

Glasgow Arts Partnership (GAP)

Memorandum of Understanding

What is a Memorandum of Understanding (MoU)?

It's an agreement which can be used by organisations who wish to develop a collaborative approach with others; it sets out the members, its purpose, and what has been agreed across the parties about how the collaboration works: the rules under which it operates.

Why use one?

Written agreements aid clarity, help to manage conflict. It's important to state what your objectives are, roles and responsibilities, and what will happen when the collaboration ends.

A Memorandum of Understanding (MoU) can be a useful tool for creating the conditions for effective collaboration, joining parties together to achieve a specific outcome, and helping to solidify how the partnership will work. The MoU is essentially a statement of intent, agreed in good faith by those who sign it on the basis that it is a fair and honest representation of their intentions.

Is it legally binding?

It is not intended to be fully legally binding in the way that contracts are, but it is stronger and more formal than a conversation, a handshake or traditional gentleman's agreement.

Glasgow Arts Partnership (GAP): **Memorandum of Understanding**

Contents

1	Purpose & Scope
2	Participating organisations
3	Vision statement
4	Long term Objectives
5	Duration
6	Roles & Responsibilities
7	Accountability
8	Aims and Values
9	Managing the Partnership
10	Communications
11	Confidentiality & Data Protection
12	Funding & Business Arrangements
13	Amendments and Disputes
14	Exclusivity
15	Intellectual property
16	Termination
17	Key Contacts
18	Acceptance

APPENDIX – Meeting Rules

1 Purpose and Scope

This Memorandum of Understanding ("MoU") is intended to demonstrate commitment to collaboration which will bring about mutual benefit for the parties involved, *hereafter known as the partners* and their target communities.

This MoU defines the relationship between the partners and sets out roles and responsibilities within this; it sets out how the group will be governed, the duration of the arrangement, principles of working together and agreed terms and conditions.

The MoU is not a contractual document and does not impose any legal obligation on any party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

2 Participating Organisations

All partners contributing will commit to the MoU by signalling their agreement as part of the GAP sign-up process.

The participating partners are:

Each member of Glasgow CAN who signs up to join GAP by filling in the relevant form and noting that they have read and agree to this MoU

The lead organisation is:

Glasgow Connected Arts Network (Glasgow CAN)

3 Vision Statement

The Glasgow Arts Partnership is a collaboration between Participatory Arts organisations and freelance creative practitioners and producers across Greater Glasgow, covering a range of disciplines and backgrounds. An arts or creative project is 'participatory' if people from a thematic or geographical community take part and the purpose is to instil positive social change. The emphasis is always on the needs of those who are engaged, not the work of the artist. Glasgow CAN's vision statement is;

'Everyone in Glasgow should have access to a rich and varied artistic landscape.'

The partnership is led by Glasgow CAN, which exists to nurture and develop the Participatory Arts sector in Glasgow so that every Glasgow resident has access to a rich and varied artistic landscape. This is achieved through supporting a membership of five hundred small to medium-sized organisations and creative practitioners with networking, advocacy, training, funding and business development.

Glasgow CAN has a particular focus on ensuring access to the arts with groups and communities that are marginalised by society, often in areas of multiple deprivation in the city. This means that at the heart of the partnership's delivery will be a strong belief in the arts as a tool for positive social change, connecting Participatory Artists with communities across the city and surrounding area.

Often barriers exist between small creative organisations or freelancers accessing tender or funding opportunities. Through being a member of the Glasgow Arts Partnership, Glasgow CAN will lead on identifying relevant funding or tender opportunities which will help ensure this barrier is lifted and more opportunities for collaboration and economic or business development are created. Grassroot practitioners will be able to do what they do best: deliver. This leaves the administration and management of the project to a partner they trust and who has the expertise.

As lead organisation, Glasgow CAN is committed to improving the quality of Participatory Arts activities that the consortium delivers. Funders and buyers will have a clear understanding of the skills and knowledge of the practitioners, what will be delivered and what policies and procedures are in place to support the project. A skills database will be available to interested parties to access, as will policies and procedures. Customers will be reassured that all of the freelancers and organisations involved are all of an agreed standard to deliver the work through a carefully conducted application and selection process. They will also be reassured that members will be kept up-to-date with relevant policy and legislation in order to carry out any projects. All members will be working under clear guidance and in conjunction with relevant policy legislation and industry standards in regards to rates of pay.

The outcome of the projects delivered by the partnership should be shaped by those involved and the needs of communities. The purpose of the project should be of benefit to the participants, for example to achieve positive social change, raise confidence and self-esteem, promote community cohesion or raise awareness of an issue affecting people's lives. The project must be accessible and where possible activities should be free to participants. Monitoring and evaluation must be integral to the process and practitioners should be self reflective. A project report will be completed as standard at the end of every project and will be made available to relevant parties.

4 Long Term Objectives of the Partnership

The Specific Long Term Objective(s) of this Collaboration are:

- To improve collaboration between creative practitioners and Participatory Artists/arts organisations in Greater Glasgow
- To increase the skills and capacity of arts organisations and individual artists to bid for and deliver contracts or funded projects
- To improve the perceived value of creative and participatory arts as a whole
- To enable local communities to better access Participatory Arts practices and artists
- To implement and deliver an ongoing programme of training and support for consortium members once processes are in place and the consortium has been formally established.

5 Duration

The MoU is designed to cover the period during which the Collaboration is operating and is effective from the date of signing up to the point of either: leaving Glasgow CAN as a member, notifying Glasgow CAN that the member wishes to no longer be a part of GAP, or at the point that GAP may cease to operate.

6 Roles and Responsibilities

The Lead Organisation (Glasgow CAN) will be responsible for:

- Working with the GAP members to develop and provide services
- Developing opportunities to share with the GAP members
- Facilitating the selection process between GAP members and particular opportunities
- Supplying the agreed support to the Partnership to agreed timescales and specifications
- General communications, and facilitating the Steering Group
- Servicing any other meetings required across the partnership; agreeing agendas, etc.
- Drafting Tender Documentation on Behalf of the Partnership
- Supplying financial information & systems
- Supplying Support relevant to the collaborative process in relation to subcontracting; namely project management, curation services and project evaluation
- Providing service delivery and performance information to purchasers
- Working towards making the service more sustainable
- Overcoming barriers to delivery through supporting and advocating for the partnership and individual members

- Undertaking any specific training and support of the partnership members

Partner Organisations will be responsible for

- Monitoring opportunities available through GAP and applying or discussing with Glasgow CAN if there is an opportunity that the member is interested in
- Working with Glasgow CAN to identify opportunities for collaboration with other members to undertake projects
- Attending meetings relevant to specific opportunities and participating in decision-making
- Contributing to the development of GAP by sharing ideas, creative aspirations and helping to identify areas of need within the local community. Responding to surveys or member consultation where possible
- Considering whether the member is able to contribute to the Steering Group, either on occasion or in the longer term
- Ensuring their organisation fulfils any contractual obligations arising through this collaboration
- Ensuring their organisation fulfils the agreed terms of this agreement
- Ensuring that any information provided in project applications is correct, up to date, and includes any documentation required by Glasgow CAN or the project funder
- Assisting Glasgow CAN to develop projects by providing up to date information about the services offered by the member, and relevant information and material about the member's creative practice

7 Accountability - Partner Organisations

It is the responsibility of all partners involved within the collaboration to share, inform and secure agreement within their own organisational governance arrangements for the collaborative activity and its full delivery. It will be each partner's obligation to highlight any discrepancy between their own governance arrangements and this collaborative model, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.

In order to join the Glasgow Arts Partnership, members should ensure that the aims and values of their organisation are broadly aligned with the aims and values of Glasgow CAN. This will guide the development and execution of GAP projects. The partner should inform Glasgow CAN of any conflict of aims and values.

8 Aims and Values

The Partnership relationship will be based on:

- Equality;
- Mutual respect and trust;
- Open and transparent communications;
- Co-operation and consultation;
- A commitment to being positive and constructive;
- A willingness to work with and learn from others;
- A shared commitment to providing excellent services to the community; and
- A desire to make the best use of resources.

Aims and Values of Glasgow CAN:

Aims

We aim to:

- Promote and nurture supportive and mutually beneficial partnerships and collaboration
- Provide practical support and information to allow the sector to develop excellent practice
- Support the development of participatory arts programmes in areas where they are most needed
- Represent and advocate for the value, needs and rights of the artistic community at a strategic level
- Provide routes for disadvantaged young people to develop careers in the creative industries

Underpinning these aims are our three values of:

Values

Diverse Representation

We support work which celebrates our differences, promotes equality and improves access to the arts for marginalised groups. We support projects which specifically involve work with groups including but not limited to :Refugees and Asylum Seekers, the LBGT+ community, young people, women's groups, older people, those with ill health or disabilities.

Accessibility

We support work which extends the reach of Artists and Organisations to communities that do not have adequate access to the arts. This may be due to isolation, geography, socio-economic status and other barriers. We particularly support pilot programmes. Projects must have a focus on sharing learning with others and working together. We will develop guidelines, share learning and reach communities where there is low provision of creative activities.

Connection

We seek to bring people together to promote and develop Participatory Arts programmes. We actively support Artists and Organisations to work with each other and communities through partnership initiatives. Projects which have a clear plan to share learning and information are particularly encouraged. Our CONNECT events offer an opportunity for practitioners to meet with each other, share ideas and to find ways of working together to benefit communities across Glasgow.

9 Managing the Partnership

Structure

The Glasgow Arts Partnership will operate under a 'Managing Agent' model. This means that Glasgow CAN as the lead organisation will act as Managing Agent. The Managing Agent will identify and administer opportunities. Glasgow CAN will be guided by the contribution of the members and the Steering Group, however the final decision on whether to proceed with projects and on how to manage specific projects will rest with Glasgow CAN.



Group Name	Responsibilities	Membership
Steering Group	Advising Glasgow CAN on the ongoing development of GAP	Voluntary from the GAP membership. External advisors may be invited to participate
Operational Group	Leading and managing GAP	The core team made of Glasgow CAN staff and freelancers
Project Team	Undertaking the activities of specific projects	Selected GAP members and collaborators

Meetings – Rules

Partners agree to the Meeting rules set out in the Appendix.

10 Communications

The Parties commit to communicating openly and constructively and to sharing good practice.

The parties will set out and agree a communications plan for the partnership.

11 Confidentiality and Data Protection

The participating partners named at section 2, agree to share information with each other relevant to the consortium and any related projects.

The partners may at times acquire information that is confidential. Partners must not disclose confidential information for commercial advantage or to disadvantage or discredit other parties to the consortium or anyone else.

There is a separate non-disclosure agreement related to bid writing for GAP. Members will sign up to this agreement in order to join GAP.

Any personal data obtained or used by any of the partners in the course of the consortium shall be processed in accordance with the GDPR and the Data Protection Act 2018. Any personal data will be:

- used fairly, lawfully and transparently
- used for specified, explicit purposes
- used in a way that is adequate, relevant and limited to only what is necessary
- accurate and, where necessary, kept up to date
- kept for no longer than is necessary
- handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction or damage

Where there is an expectation that personalised data needs to be processed, this will be collected with informed consent from the outset. Informed consent will normally include a signed consent form.

Processing of personal data may also be carried out where it is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

12 Funding and Business Arrangements

All partners agree to progress the agreed model for the duration of the MoU.

For some projects Glasgow CAN may administer funding directly to the GAP members. For others it may be necessary for the GAP member to invoice the funder directly upon completion of the agreed works.

GAP members may at times sign contracts directly with Glasgow CAN, and at other times directly with funder/buyer organisations.

Glasgow CAN will manage and administer any funding available to develop GAP in terms of setting up the consortium and seeking project opportunities.

Glasgow CAN will lead on tendering and may sign contracts on behalf of the partners.

Glasgow CAN may lead on purchasing however at times partners may be required to purchase materials and equipment etc directly from within their agreed project budget.

13 Amendments and Dispute Resolution

Process of Amendment

- Once agreed, the MoU may only be amended by agreement of the Steering Group. Once approved, amendments should be attached as annexes to the original MoU.
- The MoU will be reviewed annually by the Steering Group or earlier if required. Any changes will be mutually agreed by the Parties.
- The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever. The Parties will therefore be individually liable for any costs arising from amendments to the MoU.

Dispute Resolution

- Any issues or disputes between individual parties to this agreement which cannot be immediately resolved should be brought to Glasgow CAN.
- Glasgow CAN will include a fair representation from each of the Parties.
- Glasgow CAN will act as final arbiter in all disputes. If necessary, Glasgow CAN will seek advice from the Glasgow CAN Board or other third parties.
- All parties agree to follow the dispute resolution process set in place by partners.
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14 Exclusivity

As Partners may be building on the professional networks, content and the knowledge base of each other, the collaborative group may agree a level of exclusivity and would require to be consulted, and agreement sought, on the engagement of or involvement with other parties who may operate in similar networks or industry, where that may compromise this agreement.

The Partners will retain in strict confidence any sensitive or confidential information distributed to the members and use it only for the purpose of developing the Partnership and not disclose it to a third party without the prior written consent of the Partnership.

Please see the non-disclosure agreement for GAP for further details of this agreement.

15 Intellectual Property

Any project materials, activities, partnerships that relate to the explicit delivery of all activities and/or services agreed under this MOU shall remain the Intellectual Property of the original authors. Whenever used, the rightful owner will be respected and acknowledged. Any unauthorised use of either party's materials may be subject to the appropriate law.

If a party disengages from the collaboration, they are no longer entitled to use such property.

16 Termination

This agreement may be terminated in the case that:

- A member leaves Glasgow CAN
- A member notifies Glasgow CAN that they no longer wish to be a part of GAP (but remains part of Glasgow CAN)
- At the point that GAP may cease to operate
- If a member is engaged in contract delivery then they are obliged to complete the requirements of their contract prior to leaving GAP as a member
- In cases where due to unforeseen circumstances it is no longer possible for a member to meet the terms of their contract the required actions will be described in the artist contract for the specific opportunity

17 Key Organisation Contacts

The key contacts for the Partnership are as follows:

GAP project coordinator – gap@glasgowcan.org

Glasgow CAN (general) – info@glasgowcan.org

18 Acceptance

By signalling via the application form that they have read and agree to this Memorandum of Understanding, members of Glasgow CAN become authorised signatories to the collaboration that forms the Glasgow Arts Partnership.

Appendix

Meeting Rules (based on the existing Steering Group Terms of Reference):

1. All steering group members must have full mandated authority from their respective organisations/boards to make decisions on consortium development strategy.
2. Meetings will be held regularly, as business dictates, or at least every two calendar months.
3. Meetings will be held initially via Zoom due to the COVID-19 pandemic, but may include face-to-face meetings once it is safe to do so.
4. Regular steering group members must be committed to attending every meeting if possible and, where necessary, offer advice or provide feedback between meetings. Please see advice from Glasgow CAN on drop-in engagement as this evolves.
5. Agendas and papers will be circulated at least 2 working days before meetings.
6. Minutes/notes of meetings will be circulated following the meeting in question.
7. Decisions at the meeting will be subject to a vote of at least 75% of attendees in agreement. In the event of a tie, the Glasgow CAN Executive Director will have the deciding vote.
8. It is recommended that updates on the work of the steering group be a standing item on the agendas of the participating organisations' respective Board/management group meetings (where applicable).
9. The Memorandum of Understanding can be varied through a 75% majority agreement of all partner organisations present. As above, In the event of a tie, the Glasgow CAN Executive Director will have the deciding vote.
10. Votes and decisions will be taken by the members in attendance, and considered quorate so long as there are at least 4 members present.
11. The Executive Director of Glasgow CAN will invite non-members to attend or present at working group meetings as appropriate. Non-members will not be able to vote.

12. If during a voting or decision-making process the members present identify an issue as sensitive and requiring wider consultation then a decision may be deferred until this has taken place.

13. The Steering Group will be chaired by Glasgow CAN.

14. Partnership discussion, actions and agreements will be clearly outlined within the meeting Minutes.

15. Any Partner can call an additional meeting, should this be warranted and be in the interests of the Partnership with at least 7 days' notice.

16. All parties agree to be transparent and to declare any potential or actual conflicts of interest at each meeting.