supporting educational outcomes around widening participation in culture, access to higher learning and the social and economic development of the region. The parties recognise the importance of Equality, Diversity & the Creative Case² and the importance of promoting ideas of diversity to the wellbeing of communities. It is in this context that we seek to deliver strong outcomes through collaboration.
- 1.3 EHU and ACE recognise a unique opportunity to explore the development of learning and development opportunities for staff, students and trainees of All Parties. This may take the

¹ The Value of Arts and Culture to People and Society – Arts Council England 2014

² Equality, Diversity & the Creative Case - Arts Council England 2015

shape of specifically targeted programmes of study for ACE staff or ACE staff visiting EHU as guest lecturers or possible secondments. Both Parties recognise that there will need to be input from HR departments with regard to these opportunities. It would be intended that any specific modules offered to ACE staff go beyond art form, heritage or arts administration to encompass social policy, creative and social applications of emerging technologies, the political, legal or economic context or new business models. Any modules would be developed in partnership.

- 1.4 All Parties acknowledge that all activity and collaboration taking place in the spirit of this MOU is subject to the separate priorities, goals and policies of each party and the terms of those shall take precedence over this MOU at all times.
- 1.5 Nothing in this MOU shall be deemed as or be understood as a commitment to provide funding.
- 1.6 All Parties wish to record the basis on which they will collaborate with each other. This MOU sets out:
 - The key objectives
 - The principles of collaboration
 - The potential respective roles and responsibilities
- 1.7 The purpose of this MOU is to enable All Parties to enter into a non-exclusive, non-legally binding, collaborative relationship for the purpose of furthering their common interests. All Parties intend to evolve a model of best practice, which may in time lead to opportunities to work with other public institutions throughout England.

2. Key Objectives

2.1 Place making

All subsequent objectives emanate from and are related to this strategic objective. By place, in the first instance, we mean Ormskirk, West Lancashire; but wish to extend this notion of place to become an **interconnected cultural network**³. This network would embrace the **rural vs (post) industrial** dichotomy that exists throughout much of West Lancashire, extending outwards from Ormskirk – acting as a hub - to the surrounding constellation of large (post-industrial) towns such as Wigan, St. Helen's, Preston, Blackburn, Chorley, Warrington etc. through to the Merseyside conurbation and upwards to the many coastal locations to Blackpool and beyond. Where the parties could work imaginatively together in the service of cultural practice and experience; adding significantly to the region's contribution to the 'Northern Powerhouse' idea in a post-Brexit Britain.

In short our notion of place encompasses the broader picture of West Lancashire and that of the North West Region as a whole which EHU believes can act as a key protagonist for change in a number of ways. Initially these are imagined to be achieved through collaborative partnership with and development of cultural organisations and interventions throughout the region. The output of Edge Hill University's ***Festival of Ideas*** being manifested in additional locations could be an early first initiative here. The considerable technological expertise extant at Edge Hill University across the creative disciplines and computer science, with special interests in immersive and virtual reality experiences, could be a significant aid to novel methods of accessibility and consumption of cultural experience as well as acting as a significant network enabler throughout the region – significantly altering the paradigm of 'Making In [or Across] Lancashire' through networked digital technologies.

The operationalisation of such a network initiative, can be imagined already through EHU's diverse and impactful Arts Centre programming⁴ and with the Department of Performing Arts extensive association of partnerships coordinated through its Employability Advisory Panel (EAP).⁵

Two immediate objectives in this respect would be:

1. to connect directly with 'Heart of Glass' in St. Helen's which has recently been successful in securing National Portfolio Funding for 2018-22
2. The Old Courts in Wigan.

The Performing Arts department at Edge Hill University has already enjoyed successful collaborative activity during the academic year 2016-17.

³ Not dissimilar to the example of Essen's success as a European City of Culture 2010

⁴ Further detail can be found here <https://www.edgehill.ac.uk/artscentre/>

⁵ Further information and context can be found here <https://www.edgehill.ac.uk/performingarts/employability/>

2.2 Arts and Well-Being

EHU has a significant track record, by way of a mature and diverse research group, in the research and practice of **Arts and Well-Being**, which when added to the ideas of **Place-making** outlined above, would bring a very powerful addition to cultural experiences throughout the Region. The group falls under the Postgraduate Medical Institute (PGMI), one of the three research institutes of the University, and it is situated between the Department of Performing Arts in the Faculty of Arts and Sciences and the Faculty of Health and Social Sciences. As a research group it offers opportunities for interdisciplinary research work, linking not only the arts with health, but also with education, psychology, technology and science. It is actively engaged in research work that creates connections with local, national and international arts communities. There are three priorities of the research group:

- (i) older people including dementia
- (ii) adults with mental health problems
- (iii) children/adolescents with and/or without disabilities.

Through these priorities we are interested in identifying useful processes and potential outcomes of arts-based interventions. We are particularly interested in the direct impact of these research activities on the lives of research participants. We are also interested in the positive impact of these activities for the wellbeing of a wide range of people through workshops, public lectures, performances and exhibitions as well as academic and scholarly enquiry.⁶

We at EHU would work in this area of enquiry mindful of and in partnership with the findings and periodic publications of the All Party Parliamentary Group on Arts Health and Well-Being (APPAHW) and that of Arts Lancashire with its developing strategic initiative of Health and Wellbeing in Lancashire.

An extension of EHU's community engagement through sport⁷ could also play a powerful role in the overall 'Arts and Well-Being' strategic aim.

2.3 Independent Practitioner Centre

Within the creative industries it is common for creative individuals to work on multiple projects for several clients operating in a 'freelance capacity' and for artists to work multiple part-time jobs (including part-time employment, temporary jobs, freelancing and self-employment), developing a 'portfolio career' to support their practices. However, many graduates, artists and creative practitioners are ill-equipped to set up and put in place many of the prerequisites to enable them to practice and have little or no support to help them acquire new skills and knowledge to support their changing roles throughout their careers. We will consider the development of an Independent Practitioners Centre (IPC) which aims to address these needs by establishing a series of community of practices where students, alumni and practitioners can interact with each other, gain skills, knowledge and experiences from experts, provide

⁶ Further information of some of the group's activities can be found here <http://www.edgehill.ac.uk/performingarts/research/arts-for-wellbeing/>

⁷ Further information can be found here: <https://www.edgehill.ac.uk/news/story/edge-hill-partnership-everton-community/>

access to resources and professional practice opportunities to enable them to develop their personal, professional and practice needs.

2.3.1 Creative Capacity Building for Independent Practice

It is envisaged that the IPC would focus on capacity and competence building (concentrating on four key strands on creative content development; (2) production/technical Skills; (3) business & management and (4) independent self-practice) and leadership development facilitated through a progressive learning model framework (awareness, understanding, application and enhancement activities and practices) underpinned by a series of super connected communities of practices.

2.3.2 Career Development Support for Independent Practitioners

A key consideration would be to enable students, alumni, professionals and organisations to enhance specific skills, knowledge and experiences through access to people, tools and resources and provide opportunities to practice within the Centre and associated networks. This could provide students with the opportunity to develop skills and knowledge within a series of professional contexts (theatre, dance, music, musical theatre, performing arts, circus arts and scriptwriting), provide a series of platforms for students and alumni to experiment through the use of the Centre's resources, facilities and networks and provide access to career development programmes that will enable alumni and other practitioners to develop the management and leadership skills to support their changing roles throughout their careers.

2.4 Digital Transformation of the Arts

In a world in which we are constantly engaged with our smart mobile devices **Virtual Reality** is being described as 'The Most Powerful Artistic Medium of our Time'⁸ highlighting that communication and expressive media have historically arisen from the relationship that exists between the technological advancements of the time and the manner in which social relations take place.

The widespread nature of affordable Virtual Reality (VR) technology has stimulated the UK and worldwide creativity and more and more performers and artists are considering virtual reality as the medium for their creative artistic expression. Recent examples include the Times initiative to introduce seven artists to Google's tilt brush, allowing them to create paintings, sculptures, murals, street art, illustrations (and more) using the three-dimensional language of VR, and produce and artefacts that can be experienced with the HTC Vive headset.

VR artefacts are being exhibited in the Timothy Taylor Galley in London⁹. Beth Davis-Hofbaue's 'Panic Room'¹⁰ is immersive installation created at University of Portsmouth with the help of the VR research lab. Virtual Reality exhibits were held at the Forest Art Works such as 'The Abandon Normal Devices Festival' in Grizedale Forest; and more. These are just some example of how Virtual Reality art is pervading our culture in all its aspects including artistic expressions.

⁸ <https://www.artsy.net/article/artsy-editorial-virtual-reality-is-the-most-powerful-artistic-medium-of-our-time>

⁹ <https://www.ft.com/content/89bdcff0-7fe0-11e6-8e50-8ec15fb462f4>

¹⁰ http://uopnews.port.ac.uk/events_main/the-panic-room-by-beth-davis-hofbauer/

Virtual Reality utterly transforms notions of cultural experience, consumption, distribution but above all access. The digital VR capability and capacity at EHU could prove transformational to the notion of cultural 'Place' as outlined above. It could be made available to students, alumni and professionals to further enhance our understanding of how Virtual Reality is pervading our culture and its largely unexplored effect upon artistic expression.

2.5 Public Engagement

Edge Hill University provides a place for discussion, exploration and provocation in the arts and cultural sector. The work of the Institute for Cultural Enterprise ('ICE'), which includes an extensive and wide-ranging programme of public lectures, film showings, round tables and exhibitions, is indicative of the possibilities in this area.

3 Principles of Collaboration

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

- 3.1 To collaborate and co-operate – ensuring agreed activities are delivered and actions taken as required.
- 3.2 To maintain an open approach to communicating about concerns, issues or opportunities relating to

collaborative working, including issues arising from the different policies or priorities of each party.
- 3.3 Take on, manage and account to each other for performance of respective roles and responsibilities as set out in this MOU.
- 3.4 Work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce costs.
- 3.5 Adhere to statutory requirements and best practice; comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation.
- 3.6 To act in a timely manner, recognising where activity is time critical and responding accordingly to requests for support.

- 3.7 Act in good faith to support the achievement of the key objectives and compliance with these principles.

4 Branding and communications

- 4.1 All Parties will agree that branding and communications for relevant activities will be managed in accordance with the guidelines and requirements of both organisations.
- 4.2 All Parties will inform the other prior to any sensitive messages emerging that might impact on the other organisation.

5 Intellectual Property

- 5.1 All Parties intend that any intellectual property rights created in the course of the collaborative working shall vest in the party whose employee created them or in the case of any intellectual property rights created jointly by employees of Parties the intellectual property rights shall vest jointly in the employing Parties.
- 5.2 Where any intellectual property right vests in any one of the Parties in accordance with the intention set out in clause 5.1 above, that party shall grant a non-exclusive irrevocable licence to the other party to use that intellectual property for any purpose relating to this MOU.

6 Status

- 6.1 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between The Parties from this MOU. The Parties enter into the MOU intending to honour all obligations.
- 6.2 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between All Parties, constitute any one of the Parties as the agent of the other party, nor authorise any one of the Parties to make or enter into any commitments for or on behalf of the other party.
- 6.3 This MOU can be modified at the request of any one of the Parties concerned, following written agreement between All Parties.
- 6.4 Any dispute arising from the interpretation or implementation of this MOU shall be resolved amicably and expeditiously by consultation or negotiation between All Parties.

7 Term and Termination

7.1 This MOU shall commence on [date], and shall expire on (date).

7.2 Any one of the Parties may terminate this MOU by giving at least six months notice in writing to the other party.

7.3 Any breach of the MOU may lead to any one of the Parties terminating the agreement immediately with one weeks' notice and for the avoidance of doubt, without any liability falling on any one of the Parties.

Signed for and on behalf of

Edge Hill University:

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Print name:

Position:

Signed for and on behalf of

The Arts Council of England:

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Print name:

Position: