

**Funding Agreement**  
**1 April 2008 to 31 March 2009**

between the Department for Culture, Media & Sport and Culture East Midlands



**1. Introduction**

This agreement is:

- between the Department for Culture, Media & Sport (DCMS) and Culture East Midlands;
- signed by the Deputy Director, Programmes, and the Chair of Culture East Midlands;
- valid for the period 1 April 2008 to 31 March 2009;

The Consortium's objects and powers are set out in its Memorandum of Association, reproduced at Annex A. These are widely drawn and the Memorandum of Association provides that they should not be narrowly construed. Those objects and powers and the terms of this funding agreement, alongside the financial memorandum and management statement, set out the framework for the relationship between the Department and the Consortium.

The Consortium is a company limited by guarantee, its Chair is appointed by the Secretary of State for Culture, Media and Sport. It is a non-Departmental Public Body.

**2. Purpose of the Agreement**

The purpose of this agreement is:

- to set out the strategic framework for Culture East Midlands' role in co-ordinating regional cultural policy.
- to set out the key activities for the RCCs to deliver through their DCMS grant in aid funding.
- to act as a basis for evaluation of performance against the DCMS priorities.

**3. Strategic Framework**

The Regional Cultural Consortia (RCCs) were established in 1999 as strategic regional cultural bodies with the aims of:

- providing the main focus and channel for debating, representing and developing the whole spectrum of cultural and creative interests in the English regions;
- encouraging and promoting a cross-cutting approach at a regional level through the development of a regional cultural strategy to promote the Department's cultural, social and economic objectives;
- championing regional cultural and creative industries; and
- assisting in improved delivery of cultural services at regional level.



improving  
the quality  
of life for all

These purposes were to be pursued by working, and in consultation, with the full range of regional and sub-regional partners: the Government Offices in the Region, the Regional Chambers, the Regional Development Agencies, the regional agencies of the Department's non-departmental sponsored bodies, regional Lottery distribution bodies and Local Authorities.

The Consortium has no specific responsibilities for the delivery of the Department's strategic objectives or PSA, but its activities should contribute across the board to the Department's work to:

- encourage more widespread enjoyment of culture, media and sport,
- support talent and excellence in culture, media and sport
- maximise the economic impact of the Department's sectors
- deliver a successful Olympic and Paralympic Games.

The Department's strategic objectives to 2011 are set out in full in Annex B.

#### 4. Objectives/Key Activities

Each Consortium operates within the context of, and responsive to, the demands of their region. Accepting the degree of variation that dictates the Department has agreed four priority areas of activity for the Consortium to pursue for 2008-9. Each consortium, across the network of eight, will forward the Department's objectives in each of these four key areas:

##### Regional Strategy Development

The Consortium will:

Support the development of the DCMS cultural sector within the regional development context across three main activity areas:

- Managing, collaborating and contributing to regional strategies and their delivery and to relevant economic and social partnerships and appropriate development initiatives.
  - Examples include, the emerging Integrated Regional Strategy, Regional Economic Strategies, Regional Spatial Strategies, Regional Sustainable Development Frameworks and Strategies, Regional Chambers, Regional Skills Partnerships and the Visitor Economy.
- Engaging with, and delivering, cross sector partnerships at a regional and sub regional level to ensure that the cultural sector maximises opportunities in wider policy and development areas.
  - To include, for example, local authorities, skills, London 2012 (NRG), business development and sustainable communities.
- Ensuring that relevant national policy agendas connect fully with, and can benefit from the experience of, regional initiatives and opportunities.
  - Current examples include the Creative Economy programme and Living Places.

## Local and Sub Regional Cultural Development and Improvement

The Consortium will:

Work strategically, with the Department and its family of NDPBs, to maximise culture's contribution to sub regional and local governance structures. This work may include:

- Developing the cultural voice on sub regional and local partnerships.
- Establishing mechanisms to influence sub regional and local strategy and policy.
  - Examples could include; Local Strategic Partnerships, Regional Improvement and Efficiency Partnerships, Sustainable Communities Strategies, Local Development Frameworks, Sub Regional Spatial Plans and Regeneration Frameworks, Multi Area Agreements and Local Area Agreements.
- Supporting initiatives to build the capacity of the cultural sector within sub regional and local governance structures.
- Supporting initiatives to facilitate the effective monitoring and evaluation of culture's contribution to local policy priorities and quality of life.

## Research

The Consortium will:

- Establish a clear, value adding role for Regional Cultural Observatories within the DCMS Intelligence Framework.
- Be the primary point of strategic advice and signposting for cross cultural domain data and intelligence that is actionable at regional, sub regional and local level.
- Identify and task Cultural Observatories to lead on piloting new methodologies and the delivery of areas of evidence gathering.
- Establish and share delivery exemplars and best practice.

## 2012

The Consortium will:

Engage with regional structures set up to deliver nationwide benefits and a lasting legacy from the London 2012 Olympic and Paralympic Games. This will include:

- The promotion of collaborative working between the cultural agencies to realise benefits across all aspects of DCMS activity, including the roll out of nationwide initiatives and support for proposals from the region
- Promoting 2012 as a catalyst for developing innovative approaches to the use of cultural activity to deliver outcomes for regional policy priorities such as health, community cohesion, economic development, learning and skills.

- Encouraging the effective monitoring and evaluation of Games related activity as a contribution to developing good practice and strengthening the evidence base for cultural strategy.
- Specifically the RCCs will:
  - Continue to employ, the Creative Programmers to support the delivery of the Cultural Olympiad programme in a way that ensures a positive legacy for the cultural life of the region.
  - Support the work of the Legacy Trust within their region.

In working to achieve these outcomes against a backdrop of limited resources across the cultural sector, the Consortium will promote partnership working and co-ordination to deliver greatest value and create real efficiencies.

The Consortium will also draw upon their experience at a regional level to support the development of, and make linkages to, national DCMS policy development.

### **Funding**

The Department will make available to the Consortium funding of:

Resource	£215,000
Capital	-

for the financial year 2008/9.

In addition the Department will make funding available to each RCC to support the employment of the Creative Programmers.

### **Performance Monitoring**

The Secretary of State makes this funding available on the basis that it will be applied for the period of this agreement to the aims, objectives and activities outlined above, in support of the development of national policies and in support of specific regional priorities. This will be reflected in the Consortium's business plan for 08/09 and will form the basis of the Consortium's Annual Report and Accounts. In addition, and as part of an ongoing dialogue, the Consortium will update the Department on key areas of work, initiatives and developments that are of relevance to the Department's policy objectives and development, as and when appropriate.


**Variation**

The terms of this agreement may be varied by agreement between the parties.

Signed: 

Authorised to sign for the Secretary of State:

Date: 22/05/08

Chair of Culture East Midlands: 

Date: 3/6/08.

## OBJECTS AND POWERS OF REGIONAL CULTURAL CONSORTIUMS

### OBJECTS

The Company's objects are:-

1. to promote, encourage, co-ordinate and develop cultural and creative interests in the East Midlands (the "Region") with a view to enhancing the prosperity and enjoyment of life in the Region;
2. to maximise the impact of the cultural and creative sectors on the life of the Region and, in particular, to promote employment, regeneration and health and reduce inequality, crime and social exclusion;
3. to prepare and/or co-ordinate the preparation of cultural strategies for the Region and to oversee their effective delivery;
4. to assist in the delivery of cultural services in the Region and in making them effective;
5. to provide a forum for debating, representing and developing cultural and creative interests in the Region; and
6. to develop or assist in the development of local and national governmental policy relating to cultural and creative interests

(the "Objects").

### POWERS

The Company has power to do anything within the law that may promote or help to promote the Objects or any of them. In particular, the Company has the following powers:-

1. to advise and co-operate with other bodies or persons on any matters concerned, whether directly or indirectly, with any of the Objects;
2. to act as a trustee of any charitable trust;
3. to assist, promote, encourage or support cultural events in the Region;
4. to promote and carry out research and to publish the results thereof;
5. to collate and store data about cultural and creative interests, events and activities in the Region;
6. to commission (either alone or in conjunction with others) artistic, literary or other cultural works and to purchase, acquire and obtain interests in (including intellectual property rights) any work;

7. to promote the association of governmental agencies, local authorities, other local or regional consortia or alliances with cultural purposes, voluntary organisations, trades unions, businesses and the inhabitants of the Region in a common effort to advance, and create and provide improved cultural and creative services, events and interests;
8. to seek to maximise resources from all relevant external agencies to assist the development of cultural and creative interests, services and events;
9. to provide expert advice and consultancy services to enable or assist any person to establish a new cultural or creative enterprise (whether social or commercial) or to expand or re-establish an existing cultural or creative enterprise and to make such resources available on any basis (whether commercial, gratuitous, subsidised or otherwise);
10. to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-ROMs, DVD-ROMs, computer programs, visual and audio aids and other multi-media developments which may occur or other informative material in any medium;
11. to provide education, instruction and carry out research in relation to any of the Objects;
12. to promote, arrange, organise and conduct conferences, lectures, seminars, meetings, discussions and exhibitions;
13. to require payment for admission or for other services or for goods;
14. to acquire by any means (including hire purchase or deferred payments) and hold for any estate or interest, and to sell, let or otherwise dispose of (in whole or part) any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other property of any kind including all of the assets and undertaking of the Company for such consideration as the Company may think fit and to perform any services or provide any consideration in connection with any such acquisition and to develop and build on any property and to construct, equip, improve, manage, develop, alter and maintain any buildings, works and machinery and any other part of the property or rights of the Company necessary or convenient for the Company's business or otherwise;
15. to buy, sell, manufacture, process, repair, alter, improve, refine, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in this memorandum, or likely to be required by customers or other persons having or about to have dealings with the Company;
16. to incorporate, constitute, float or otherwise acquire and/or hold securities or any other interest in any person carrying on any of the businesses or pursuing any of the Objects, to act as a holding company in relation to and to assist (financially or otherwise), manage, control and administer any such person;
17. to subsidise, lend or advance money or give credit on any terms and with or without security to any person (including any subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms;

18. to borrow or raise money upon such terms and in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by the Company by mortgage, charge or lien upon all or any of the Company's property (both present and future) and also by any similar mortgage, charge or lien, to secure and guarantee the performance by the Company or any other person of any obligation or liability undertaken by the Company or any other person and to purchase, redeem or pay off any securities;
19. to give all kinds of indemnities either with or without the Company receiving any direct or indirect consideration or advantage and to guarantee either by personal covenant or by mortgaging, charging or creating a lien upon all or any part of the undertaking, property and assets present and future or by a combination of such methods, the performance of the obligations or liabilities of any person (and in particular any company which is for the time being the Company's subsidiary or otherwise associated with the Company in business) and whether or not the Company receives directly or indirectly any consideration or advantage;
20. to enter into contracts, agreements and arrangements with any other person for the carrying out by such other person on behalf of the Company of any of the Objects;
21. to acquire by any means, undertake and carry on the whole or any part of the assets, business, property and liabilities of any person carrying on or proposing to carry on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company;
22. to enter into any arrangements with any government or authority, supreme, regional, municipal, local or otherwise, or any person that may seem conducive to the Objects or any of them, and to obtain from any such government, authority or person any rights, privileges, charters, licences, authorisations, contracts, decrees and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, licences, authorisations, contracts, decrees and concessions;
23. to transfer, convey, assign or lease to any person for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of any of the Objects;
24. to apply for, or join in applying for, purchase or by other means acquire and protect, enforce, prolong and renew, whether in the United Kingdom or elsewhere, any intellectual property rights including trade marks, patents, licences, registered designs or any protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any inventions, protections, concessions or rights which the Company may acquire or propose to acquire;
25. to acquire or undertake the whole of any part of the business, goodwill or assets of any person carrying on or proposing to carry on any of the activities which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person or to acquire an interest in, amalgamate with, enter into partnership or into any arrangement for sharing profits, co-operation, joint venture, reciprocal concession, limiting competition or otherwise, with any person or with any employees of the Company



including in such case (if thought fit) the conferring of a participation in the management or its directorate and to lend money to, guarantee and secure the contracts of, or otherwise assist any such person and to take or otherwise acquire securities of any such person and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same;

26. to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others;
27. to promote any person for the purpose of acquiring all or any of the property, undertaking and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to place, or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the securities of any such person;
28. to sell or otherwise dispose of the whole or any part of the business, undertaking or property of the Company, either together or in portions, for any or no consideration (including shares, debentures, or securities of any person purchasing the same);
29. to act as agent or broker and/or as trustee or nominee for any person and to undertake and perform sub-contracts;
30. to remunerate any person providing services to the Company (whether by cash payment or otherwise);
31. to pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the formation, registration and advertising of or raising money for the Company;
32. to receive money on deposit upon such terms as the Company may approve;
33. to invest and deal with the monies of the Company in its own name or in the name of any nominees in such manner as may from time to time be determined;
34. to retain or employ such artistic, teaching, professional, technical, administrative, domestic and other advisers, consultants, agents or staff;
35. to support in any way any person whose objects are altogether or mainly similar to the Company's objects;
36. to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any person having objects altogether or in part similar to those of the Company's objects and not formed for profit which the Company may lawfully acquire or take over, but so that any steps so taken shall not enlarge the Objects or involve any activity or disbursement of funds which do not further the attainment of the Objects;
37. to establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any subsidiary for the time being of the Company or a company otherwise associated with the Company or any such subsidiary or any of the predecessors of the Company in business, or

who are or were at any time directors or officers of the Company or of any such other company and the wives, widows, families and dependants of any such persons, and also to establish, subsidise or subscribe to any institutions, associations or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company or of any such persons, and to make payments for or towards the insurance of any such persons, and to support and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters referred to in this clause 4.37 either alone or in conjunction with any such other company;

38. to remunerate any person for services rendered or to be rendered, in placing, assisting to place, guaranteeing the placing or procuring the underwriting of any debentures of the Company, or of any person in which the Company may be interested or proposes to be interested, or in or about the conduct of the business of the Company, whether by cash payment or otherwise;
39. to subscribe for, either absolutely or conditionally, or otherwise acquire and hold securities of any other company;
40. to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the Board to be desirable with respect to any business or operations of or generally with respect to any such company or companies;
41. to acquire by any means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person;
42. subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts and loans of any property whatsoever, real or personal and subject or not to any specific charitable trust or condition;
43. to draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments;
44. to adopt such means of making known the services and products of the Company as may seem expedient, and, in particular, by advertising in the press, on the internet, in circulars, the purchase and exhibition of works of art or interest, the publication of books and periodicals, and the granting of prizes, rewards and donations;
45. to apply for, promote and obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its Objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any actions, steps, proceedings or applications, which may seem calculated directly or indirectly to prejudice the Company's interests;

46. to support (whether by direct subscription, the giving of guarantees or otherwise) or set up any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its employees, or ex-employees or the business, activities or employees or ex-employees of any company which is for the time being or has at any time been a subsidiary of the Company or the employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;
47. to insure and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and so far as the law may from time to time allow to take and keep on foot a policy or policies or insurance in favour of one or more members of the board of directors in respect of their liability for negligence or breach of duty or breach of trust;
48. to take such lawful steps by appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise;
49. to cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory;
50. to do all or any of the above things in any part of the world, and either as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and, either by or through agents, trustees, sub-contractors or otherwise, to procure the Company to be registered or recognised in any part of the world; and
51. to do all such other lawful things which may be considered incidental to the attainment of the Objects or any of them or be advantageously carried on by the Company in connection with any of its Objects.

## ANNEX B

EXTRACT FROM DCMS CORPORATE PLAN 2008-2011

### DCMS Aim:

"To improve the quality of life for all through cultural and sporting activities, support the pursuit of excellence, and champion the tourism, creative and leisure industries."

### Departmental Strategic Objectives 2008-11

As part of the Comprehensive Spending Review 2007, the Department agreed a set of four strategic objectives for the CSR period. They are:-

#### DSO 1 - Opportunity

We will encourage more widespread enjoyment of culture, media and sport. We will widen opportunities for everyone to engage, ensuring that children and young people in particular have the chance to take part in activities that contribute to their development, health and well-being.

#### DSO 2 – Excellence

We will support talent and excellence in culture, media and sport. We will create the conditions for excellence to flourish amongst top artists and sports stars. We will champion the provision of top-class facilities and services – inspiring everyone to make the most of their talents and the talents of others.

#### DSO 3 – Economic Impact

We will aim to maximise the economic impact of the Department's sectors, including the creative industries such as film, the computer industry, computer games, fashion, architecture, television and the media; alcohol and entertainment, gambling; and tourism and hospitality. They can contribute to the Government's long-term goal of raising productivity; but consumers should be protected through proportionate and effective regulation.

#### DSO4 – Olympics

We will deliver a successful Olympic Games and Paralympic Games with a sustainable legacy and get more children and young people taking part in high quality PE and sport. This DSO mirrors the PSA on which DCMS leads, PSA22.

#### PSA 22 (Olympics and PE & School Sport)

The aim of this PSA is to:

"Deliver a successful Olympic Games and Paralympic Games with a sustainable legacy and get more children and young people taking part in high quality PE and sport".