

Wolverhampton Art Gallery
City of Wolverhampton Council
Penelope Thomas, Learning and Engagement Officer
Lichfield Street
Wolverhampton
WV1 1DU

10 January 2024

Going Places Partner Agreement – Development Phase

National Art Collections Fund (trading as Art Fund) (we, us, our or Art Fund) is delighted to select City of Wolverhampton Council (you or Partner) for the project Going Places, defined in Schedule 1. Art Fund will make an initial grant of £490 (Initial Funds) and during the development phase you will have the opportunity to apply to centralised project funding for further funding (Further Funds) to be provided at Art Fund's absolute discretion (Initial Funds and Further Funds together make up the Grant) to support participation, as specified in Schedule 1 to this letter. This agreement will cover the period of time that the programme is in development phase: 2 January – 30 November 2024 (Project Period). If we are able to proceed to delivery phase (estimated to be Jan 2025 – Dec 2029) a further agreement will follow.

As discussed, I am writing to confirm the conditions which attach to the Grant.

APPLICATION OF FUNDING

The Grant must be used only for the Permitted Spend and for no other purpose whatsoever.

VAT

2. The grant is not a consideration for any taxable supply for VAT purposes.

2.1 You acknowledges that the Art Fund's obligation does not extend to paying any amounts in respect of VAT in addition to the grant.

2.2 If you are registered for VAT, or you subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available and give copies to Art Fund when requested.

2.3. If the grant includes any or all of the VAT costs associated with the Project and you subsequently recover any VAT, you must pay back immediately any of the VAT that has been paid for with the grant.

PAYMENT

3. The Grant(s) will be paid to you in the following stages;

3.1 £490 upon your returning to us the copy of this letter duly signed along with an invoice for such amount (January 2024);

3.2 Further Funds may be agreed throughout the development phase, with funding available on application by the Partner at Art Fund's absolute discretion for activities such as community engagement / consultation / co-production / co-curation, and other network activities such as travel and research. See Schedule 1 for further details.

The Grant will be paid to the Partner's bank account.

You will be required to provide receipts or other documentation evidencing Grant expenditure upon request from Art Fund or the Funders. If such receipts or documents indicate that you have not spent the full amount of the Grant, we may withhold all or part of future Grant payments or demand repayment of Grant monies already paid.

OTHER COSTS

3.3 Art Fund will be responsible for meeting the costs of provided training and skills sharing opportunities and attendance at the in-person Project meetings Art Fund organises (including reasonable travel, accommodation and subsistence) for up to two attendees from the Partner.

COMMUNICATIONS AND SHARING SUCCESS

4. Art Fund, The National Lottery Heritage Fund (NLHF) and any additional funders (together the Funders)' contributions to the Project must be acknowledged in all literature and/or other materials generated by you as part of, or to publicise the Project including (but not limited to) events, displays, resources, film or video content, posters, leaflets and brochures about the Project. You must follow Art Fund and the Funders' instructions regarding acknowledgments and communications.

5. You will comply with the stipulations as set out by the Funders in terms of publicity requirements and will display logos as required by the Funders on any materials relating to the project. Partner will also ensure that this clause 5 is complied with by any of its contractors and is liable for acts and omissions of contractors as its own.

6. Funder support of the Project must be acknowledged through correct use of the credit line and logos. Crediting guidelines are specified in Schedule 2. All materials and logo use must be shared with Art Fund for prior approval, please allow ten working days. You must acknowledge the Funders' support publicly and make it clear the funding has been made possible thanks to National Lottery players. Your acknowledgement must be prominent, visible and proportionate to the size of the Grant. NLHF acknowledgement includes but is not limited to displaying NLHF's 'Made possible' stamp or logo prominently in your project, and using the message 'Thanks to National Lottery players'.

7. Partner will obtain Art Fund's (and Funders' approval via Art Fund) prior written approval in advance of publication of any publicity materials relating to the Project. We and/or The National Lottery Heritage Fund and other Funders at our absolute discretion, may publicise details of the Project in any way we think fit;

8. You will not use Art Fund's name or logo in a way which may adversely affect the image of Art Fund or cause any negative publicity or otherwise damage or injure our reputation and standing.

9. You agree to work with us in good faith in order to showcase and promote the Project throughout the Project Period.

INTELLECTUAL PROPERTY

10.1 For the purposes of this clause 10, Digital Outputs are defined as all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

10.2 For the purposes of this clause 10, Property is defined as any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital Outputs, intellectual property rights and any documents that you produce or order as part of the Project.

10.3 You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.

10.4 You must tell us and the Funders, in writing, within three working days about any significant loss or damage to the Property.

10.5 You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.

10.6 Please share with us high-quality imagery you produce in the course of the Project and ensure it is suitable for publication and copyright-cleared for use by the Funders. You must ensure you have the written consent of the copyright owner of any assets you send to us so that the Funders can use them to represent the Project across their own digital channels and in the media. If digital outputs are produced with grant funding, including photographs, you must share them under open license (Creative Commons Attribution 4.0 or CC-BY 4.0) unless an agreement has been put in place and you have agreed this with us in advance. If photographs are not produced with grant funding and it is not possible to share them under open license you agree to grant Art Fund and NLHF a royalty free, irrevocable license to use, copy, keep and disseminate the photographs as we see fit and to grant sub-licenses of the same for the at least two years. If your imagery includes people, you must gain their permission (or that of parents or guardians for children under 16) before you submit them to us, Please let us know in advance of taking photographs of individuals and we can provide an appropriate consent form. Where possible, photographs which do not show individuals' faces and where individuals are not identifiable within the image are preferable.

10.7 You agree to:

- a. grant the Funders a non-exclusive, royalty free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind for at least two years.
- b. apply a Creative Commons Attribution 4.0 International (CC BY 4.0 <https://creativecommons.org/licenses/by/4.0/>) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- c. clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
 - i) code and metadata created in the course of the project; and
 - ii) Public domain assets or non-original digital reproductions of public domain assets
- d. obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- e. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent;

- f. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the date NHLF deems the project complete and writes to Art Fund to confirm the same (Project Completion Date).
- g. comply with this agreement in relation to the digital files that make up the Digital Outputs for the duration of the Project Period and for two years after the Project Period ends and ensure free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without the Funders' prior written consent.

EVALUATION AND REPORTING

11. Art Fund will be appointing an external evaluation consultant to support the development of Going Places, with whom the Partner will be required to work. All parties are committed to providing any information related to the Project needed to draw up progress reports, including a representative selection of high-resolution digital images illustrating the Project activity as described in clause 10.6.

PERSONAL DATA

12. The parties have determined that they act as independent controllers of Personal Data in relation to the Project. If this determination changes the Parties will in good faith endeavour to update this clause 12 accordingly. The parties will manage Personal Data as follows:

- a. Both parties will comply with their obligations under all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party ("Data Protection Legislation"). Controller, Processor, Information Commissioner, Data Subject and Personal Data, Processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
- b. Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Personal Data which it processes under this Agreement.
- c. Art Fund is Controller over Personal Data it holds on its systems for the purposes of corresponding with Partners and inviting Partner staff to Project events. Art Fund may collect your personal data, please see Art Fund personal data policy for grant giving in our privacy and cookies policy on the Art Fund website <https://www.artfund.org/pages/privacy-and-cookies>. Our processing of personal data may include but is not limited to email addresses of Partners' staff and event attendees and photographs containing personal data which you provide to us in accordance with clauses 10 and 11.
- d. The Partner is Controller over Personal Data which is processed in the course of the Project, including Personal Data it holds on participants in the Project, community groups and others engaged in the Project or consulted with during the Project. The Partner will not share this personal data with Art Fund. The

Partner will ensure any personal data is removed or fully anonymised before sending any documents, information or reports to Art Fund or the Funders, except names and contact details of museum staff members attending events organised by Art Fund and photographs provided under clause 10 and 11 with valid consent from the individuals.

- e. The parties undertake to have in place throughout the Project Period appropriate technical and organisational security measures to ((i) prevent unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of or damage to Personal data and (ii) to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected. The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term of this Agreement.
- f. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process Personal Data in accordance with the technical and organisational security measures together with any other applicable Data Protection Legislation and that staff members have entered into confidentiality agreements or contracts containing confidentiality clauses relating to the Processing of Personal Data. The level, content and regularity of training referred to in this clause shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of Personal Data.

SAFEGUARDING

13. The Partner must have a safeguarding policy which covers safeguarding of vulnerable adults and children and its child protection procedures and must provide this to Art Fund upon request. The Partner must agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met; behave ethically by following the 7 principles of public life and make sustainable choices to reduce the Project's impact on the environment and follow the government Code of Conduct that sets out standards of behaviour for people or organisations that receive government grants and ensure that its actions do not cause Art Fund to breach Funders' requirements.

In addition, if the Partner is engaging in regulated activity under the Safeguarding Vulnerable Groups Act 2006 (Regulated Activity):

13.1 The parties acknowledge that the Partner is a Regulated Activity provider with ultimate responsibility for the management and control of the Regulated Activity for the purposes of the Safeguarding Vulnerable Groups Act 2006.

13.2 The Partner shall ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service and monitor the level and validity of the checks under this clause for each member of staff.

13.3 The Partner shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to participants.

13.4 The Partner warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Partner in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

13.5 The Partner shall immediately notify Art Fund of any information that it reasonably requests to enable it to be satisfied that the obligations in this clause 13 have been met.

13.6 The Partner shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children.

13.7 The parties acknowledge that for the purposes of DBS checks carried out on individuals pursuant to this clause the Partner is the Controller.

13.8 The Partner will ensure that it has all necessary appropriate consents and notices in place to obtain the DBS Checks and to enable lawful disclosure of the DBS certificates and any other relevant personal data to the Partner for the duration and purposes of this Agreement.

ASSIGNMENT AND TERMINATION

14. Neither of us shall be liable or responsible to the other for any failure to perform, or delay in performance of, any of our respective obligations under this Agreement that is caused by events outside our reasonable control (a "Force Majeure Event"). The obligation for performance under this Agreement will be deemed to be suspended for the period that the Force Majeure Event continues and the affected party will have an extension of time for performance for the duration of that period. We will each use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our respective obligations under this Agreement may be performed despite the Force Majeure Event.

15. You may not assign or transfer any of your rights or obligations under this agreement without our prior written consent. You may subcontract work under this Agreement but you will remain liable for acts and omissions of subcontractors as though they were your own.

16. If any of the conditions set out in this agreement is breached in a material respect and (if capable of remedy) such breach is not remedied within 60 days, we reserve the right at our sole discretion to require that all or some of the Grant is repaid. We shall exercise this right by specifying in a notice in writing to you the amount of the Grant which is to be repaid. Any sum which is specified in the notice and is not repaid within 60 days of the date of the notice will bear interest charged on a daily basis at the then base rate of our clearing bank.

Please sign and return to me the duplicate copy of this letter by way of the Partner's acknowledgement of acceptance of its terms.

Rachael Browning
Director of Programme and Policy
rbrowning@artfund.org

On Duplicate

I, **NAMED PERSON**, hereby acknowledge that **City of Wolverhampton Council** accepts the terms and conditions set out in this letter

Signature:

Print name:

Duly authorised signatory

SCHEDULE 1

Project:

Going Places will engage and involve underrepresented audiences with museum collections through high quality, collaborative touring exhibitions and public programmes. The programme will establish five networks of 3-5 small to mid-sized museums, with each network producing two touring exhibitions over five years (2025-2030). Local communities will be involved in selecting exhibition themes, outreach programming, and bring their voices and stories to each display. These exhibitions will meet high standards of environmental sustainability and build organisational resilience after the compounded challenges of the last few years.

During the development phase the networks will be formed, and participants will:

- gain a better understanding of current and future audiences
- build skills and confidence in collaborating with local audiences and underrepresented groups, including through consultation, co-production and co-curation
- participate in training, skills sharing and mentoring opportunities
- understand touring practicalities and best practices
- be supported in making use of exhibitions tax relief
- have access to funding to support their participation in the development phase, alongside funding to support community activities and research to inform the delivery phase

During the development phase networks will develop outline exhibition and engagement plans (and budgets) for a five-year delivery phase, with the delivery phase funding application submitted to The National Lottery Heritage Fund in November 2024. As Going Places is committed to being truly collaborative, and shaped by participating museums and their local communities, the final programme is yet to be determined but it will include sufficient funding for networks to enable:

- up to two touring exhibitions per network
- continued support for community consultation, co-creation, co-curation and engagement
- continued training and mentoring opportunities
- programme evaluation
- support to develop a wider fundraising strategy around their exhibitions and to build the long-term sustainability of the networks

Definitions:

'Community consultation' means any activity which seeks feedback from community members to inform decision-making. This could take place at any stage of a project, including testing and review following the creation of content.

'Community co-creation' means the involvement of the community in the creation of the content. This includes object interpretation, displays and exhibitions, educational resources, artworks, websites, tours, events and festivals. Community members involved in co-creation should be compensated for their time.

‘Community co-curation’ means sharing ownership of a project (exhibition / display / resource / event etc.) with the community (this could be anything from one individual up to a large community group / or local organisation). The community are part of the decision-making process, and, alongside the museum, have responsibility for the outcomes of the project. Community members involved in co-curation should be compensated for their time.

‘Funders’ means the organisations providing funding for the Project and whose rules and regulations must be followed by Art Fund and the Partner.

‘Going Places’ means the UK-wide programme of five networks of 15-25 small to mid-sized museums, with each network producing two touring exhibitions over five years (2025-2030). Local communities will be involved in selecting exhibition themes, outreach programming, and bring local voices and stories to each display

“Permitted Spend” means spending of the Grant in the following areas in order to facilitate the Project: including staff time and travel, research activities, community consultation, co-creation and co-curation.

‘Project’ means the development phase of Going Places and the activities within this Schedule 1.

Working together:

PARTNER will:

- Participate in Going Places meetings
- Attend training, skills sharing and relevant mentoring opportunities
- Within their network, collaborate with Going Places consultants to support the:
 - development of community engagement resources
 - environmental sustainability resources
 - an evaluation framework
 - the production of a delivery phase activity plan
- Develop and deliver community activities to engage underrepresented audiences and inform the delivery phase activity plan (all activities to be funded through Going Places)
- Provide updates on Going Places activity to Art Fund

Draft outline schedule

January 2024	Project commences and networks are agreed <ul style="list-style-type: none"> • 1x in person kick-off meeting • Initial network meetings (likely online) • Initial phone calls / online meetings with Project consultants
February – March 2024	<ul style="list-style-type: none"> • Networks collaborate – funding available to visit one another’s venues + online meetings • Collaboration with consultants continues

	<ul style="list-style-type: none"> Plans for community consultation / co-production / co-curation are developed
April – June 2024	<ul style="list-style-type: none"> 2x in person training opportunities + online / flexible events Community engagement / consultation work begins – this could be an add on to already programmed events, or something completely new Collaboration with consultants continues
July 2024	<ul style="list-style-type: none"> 1x in person sector facing event to share resources and Going Places activity At this time partners will: <ul style="list-style-type: none"> Have an overview of current audiences, have agreed Going Places audience targets + have audience input to inform future plans. Have a baseline for environmental impact, and a resource to continue monitoring + sustainability strategies will have been updated / created.
August – October 2024	<ul style="list-style-type: none"> Networks collaborate with activity plan consultant to finalise plans and budgets Evaluation materials agreed and distributed to partners
December 2024	<ul style="list-style-type: none"> Delivery phase NLHF application submitted

Art Fund will:

- Facilitate Going Places activities including: meetings, network coordination, Going Places Consultants (see below), training, skills sharing and mentoring opportunities
- Organise travel (and accommodation where necessary) for all in-person activities (all costs covered)
- Provide funding for agreed network activities including – but not limited to – community consultation, co-production and co-curation, exhibition and object research, visits and collaboration
- Create (in collaboration with partners) and submit the Going Places delivery phase grant application to The National Lottery Heritage Fund in December 2024

Partners will also be supported by Going Places consultants engaged by Art Fund.

SCHEDULE 2

Going Places crediting guidelines

See ‘Next Steps’ document provided alongside this agreement.