

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 28th day of October 2013 by and between the

Jersey Youth Service ("JYS")

and

Youth Arts Jersey ("The Charity")

(collectively known as the "Parties")

1. Duration

This MoU shall remain in operation until either Party chooses to withdraw

2. Purpose

To set out the responsibilities of, and the relationship between, the JYS and the Charity in relation to Youth Arts Jersey. In order to:

- to re-affirm and build upon the co-operation that already exists between the JYS and the Charity;
- to ensure appropriate consultation and co-ordination in the interpretation and application of the Charity's Constitution;

4. The Roles of the Parties

4.1 The Charity

The primary role of the Charity is to provide governance and guidance to the operation and development of Youth Arts Jersey activities. This is formally defined within the Charity's Constitution but in general terms this shall mean the following key activities:

- Ensuring that all income raised by the Charity either through the provision of services, sponsorship or funding is appropriately recorded and monitored.
- Ensuring that the use of funds are appropriate, monitored and controlled
- Holding properly constituted meetings at least 6 times per year
- Providing advice and guidance to the Senior Youth Worker responsible for Youth Arts Jersey through the monitoring of activities and assisting in the development of strategy
- Developing fundraising and sponsorship opportunities
- Promoting and raising awareness for the centre's activities
- Producing an annual report of the Charities activities and accounts

In particular the Charity is responsible for the following key areas:

4.1.1 Bank Accounts

The Charity shall put in place suitable banking arrangements for the management of the Charity's funds. Access to these funds will be available to the Officers of the Charity and to nominated members of the JYS.

4.1.2 Assets

Musical Instruments
Drum Kits
Amplification Equipment
48trk Recording Studio
CD/DVD Duplication & Print equipment
Furniture and Fixings
1 x Van

Note: It is recognized that the above short list contains significant assets that will require proper management. The Charity will endeavor to construct a full asset register as soon as practicable.

4.1.3 Insurance

Professional Indemnity for Committee Members
Public liability for any fundraising events organised in the name of the charity

4.2 The JYS

The primary role of the JYS is to provide the facilities, staff and professional expertise and guidance relating to the operation of Youth Arts Jersey. For the avoidance of doubt this includes but is not limited to the following:

4.2.1 Staff

1 x Full time Senior Youth Worker
1 x Part time Admin Support (6 hours/week)
Sessional Youth worker Hours (18 hours/week)
Availability of the Youth Service IT Engineer

The JYS are responsible for the supervision, welfare, pay and conditions associated with these staff.

Note: The Charity accepts that the level of staff may vary from year to year in line with the annual budget review.

4.2.2 Accommodation

The JYS will ensure that adequate accommodation is provided to meet the current objectives of the Youth Arts Jersey. This currently includes 3 fully equipped Rehearsal Rooms, Diner, Print room and Performance area, together with suitable internal finishings.

Note: The accommodation is currently located at La Motte Street and the Charity recognises that this may change over time but understand that the JYS will consult on this matter and will endeavour to provide facilities of a suitable nature and size.

4.2.3 IT and Communications

Telephone access
Broadband Access
Computer facilities with access to the States IT/IS network

4.2.4 Insurance

Buildings
Vehicle
Staff Personal liability
Public liability

4.2.5 Overheads (*Also refer to Section 5)

Building maintenance (*in liaison with Property Services*)

Energy costs

Telephony and Broad band costs

Rates

Fuel for Van

5. Financial arrangements

All income raised through the direct fundraising or sponsorship activities of the Charity shall remain the property of the Charity

All income raised through the provision of services to young people within the ages of 12-18 (inclusive) shall remain the property of the charity.

All income raised through the provision of services to anyone over the age of 18 shall be paid directly to the JYS. The JYS will use any funds raised in this way to offset the overhead costs relating to the operation of Youth Arts Jersey. At the end of each 12 month assessment any surplus funds will be paid back to the Charity at the rate of 90p in the pound.

6. Confidential Information

Neither party shall disclose to a third party Confidential Information of the other party.

7. Interpretation

Any disagreement arising from the interpretation of this memorandum of understanding will be referred to the Principal Youth Officer of the JYS and the Chairman of the Charity, who will endeavour to resolve it within the spirit implicit in the co-operation arrangements.

8. Review and amendment

The developing relationship and this memorandum of understanding will be kept under review and will be amended if necessary and as agreed by the Principal Youth Officer of the JYS and the Chairman of the Charity. In particular, it will be reviewed after the first six months of operation.

9. Non-Binding Effect

This MOU shall not be contractually binding but shall reflect the internal understandings of the Parties.

IN WITNESS WHEREOF, this MOU is executed by the parties hereto by their respective undersigned and authorized officers as of the date first written above.

Authorised Signature

Authorised Signature

Print Name

Print Name

Title

Title