



Arts Connect  
Investment Programme

**Agreement terms for 2015-18 investment  
programme**

**Arts Connect  
Investment Programme Agreement  
General Terms and Conditions**

**This contract describes the terms and conditions of the partnership agreement made between:**

1.	<b>Partner</b>	<b>UNIVERSITY OF WOLVERHAMPTON</b> Wulfruna Street, Wolverhampton, West Midlands WV1 1LY  <b>Who are the legally responsible body for Arts Connect (AC) which is the operating name of the 'bridge' programme</b>	
1.1	<b>NB</b>	<b>Please return this agreement to</b>  Arts Connect, c/o mac, Canon Hill Park, Birmingham B12 9QH	<b>All Invoices should be addressed and sent to:</b>  Arts Connect University of Wolverhampton Finance Department MX Building Camp Street Wolverhampton WV1 1AD

**And:**

1.2	<b>Partner</b> (referred to as 'the Organisation')	
1.2.1	<b>Address</b>	

This Agreement (the "Agreement") sets out the respective responsibilities in this collaboration between the University, through Arts Connect (referred to as 'AC') and the Organisation. It must be signed by representatives of the Organisation with the appropriate delegated authority to enter into this Agreement.

This agreement shall come into effect on [xxxxxxx] and shall continue to [xxxxxxx]. It may only be terminated by one party writing to the other, 28 days before the proposed date of termination.

Further, if either Party:

- (i) breaches any material conditions of this Agreement and fails to remedy such material breach within thirty working days after receipt of a written notice from the other Party.
- (ii) enters into bankruptcy or liquidation, has a receiver, or administrator appointed over the whole or any part of its assets or becomes insolvent or is otherwise unable to fulfil its commitments.

the other Party may terminate this Agreement in respect of that Party by sending notice of termination in writing to that Party and such termination shall be effective as the date of receipt of such notice.

If on termination, the Organisation has any unspent AC funds, such monies must be repaid to the AC.

2	<b>Summary of the investment proposal with anticipated outputs and outcomes</b>	The Organisation will receive investment to support the proposal submitted on {xxxxx}  Summary	
2.1	<b>Agreed Level of Partnership</b> (see paragraph 2.1 and 2.2)	AC will invest a total of no more than [XXXX] payable in [x] instalments	
3	<b>Management</b>	Arts Connect (AC) manages the Partnership Investment programme. Arts Connect is partnership programme of the University of Wolverhampton and Culture Central.  The responsibility to manage the activity (within the Organisation) rests with the Organisation.	
3.1	<b>Finance</b>	In order to devolve as much autonomy as possible to the Organisation, streamline financial procedures and minimise paperwork, all funds will be released directly to the Organisation. The Organisation will therefore manage their grant through their existing financial arrangements which in turn, will provide an audit trail of expenditure against the grant. Payments will be released as described in paragraph 3.1.1	
3.1.1	<b>Payment schedule and conditions</b>	Payment will be made in instalments. The payment schedule shall be:  Instalment one: £{xxx} on receipt of signed contract and: [insert conditions]  Instalment two: upto £{xxx} on receipt of evidence of 1:1 levered income [insert conditions]  Instalment three: upto £{xxx} on receipt of evidence of 1:1 levered income [insert conditions]  Final Payment: £[xxx] on evidence that the total investment has been matched 1:1 and receipt of a final report with income and expenditure accounts showing clearly where new income has been achieved [insert conditions]  Expected payment release dates:  Instalment one: on receipt of signed contract Instalment two: Instalment three: Final payment:  Payment dates after the first instalment are approximate as they are conditional upon matched income being received. It may be that this is achieved sooner or later than expected and in these circumstances AC will review the payment schedule with the Organisation.	
3.1.2	<b>Reporting</b>	The organisation is required to give regular updates to Arts Connect as part of key planning and evaluation through invitation to steering group meetings, verbal communication and to events/activity.	

		<p>The Organisation is required to submit an Interim Report XXXX, (Arts Connect will supply a template) with evidence of match income generation in a detailed income and expenditure budget.</p> <p>The Organisation is required to submit a Final Report by XXXX (Arts Connect will supply a template) with evidence of match income generation in a detailed income and expenditure budget.</p>
3.1.3	<b>Ineligible spend</b>	<p>AC funds cannot be used for the following:</p> <ul style="list-style-type: none"> <li>• Individuals or proposals for the benefit of one individual</li> <li>• Investment from an Arts Council or National lottery funding source</li> <li>• One-off events</li> <li>• Proposals about property or which are mainly about equipment or other capital items</li> <li>• Overseas travel, expeditions and residential courses</li> <li>• Promotion of religious or political beliefs</li> <li>• Proposals that benefit people living outside the region</li> <li>• The continuation or expansion of existing provision, unless there are significant elements of innovation and change</li> <li>• Applications which primarily benefit the private sector and/or from sole traders</li> </ul>
3.2	<b>Risk Assessment/ Safeguarding</b>	<p>The Organisation is responsible for ensuring its own Safeguarding/Child protection policy and procedure. AC reserves the right to view such policies on request.</p> <p>The responsibility to undertake risk assessments for any activity proposed or delivered by the Organisation rests wholly with the Organisation. Neither the University nor AC take any responsibility for, nor can accept any liability for, the activities delivered by the Organisation.</p> <p>The University and AC require any staff/employees or other person who will be working in the Organisation on behalf of external partners to have an up-to-date (within two years) DBS certificate. It is the Organisation's responsibility to ensure that it has been seen and is satisfied with this certificate before project delivery commences.</p>
3.3	<b>Contracting third parties</b>	<p>The responsibility to contract external partners (for example artists, creative consultants, freelance designers, professionals from the creative sector etc) to support the delivery of activity outlined in 2 rests with the Organisation. All external partners delivering work in the Organisation must be under contract before any work commences.</p> <p>The University and AC take no responsibility for contractual problems that arise between the Organisation and any external partner delivering work in the Organisation.</p>
3.4	<b>Publicity</b>	<p>AC will work with the Organisation to share and promote the partnership.</p> <p>If the Organisation publicises or markets its own activity, the Arts Connect, and Arts Council logos must be clearly displayed on all material produced, along with the acknowledgement: 'Supported by Arts Connect through the Partnership Investment Programme'. All logos and brand guidelines will be supplied.</p>

		<p>The AC Communications Manager should be sent a proof copy of publicity materials before they are signed off and distributed. This includes marketing materials and press releases publicising the project or activity. Arts Connect can provide a supporting quotation and boilerplate copy for use in press releases.</p> <p>The AC Communications Manager will provide the Organisation support in profiling good practice through the AC website and newsletter. We may ask for images and copy to support the creation of case studies and other such publicity that we may undertake, in conjunction with the organisation</p> <p>However, nothing in this Agreement shall confer on either Party any right or license to use any other trademark, service mark, logo or trade name owned or claimed to be owned by either Party or any Associates of either Party unless expressly agreed in this Agreement or agreed in writing by the Parties.</p>
3.4.1	<b>Documentation</b>	On occasion, AC may request photographs, media or video footage of activity taking place in the Organisation. AC will not use images / video footage without agreement from the Organisation. It is the Organisation's responsibility to ensure that all necessary permissions have been secured, using the Organisations own policy and procedures. AC may request to view policy and procedures.
3.5	<b>Freedom of Information</b>	<p>Nothing in this Agreement shall be interpreted as contravening any of the provisions of the Freedom of Information Act (FOIA) 2000 to which both Parties are subject. To this end both Parties acknowledge and accept the other Party's obligations therein.</p> <p>When an FOIA request is received by a Party and it may need to disclose information received from the other Party in responding to the FOIA request, it shall give prompt written notice to the other Party, said notice shall give details of the information that may be disclosed. The other Party shall endeavour to respond with comments within ten (10) working days of receiving such notice and shall proffer assistance in determining whether or not an exemption under said Act applies to the FOIA request.</p>

4	<b>Monitoring</b>	The Organisation will be asked to provide quantitative and qualitative monitoring information about its activity using the reporting documentation provided by AC. We are keen to understand the impact of our investment over the course of the investment on, but not restricted to: new opportunities for young people, new investment secured, impact on beneficiaries of activity and the Organisation.
4.1	<b>Evaluation</b>	AC expect that the Organisation will have in place a suitable evaluation process for capturing and reporting on outputs and outcomes.
4.2	<b>Notices</b>	Any notice to be given under this Agreement shall be sent by AC and/or the Organisation by email and confirmed by registered mail to AC and/or the Organisation
4.2.1	<b>Lead Contact</b>	[insert AC lead contact]
	<b>Email</b>	
	<b>Phone</b>	0121 446 3204
	<b>Contact</b>	
4.3	<b>Amendments</b>	This agreement overwrites any previous agreement for grant funding and activity as detailed in 2. No further variation of this agreement shall be

		effective unless it is made in writing, refers specifically to this agreement and is signed by both parties.
4.4	<b>Governing Law</b>	This Agreement shall be governed by and construed in accordance with English Law and each Party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.
4.5	<b>Non-Assignment</b>	This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by either Party other than to their respective Affiliates, in whole or in part, without the express prior written consent of the other Party, which shall not unreasonably be withheld.
4.6	<b>Disputes</b>	In the event of any difference, dispute or question, arising from this Agreement, the Parties will endeavour to settle such matters amicably between themselves at the operational level of this Agreement. In the event that any disputes cannot be resolved at this level then the senior executives of the Parties who have authority to settle the same shall use good faith efforts to resolve the same. However, should they be unable to reach agreement between themselves, the matter shall be settled finally by reference to the Courts, except as provided for elsewhere herein.
4.7	<b>No Partnership or Agency</b>	In the performance of obligations hereunder both parties shall be deemed to be an independent contractor.  Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise any party to act as agent for the other. Save where expressly stated in this Agreement, neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

<b>Summary of partners' roles and responsibilities</b>		
	<b>By signing this agreement, AC agrees to...</b>	Invest in the project proposal Provide ongoing support and advice to the Organisation as required Monitor progress Support with communications and promotion of impact Provide links to other opportunities for development such as the relevant Cultural Education Partnership Collate all monitoring and evaluation material and report to Arts Council England. Engage with the Organisation as in investment partner Adhere to its responsibilities set out in this agreement
	<b>By signing this agreement, the Organisation agrees to...</b>	Deliver the investment programme as proposed Keep AC informed if there are any changes or variations to the programme Provide monitoring, evaluation and reporting data Engage with AC as in investment partner Adhere to its responsibilities set out in this agreement

This agreement is signed and agreed by:			
6	For the University		
		Rob Elkington Director Arts Connect	Date
		[If over £25,000]  Dr John Pymm, Dean of the Faculty of Arts, University of Wolverhampton	Date
6.1	For the Organisation		
		Name: Position:	Date
		Name: Position:	Date