

Memorandum of Understanding (MOU) – a guide to assist forums

Within the work that forums are undertaking, you might be asked to sign up to a Memorandum of Understanding. You may particularly have been asked to do this by your local Independent Support Provider as they have been tasked by their contractor to develop a Memorandum of Understanding with partners, including parent carer forums

What is a MoU?

The Collins English Dictionary describes a Memorandum of Understanding as

“a document that describes the general principles of an agreement between parties, but does not amount to a substantive contract”

A Memorandum of Understanding (MoU) is simply a written agreement to identify the working relationships and guidelines between collaborating groups or parties. A MoU spells out the common understandings. It clarifies what kind of support will be provided and creates more meaningful ways for communication or participation. It defines the rights and responsibilities of each involved entity. It is a more formal alternative to what used to be called a “gentlemen’s agreement”.

MoUs specify mutually accepted expectations between two or more organisations as they work together toward a common objective. They are not legally binding and do not involve the exchange of money.

But MoUs hold a lot of potential power because of the time and energy they take to plan and write. They require the parties to come to some sort of mutual agreement, and in order to do that, they have to take stock of their needs and wants and put them to paper.

Although each side must put some thought into the MoU, the process for creating one is pretty straightforward. Generally, each party starts a planning stage to determine what they want or need the other party to provide, what they have to offer, what they are willing to negotiate, and the rationale for a MoU. Perhaps most important the MoU spells out the parties' common objectives and how each will contribute to these.

Many MoUs spell out communication details, such as descriptions of both parties' work, reach and core purpose and how they relate to each other's' interests. The MoU may also document contact information for each party, set dates for reviews and create processes for dispute resolution.

Other specific terms of the agreement are usually included, too, such as when the agreement begins, how long it lasts and how parties can terminate the MoU. A MoU can also have disclaimers and restrictions, as well as privacy statements. Once they come to an agreement on those details, both parties sign the MoU.

Many Memorandums of Understanding will include the following:

Purpose and Agreement(s)

The memorandum should state the purpose and goals of the collaboration or partnership between the two entities. The specific agreements should be detailed into separate paragraphs or listings along the lines of "What [X Agency] Will Do" and "What [Y Group] Will Do."

Duration or Term of Memorandum and Termination Process

The memorandum should identify the beginning and end dates of the agreement or its duration.

The memorandum should also identify how the MoU can be terminated.

Meetings and Reporting

A MoU describes the interaction between the organisations. It provides a structure, such as a specific meeting time, or the "as needed" informal expectations of either party. It is also a way for parties to specify their reporting needs and timeframes.

Signatures with Dates

Once the MoU is prepared and agreed upon by parties involved, it should be signed and dated by the authorised individuals representing each partner or organisation. Copies should be kept in an easily accessible location by both entities.

Considerations for forums.

Whilst forums will want to work with all local partners to develop and improve services for children with SEND, you need to consider carefully what you are being asked to sign up to and what role you have had in developing the MoU.

A key role of the forum is to participate and act as a critical friend to service providers, and it is helpful for any MoU to be clear about the role of the forum.

Your forum may need to consider its position if you are asked to sign agreements about promoting and referring to a service that may not yet have been fully designed, or you may not have been involved in developing. Therefore read and consider carefully what you are being asked to sign up to and don't be afraid to negotiate or be clear about what you can and cannot agree to.

Also consider if you are being asked to deliver things as part of the agreement. If you are your forum need to consider what this is, if it links to your core role as a critical friend and the implications it may have for your forum in terms of resource and capacity before you agree to this.

Partnership working from the start of the programme will be vital in order to ensure parents, young people and services themselves have a clear understanding of the local referral process and pathway to an Independent Supporter.

This is an example of an MOU between a Forum and an IS provider. It is not intended to be a template, as every area will need to consider their own particular needs and issues and MoUs should be created as the result of negotiation and discussion between parties. However it does provide an example of things you may wish to include or consider for your own MoU.

Memorandum of Understanding

1. Purpose and Scope

This Memorandum of Understanding (“the MoU” is) between ABC, Parent Carer Forum and Org D Independent Support in the local area of wherever. The MoU defines the relationship between the parties and how ABC will support the development and delivery of Independent Support in CDE by providing parent carer feedback and comment on the project and how ABC and Org A will work together.

Independent Support will be delivered by Org A in the local area of wherever Independent Supporters will be used specifically to support young people and parents through the introduction of the new assessment process and the development of Education, Health and Care (EHC) plans. Support will be provided to:

- New entrants to the system
- Parents of Children and Children with a statement converting to an EHC plan
- Young people with a Learning disability assessment converting to an EHC plan

ABC is the local parent carer forum. It is a pan disability organisation and its aim is to support and enable the participation of parent carers in the decision making which impacts on the lives of children and young people (0-25) with disabilities or additional needs and their families.

The MoU is not a contractual document and does not impose any legal obligation on any party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

2. Lead Organisation

While this MoU will extend to all partners, the MoU will also highlight the “Lead” partner organisations.

Org D are the lead organisation, registered in England and Wales A Company Limited by Guarantee charity number

3. Steering Group

The IS project will be overseen by a steering group. The steering group will meet 6 weekly in the first instance, moving to bi monthly once the service is up and running. The steering group will be made up of the following organisations:

Parent Carer Forum ABC

Org D (IS)

Org E / Org F / Org G (might be other local VCS group)

The SG will be hosted and funded by the IS provider. The meetings will be minuted and agreed actions recorded. Meetings will be held at parent friendly times and dates (avoiding school holidays).

4. Objectives of the MOU

The aim of the MoU is to improve the design and delivery of Independent Support in the local area by working in partnership with parent carer representatives, to maximise the benefits to the local communities.

The specific objectives of the project are defined within the *Work Plan*

5. Roles and Responsibilities

Org A (IS) will be responsible for:

- Working with the Public Sector and local parent carer organisations to develop Independent Support services;
- Supplying the services to the agreed timescales and specifications;
- Supplying financial information and relevant information to Council for Disabled Children as per contractual agreement;
- Providing service delivery and performance information to the Steering Group;
- Listening to local parent carer feedback and comment and sharing their response to this;
- Providing constructive feedback on the partnership experience.

The Parent Carer Forum ABC will be responsible for;

- Providing parent carer representation on the IS Steering Group;
- Providing parent carer comments on proposals for the delivery of IS in the local area;
- Sharing any issues or concerns that they are made aware of by local parent carers about the delivery of IS;
- Sign-posting parent carers to IS as a source of support for families as they engage in the Education, Health and Care Plan assessment process;

Org B will be responsible for:

7. Duration of the MoU

This MoU is at-will and may be modified with the mutual consent of the authorised individuals of each party. Once signed by authorised officials of both groups, this MoU will begin [Month Day, Year] and remain in effect until [Month Day, Year]. (suggest 31st March 15 as the end date for phase 1)

8. Values

All parties identified in this MoU commit to a working arrangement that is based on:

- Equality;
- Mutual respect and trust;
- Open and transparent communications;
- Co-operation and consultation;
- A commitment to being positive and constructive;
- A willingness to work with and learn from others;
- A shared commitment to providing excellent services to the community; and
- A desire to make the best use of resources.

9. Communications

All parties identified in this MoU commit to communicating openly and constructively and to sharing good practice. The sharing of good practice can extend beyond the partnership, but where specific information is shared, this should be communicated through the steering Group.

The Parties agree that they will consult and co-operate together in order to achieve the maximum benefits for the community. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the delivery of services and enhance the learning. The parties also commit, so far as is reasonably possible, to communicating relevant information regarding progress to the wider set of stakeholders and interested parties.

10. Confidentiality and Data Protection

- The Parties to the MoU agree to share information relating to IS with each other and with evaluators.
- The Parties to the MoU may at times acquire information that has not yet been made public and/or is confidential. The Parties must not disclose confidential information for commercial advantage or to disadvantage or discredit other parties or anyone else.
- Any personal data obtained or used by any of the Parties in the course of the project shall be processed in accordance with the Data Protection Act 1998. The only personal data held by any party will be data which is relevant to the needs of the individual
- There is an expectation that personalised data, reflecting individuals' needs will be collected with **informed consent** from the outset. Informed consent will normally include a signed consent form.

11. Amendments and Dispute Resolution

- Once agreed, the MoU may only be amended by mutual agreement, signed by the authorised signatories of all parties in the partnership. Once approved, amendments should be attached as annexes to the original MoU.
- The MoU will be reviewed annually or earlier if required. Any changes will be mutually agreed and signed by the Parties.
- Any issues or disputes which cannot be immediately resolved to all parties' satisfaction should be escalated to the Head of Projects or if appropriate to the contract manager at the Council for Disabled Children
- The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever.

12. Key Organisation Contacts

The key contacts for the MOU partnership are as follows;

IS provider(s):

[List all third sector partners, and give the contact name and email address for each]

Parent Carer Forum

[List parent carer forum, and give the contact name and email address for each]

Other Organisation(s)

[List all other partners, and give the contact name and email address for each]

13. Acceptance

