

Memorandum of Understanding

between

The Fashion Museum Foundation

and

Bath & North East Somerset Council Heritage Services

1. Purpose

1.1 This Memorandum of Understanding (MOU) sets out the terms and understanding between The Fashion Museum Foundation (the Charity) as a charity and Bath & North East Somerset Council (the Council) as a non-charitable body, to clarify the roles and responsibilities of both parties in their working relationship and document the separation between the two entities.

2. Background

2.1 The Fashion Museum Foundation is a charitable company whose Objects are to:

- to establish and maintain a Fashion Museum and Fashion Collection Archive in Bath and/or
- to facilitate the development, management, conservation and care, documentation, presentation and interpretation of the collections held at the Fashion Museum and Fashion Collection Archive, for the benefit of the public and/or
- to encourage, promote and educate the public in fashion through its support of the Fashion Museum and Fashion Collection Archive.

2.2 The Fashion Museum is owned by the Council which nominates two trustees to the Charity's Board.

2.3 Heritage Services (the Service) is the business unit within the Council which manages the Fashion Museum. The Heritage Service vision is to 'Learn from the past, understand the present, shape the future'. This statement informs all of the Service's work.

2.4 The Service has three overarching priorities: return the service to pre-Covid profitability; Move the Fashion Museum; and Achieve Net Zero by 2030.

2.5 The Heritage Service mission is to

- 2.5.1 Create memorable, relevant and emotionally charged experiences for local, national and international audiences
- 2.5.2 Conserve the monuments, buildings and collections in our care
- 2.5.3 Be supporter centric building long term, mutually beneficial relationships with people who engage with us
- 2.5.4 Act commercially to generate significant income from our activities and work to contribute to the wider economic prosperity of the region
- 2.5.5 Offer an unparalleled customer experience for everyone
- 2.5.6 Be a leader in sustainable and responsible practice in the Museums, Heritage and Archive sector

2.6 Staff in different parts of Heritage Services work with and on behalf of the Charity. The Charity has no staff of its own.

3. Council Staff Time

3.1 The Council recognises that Heritage Services' staff time and office support will be used to enable the Charity to fulfil its objects. The support will take place in three main ways:

3.2 Governance: to enable the Charity name to function effectively and legally as a charitable company. To do this the Council provides staff in the roles of Company Secretary and Assistant Company Secretary.

3.3 The Objects: to enable the Charity name to achieve its objects by undertaking promotional, advocacy and fundraising activities on the Charity's behalf. Staff performing these roles are provided from within the Council's Heritage Services. They all remain part of the Council's line management arrangements.

3.4 Practical: Council staff will set up meeting rooms, conduct site visits for prospective donors, and manage donations made to the Charity.

4. Trustee time and powers

- 4.1 Trustees will allow sufficient time for attending meetings and working with Council officers on projects where trustee input is needed. The Board may assign a trustee with specialist skills knowledge or experience to work with Council officers on particular issues. Trustees will also be required to attend relevant committee meetings that they are assigned to and report back to the Board.
- 4.2 Trustees will not have any decision-making powers in relation to the curatorial direction of the Fashion Museum.
- 4.3 The Charity trustees will be responsible for carrying out Equality Impact Assessments pertaining to their objects and acting upon them.
- 4.4 Trustees will be responsible for ensuring any policies they are complimentary to those developed by the Service. In some cases, there will be joint policies and processes.

5. Funding

- 5.1 The Council will allow funds to be raised for the Charity on-site at any Fashion Museum site (temporary or permanent), and that any donations recovered from these sites shall be made direct to the Charity which will treat them as unrestricted funds except where an appeal has been made (with the approval of the Charity) for public support for a specific project. The Council will publicise the fact that these donations are going to a registered charity in compliance with fundraising regulations and legislation in force at the time.

6. Office records and accounts

- 6.1 The Charity's records, physical and electronic, will be kept in secure locations at the Charity's Registered Office. Access to them will be confined to any Heritage Services staff member authorised by the Head of Heritage Services to act on behalf of the Charity, and only when they are acting on behalf of the Charity.
- 6.2 The Charity's accounts will be maintained by the Assistant Company Secretary in secure files to which the same limited number of Council staff will have access when they are acting on behalf of the Charity. The Assistant Company Secretary will liaise with the Charity's independent financial adviser over the preparation of the annual accounts and with the trustees over signing off the accounts.

6.3 The trustees determine who shall be signatories to the account and set expenditure thresholds and delegations for signatories.

7. Premises

7.1 The Council provides the Charity's Registered Office at The Pump Room, Stall Street for which no rent is charged. The Council also makes meeting rooms available to the Charity at no cost when the purpose of the meeting is pertinent to the Objects of the charity.

8. Conflicts of interest and issues of allegiance

8.1 The two trustees nominated to the Board of the Charity by the Council will declare an interest and not vote on decisions concerning grants awarded by the Charity to the Fashion Museum by the charity. The elected trustees must therefore form a quorum in these circumstances.

8.2 Trustees need to satisfy themselves that recommendations made to them by Council staff are consistent with the Charity's Objects and are in the best interests of the Charity.

9. Fundraising

9.1 Council officers or the Charity's trustees fundraising on behalf of the Charity will ensure that when raising funds for the charity it is clearly stated/documentated that donations to the charity will go towards furthering its Objects. Funds raised will be deposited in the Charity's bank account at the earliest opportunity.

9.2 When Council officers or the Charity's trustees identify grant-giving bodies or individuals that wish to restrict their donations to the Charity to a specific project, they will notify the other party at the earliest opportunity. All fundraising opportunities will be identified and reported to the chair of the Charity and/or relevant committee to an approved schedule.

10. Grant applications

10.1 The Council will use the agreed application form and procedure when applying to the Charity for funds. These requests will be considered by trustees at Board meetings.

10.2 A common procedure will apply to all applications made to the Charity for funding. The Charity will consult with the Fashion Museum prior to agreeing to grant requests from third parties for work that would take place at the Fashion Museum.

11. Compliance

11.1 Both parties will respect the terms and conditions of grant-giving bodies and the wishes of donors who restrict their funds to specific projects. The Charity recognises that many grant-giving bodies and individuals place restrictions on their grants and undertakes not to remove or alter them unless agreed by the funders and / or regulators. The Council will ensure that grants made by the Charity to the Council are applied solely to the project to which they were allocated and in compliance with any conditions or restrictions placed upon them by the original grant-giving body or individual or by the Charity.

12. Communications

12.1 Both parties will use their best endeavours to draw a clear distinction between the Charity and the Fashion Museum as a non-charitable body and part of the Council, and that it is made clear that they are separate entities.

12.2 All correspondence and documents produced by the Council in the name of the Charity must be clearly branded as coming from the Charity. Council officers using Council email addresses should make it clear that they are acting on behalf of the Charity. Equally when trustees communicate with Council officers on the Charity's business from a business address, they should make it clear that they are doing so in their capacity as a trustee.

13. Data protection

13.1 The Council will comply with the UK General Data Protection Regulation in respect of data which it holds on behalf of the Charity. The Council will manage and administer the data controllers' compliance with applicable data protection law, acting both for itself and on behalf of the Charity. A Joint Controllers Relationship is the subject of a separate written agreement.

13.2 The Council will only have access to the Charity's data when the Head of Heritage Services or a member of his staff authorised by them is acting on behalf of the Charity. The data will not be available to the Council for any other purpose.

14. Evaluation, review and termination

- 14.1 Both parties will regularly review this MOU to ensure that it remains relevant fit for purpose and that the risks associated with it have been assessed. This MOU may be modified by mutual consent of the Council and the Charity. It shall become effective upon signature by the Chair of the Charity and the Council's Head of Heritage Services.
- 14.2 The MOU may be terminated by agreement or subject to three months' notice by either of the parties.

DRAFT

MEMORANDUM OF UNDERSTANDING

Signed: On behalf of Bath & North East
Somerset Council

Role:

Date:

Signed: On behalf of The Fashion Museum
Foundation

Role:

Date: