



MEMORANDUM OF UNDERSTANDING

THE QUALITY IN CAREERS CONSORTIUM

Memorandum of Understanding: 28th February 2019

“Establishing an enabling host legal entity for the Consortium”

Memorandum of Understanding

Between

The Association of Colleges (“Consortium Member”)

and

The Association of School & College Leaders (“Consortium Member”)

and

The Career Development Institute (“Consortium Member”)

and

Careers England (“Consortium Member”)

and

The National Association of Headteachers (“Consortium Member”)

and

The Sixth Form Colleges Association (“Consortium Member”)

This Memorandum of Understanding (MOU) sets out the terms of the agreement between the six Consortium Members above (acting as the Quality in Careers Consortium) to invite one of the six Consortium members - the Career Development Institute (CDI) - to act as the “enabling host legal entity” for the Consortium.

Once established, the MOU shall authorise the Consortium Board to agree on the terms of an annual “service level agreement” (SLA) with the CDI for the agreed services to be provided.

1. Background

- 1.1 The Quality in Careers Consortium is an unincorporated association comprising the six Consortium Member organisations above. The Consortium is governed by a formal Constitution.
- 1.2 The Constitution provides for the strategic affairs of the Consortium, principally the stewardship of the Quality in Careers Standard, to be dealt with by an appointed Consortium Board (including the Organising Secretary to the Consortium).
- 1.3 Whilst an unincorporated association is unable to enter into a legal arrangement to receive any funding from the Department for Education or any other third party, the Board has been involved in discussions with the DfE concerning potential future funding for the Consortium’s stewardship of the Quality in Careers Standard.
- 1.4 As a result, to enable the DfE potentially to contract with the Consortium, either one of the six legal entities comprising the Consortium would need to act as the “enabling host legal entity” for the Consortium, or the Consortium would need to incorporate itself into a company limited by guarantee.
- 1.5 The Board has resolved that its preferred option is to invite the CDI to act as the “enabling host legal entity” for the Consortium.
- 1.6 The Board wishes to offer its appreciation to the CDI for its readiness to become the “enabling host legal entity” for the Consortium and has duly prepared this MOU for approval and signature by the CDI and the other five-member organisations of the Consortium.

2. Purpose

- 2.1 This MOU shall authorise the CDI - acting on behalf of the Consortium as its “enabling host legal entity” - to enter into a legal arrangement for any potential funding with the DfE (subject to the DfE offering any such funding) for the Consortium’s stewardship of the Quality in Careers Standard.
- 2.2 Once agreed, the MOU shall become an integral part of the Constitution which shall be revised (by the Organising Secretary to the Consortium) and presented to the Consortium Board for approval.
- 2.3 Following the establishment of the MOU, the Consortium Board shall then agree on the terms of an SLA with the CDI for the agreed services to be provided. *{The nominees of the CDI serving on the Consortium Board shall be required to declare their ‘interest’ in the consideration of the proposed SLA and shall not vote upon the matter should a vote be taken at the Board meeting considering the terms of the SLA}.*
- 2.4 The revised Constitution shall continue to be the primary governing instrument for the Consortium. As well as including the purpose of the MOU and the role of the CDI as the “enabling host legal entity” for the Consortium, the revised Constitution shall make explicit that there shall be “reserved powers” retained by the Consortium

Board in respect of all professional matters regarding the stewardship of the Quality in Careers Standard.

3. Reporting

- 3.1 The Consortium Board shall be accountable to the DfE for its decisions in utilising any funding drawn down from the DfE and shall prepare and submit all such reports as the DfE may require as a condition of the receipt of any funding. Whilst the CDI shall assist the Consortium Board in preparing such reports, the body which shall be accountable to the DfE shall be the Consortium Board.
- 3.2 The SLA, agreed between the CDI and the Consortium Board, shall specify that the CDI shall undertake to act as directed by the Consortium Board in drawing down any funding from the DfE in respect of the Consortium's leadership of the Quality in Careers Standard. The CDI shall treat such funding as a 'restricted fund' to be used solely as authorised by the Consortium Board.
- 3.3 The CDI shall undertake to make payments, from any such restricted funds drawn down from the DfE, solely as authorised by the Consortium Board.
- 3.4 The CDI shall provide the Consortium Board with periodic financial reports in respect of any such restricted funds drawn down from the DfE. The Consortium Board, not the CDI, shall be liable for any expenditure it should authorise which exceeds the level of any such restricted funds from the DfE, always ensuring that the restricted funds account remains in credit.
- 3.5 The SLA shall include the terms and conditions under which the CDI shall also provide other financial services for the Consortium (as currently provided by Careers England to the Consortium), including the preparation of an annual statement of accounts for the Board itemising the 'income and authorised expenditure' both for any DfE funding received and for all other day to day income and expenditure incurred in the running of the Consortium's affairs in respect of the stewardship of the Quality in Careers Standard (see 4.1).
- 3.6 The Consortium Board shall be responsible for evaluating the effectiveness and adherence to this MOU and its consequential SLA at the time of consideration by the Board of the annual statement of accounts (see 3.5).
- 3.7 The Consortium Board acknowledges that the CDI shall wish to undertake its own review of these arrangements. Hence this MOU and the proposed SLA (see 4.1 below) shall be subject to annual review by both the Consortium Board and the CDI separately and together prior to each subsequent annual SLA.
- 3.8 In the event that the Consortium Board and the CDI should be unable to reach agreement on any future SLA, the termination clause below (5.3) shall apply.

4. Funding

- 4.1 The Consortium Board shall agree on an SLA with the CDI on the terms under which this MOU shall be implemented. The SLA shall include the **annual fee to the CDI** for its financial services both as the "enabling host legal entity" for the Consortium and as the provider of other financial services for the Consortium (as set out in 3.2 – 3.5).
- 4.2 This MOU does not constitute a commitment by the Consortium that there shall be any remuneration to the CDI other than the agreed annual fee to the CDI (as set out in 4.1).

- 4.3 In respect of any potential financial liability, the CDI shall have no greater liability than any of the other five members of the Consortium, unless the CDI should act outwith the terms of the SLA and the authorisation of the Consortium Board in respect of any restricted funds drawn down from the DfE, and all other day to day income and expenditure incurred in the running of the Consortium's affairs in respect of the stewardship of the Quality in Careers Standard.
- 4.4 For the avoidance of doubt, the establishment of this MOU - and its consequential annual SLA agreed by the Consortium Board with the CDI - shall not prohibit the CDI from being enabled to be considered, and/or to bid, for any future contract which the Consortium Board might seek to let for the provision of any other services.

5. Duration

- 5.1 This MOU is "at-will" and may be modified by mutual consent of authorised officials from the six Consortium Members in consort with the Organising Secretary to the Consortium.
- 5.2 This MOU shall become effective upon signature by the authorised officials from the six Consortium Members and shall remain in effect until modified or terminated by any one of the Consortium Members by the mutual consent of all six members of the Consortium.
- 5.3 In the absence of mutual agreement by the authorised officials from the six Consortium Members upon any matter concerning the MOU and its consequential SLA, the Consortium Board shall terminate this MOU.

Signed on behalf of:

The Association of Colleges

Date: 7th February 2019

Authorised Consortium Member signatory name (in capitals) and position

CATHERINE SEZEN (Senior Policy Manager)

Consortium Member signature

The Association of School & College Leaders

Date: 8th February 2019

Authorised Consortium Member signatory name (in capitals) and position

STEPHEN KIND FCCA (Director of Finance)

Consortium Member signature

The Career Development Institute

Date: 25th January 2019

Authorised Consortium Member signatory name (in capitals) and position
JAN ELLIS (Chief Executive)



Consortium Member signature

Careers England

Date: 27th January 2019

Authorised Consortium Member signatory name (in capitals) and position
STEVE STEWART (Executive Director)



Consortium Member signature

The National Association of Headteachers

Date: 28th February 2018

Authorised Consortium Member signatory name (in capitals) and position
PAUL WHITEMAN, General Secretary

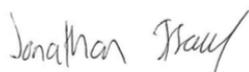


Consortium Member signature

The Sixth Form Colleges Association

Date: 12th February 2018

Authorised Consortium Member signatory name (in capitals) and position
JONATHAN ISAACS, Policy & Membership Services Manager



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