

* GM FUTURES MEMORANDUM OF UNDERSTANDING



GREATER MANCHESTER FUTURES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on 27th April 2015
between the following organisations*:

Greater Manchester Centre for Voluntary Organisation
Greater Manchester Chamber of Commerce
Greater Manchester Colleges Group
Greater Manchester Learning Provider Network
The Manchester College
The Manchester Growth Company

in respect of their partnership work as **GM Futures**.

**The full names, addresses and registered offices of each organisation are attached at Appendix 1.*

This MOU sets out the terms upon which the parties will undertake this partnership. The parties do not intend that this MOU be legally binding, save for the areas covered under Terms and Conditions below

BACKGROUND

The above named organisations have joined forces to add weight and gain momentum in driving economic growth and prosperity for businesses and individuals across Greater Manchester. We intend to do this through harnessing the expertise and leveraging the assets of each organisation to create a whole that is greater than the sum of its parts and rising to the challenges and opportunities ahead. Representatives of the above organisations have been working together to establish a partnership that will enable a collaborative approach to the ESF 2014-20 funding opportunities. This work will contribute to the development of a more coherent and effective integrated employment and skills system in Greater Manchester which supports individuals, employers and communities, creating secure and sustainable employment underpinned by accessible and coherent progression routes.

This approach builds on the successful work previously undertaken and lessons learned in delivering the ESF Skills Support for the Workforce programme. The intention is to augment this proven way of working that has brought synergy and improved alignment of other funding streams for the greater good of Greater Manchester.

Along with the opportunities presented by the devolution of powers to the city region, the agreement to create a strategic alliance of the above named partner organisations as GM Futures offers a chance to make a long lasting positive impact on skills and employment in Greater Manchester.

Working in accordance with four core principles for partnership working that have been collaboratively developed, tested and refined, the partners have agreed:

1. A common purpose and vision
2. The establishment of a strategic programme board and governance structure
3. To adopt a Memorandum of Understanding (MoU)

OUR COMMITMENT

Each of the signatories to this Memorandum of Understanding has committed to:

1. The GM Futures strategic partnership principles, strategic objectives, governance and management arrangements as set out in this Memorandum of Understanding.
2. To exclusively support GM ESF 2014-2020 funding applications that GM Futures agrees to bid for. Exclusivity applies to the named partners in GM Futures. Where partners are representative bodies there is no requirement that constituent members of those bodies enter into exclusive arrangements with GM Futures or its designated Lead Accountable Bodies.
3. Their organisation being profiled as a member of the GM Futures Programme Board at events and via other communications.
4. Support partnership development activities, meetings and bid development with appropriate representation.

VISION, MISSION AND PURPOSE OF GM FUTURES

The vision of GM Futures is to harness ESF to build a prosperous future for our city region through partnership and collaboration.

The mission of GM Futures is to utilise ESF 2014-20 funding opportunities to develop a more coherent and effective employment and skills system in Greater Manchester which supports individuals, employers and communities, creating secure and sustainable employment underpinned by accessible and coherent progression routes.

The purpose of GM Futures is to:

- Support development of the capacity and capability of the skills and employment system in GM to meet the current and emerging needs of growth and key sectors.
- Engage with a wider group of stakeholders to maximise the added value and impact of ESF funding.
- Align ESF funding with the skills and employment objectives of the Greater Manchester Devolution Agreement at an operational level.
- Deliver value for money.

All partners are bound by the common desire to act collectively for the greater good of learners and employers in the Greater Manchester city region in the context of agreed GM Futures strategic objectives, insofar as doing so does not place them in contravention of their own institutional or corporate requirements. We intend to work within a spirit of partnership whilst maintaining each partner's individual identity, values and ethos.

THE PRINCIPLES OF OUR PARTNERSHIP

GM Futures has evolved from a set of four core principles intended to promote the best and most effective application of funds. The "core 4" will provide a foundation that all governance, management and delivery must be demonstrably linked to, these are:

- **Strength and Sustainability** – We commit to working together to strengthen the capacity, capability and impact of the skills and employment system in GM to ensure this meets the needs of residents, employers and communities and contributes to growing the GM economy. We will do this through harnessing the expertise, experience and learning gained in delivering similar programmes, garnering feedback from our service users, and fostering a culture of continuous improvement, sharing best practice and by finding new or innovative ways of working to respond to the challenges and opportunities ahead.
- **Connectivity and Progression** – We commit to collaboration with authorities, agencies, providers, employers and the voluntary sector to design and deliver comprehensive packages of support built around the needs of our employers and learners. We will bring together a range of services and funding streams to help deliver the GM strategy in a way that will effectively open, and join up, access and progression routes for individual customers.
- **Transparent and Value for Money Management of Funds** – We commit to our responsibilities to adopt best practice procurement and accounting strategies. By managing and distributing funds in an open, transparent, and compliant way we will ensure that the maximum potential value for money is achieved in obtaining the best possible quantitative and qualitative outcomes for the available resource. This will include effective due diligence in building our supply chains, ensuring that providers pass capacity, capability, quality and financial 'gates' to operate as part of our supply chain.
- **Best of GM to Make GM the Best** – We commit to harnessing the spirit of devolution, recognising that people and organisations with the understanding, experience and expertise to make a long-lasting positive impact on skills and employment in GM are in many instances those already embedded here. GM Futures aims to unleash its potential and harness the best of the GM provider base through collaboration, trust and connectivity. Because GM needs the best talent, where that isn't available locally we will augment delivery by bringing new suppliers on board, ensuring that they are fully plugged into GM's priorities and context and that their contribution enhances rather than duplicates or competes with local provision.

STRATEGIC OBJECTIVES

As GM Futures, our strategic objectives are to:

- Deliver the economic, social and educational aims and objectives of the GM Strategy.
- Leverage the combined assets of all parties to deliver economic growth and prosperity for Greater Manchester.
- Deliver value for money.
- Develop a collaborative strategy for the joint delivery of high quality employment and skills training and support from entry level to higher vocational training to enable residents of GM to get into work, stay in work and progress in work.
- Operate in line with the agreed roles and responsibilities in response to ESF GM calls.
- Identify, build upon, create or maximise opportunities for collaborative work that delivers impact on the skills and employment strategy for GM.
- Undertake a strategic, joined up approach to strategic stakeholder engagement.
- Undertake continuous review and evaluation of service design and development in order to bring about continuous improvement.
- Facilitate research and development to assist partners in identifying current and emerging employment and skills needs of employers in GM with a focus on growth and priority sectors.
- Support capacity building activity to enable the provider base to better respond to the current and emerging needs of employers.
- Develop a sustainable partnership model enabled through collaborative bidding for ESF contracts.

IMPLEMENTATION OF PARTNERSHIP ARRANGEMENTS

Each Partner will facilitate and support:

- The GM Futures partnership.
- Identification and dissemination of good practice. The partners agree that where good practice is identified in areas, such as curriculum design, delivery, assessment and progression routes for learners, this will be disseminated throughout GM Futures.
- Leveraging of assets of the GM Futures partners to deliver agreed projects.

Each Partner will be responsible for:

- Maintaining its representation on the GM Futures Programme Board and any sub committees as appropriate.
- Committing to working with GM Futures to achieve the GM Futures strategic objectives.
- Disseminating information about GM Futures matters within their own organisations.
- Collaborating in the development of new initiatives or projects as agreed by the GM Futures Programme Board.

The partners acknowledge that GM Futures is operated in accordance with the principles of good governance and management as outlined under “Principles of our Partnership”.

THE GOVERNANCE AND MANAGEMENT OF GM FUTURES

The GM Futures Programme Board will provide overall strategic oversight and guidance. All bidding and delivery activity of GM Futures shall be carried out by the relevant Lead Accountable Body. The full GM Futures governance structure is available in a separate document. The basic structure is summarised in Appendix 2.

GM Futures Programme Board

The signatories to this Memorandum of Understanding will be representative of the GM Futures Programme Board. Underpinned by application of the “core 4” principles, the Programme Board will:

- Provide vision, strategic direction and marshal collective resources.

- Sustain an overview of GM Futures' complete portfolio of activity.
- Drive connectivity and the application of the 'core 4' principles to programme and supply chain design.
- Review and account for the impact of the 'core 4' principles to all elements of activity.

Thematic Sponsor Organisation

The Programme Board will agree Thematic Sponsor organisations for each of the major themes of the GM ESF programme on the basis that the organisation is the best placed strategic body to help develop the programme theme. The Thematic Sponsor will:

- Provide strategic insight, advice and guidance to the Board and LAB.
- Be represented at the Board and be responsible for advising on theme development.
- Actively facilitate connectivity across services and support the LAB to effectively respond to thematic demand.
- Support the LAB to 'design in' the 'core 4' principles to all elements of activity.

Lead Accountable Body

Agreed by the Programme Board, Lead Accountable Bodies will:

- Be responsible for service design, with support from the TSO.
- Lead on bid strategy, bid development, financial modelling, volume planning and bid submission.
- Lead on supply chain development and procurement of suppliers.
- Be the legally accountable body for the contract.
- Lead on contract negotiations with the funding body.
- Hold the contractual relationship with the funding body and manage the delivery of the contract requirements with contractual responsibility for performance management, financial management, claims, quality, health and safety of the supply chain.
- Contract with and contract manage the supply chain.
- Provide the Programme Board with reliable management information reports to inform. ongoing strategy and continuous improvement.
- Apply and demonstrate the impact of the core 4 principles to all elements of activity.

GM Futures Provider Register

Quality assurance within the supply chain will be secured through a Provider Register. Those organisations which are selected to the supply chain will be expected to:

- Engage with the programme at the earliest possible opportunity (i.e. tender phase).
- Be procured by open tender and subject to meeting quality and other thresholds and contracting with the LAB.
- Deliver the specified service working with the LAB and other GM services/networks.
- Apply and demonstrate impact of the 'core 4' principles to all elements of activity.

GM Futures Working Groups

Working groups may be established periodically and all working groups will report to the Programme Board. Partners will be entitled and encouraged to nominate representatives to sit on any of the GM Futures working groups.

Frequency and Attendance at Meetings

It is expected that the Programme Board will meet on a bi-monthly basis. Partners will be represented by a lead representative, although by exception named alternate representatives may attend the Programme Board meetings and sub committees.

TERMS AND CONDITIONS

Intellectual Property

All parties agree that any Intellectual Property Rights either existing prior to the date of commencement of this MOU or generated in the performance of their respective obligations under this MOU will remain vested in that Party unless agreed, in writing, by a duly authorised representative of both Parties. Where jointly developed under this MOU, then the parties will make separate commercial arrangements to agree a sharing of the Intellectual Property Rights created.

Costs

All parties will be responsible for their own costs in the operation of this MOU.

Liability

Nothing in this MOU shall operate so as to limit or exclude any Party's liability to the other Parties for (i) personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of itself, its servants, agents or sub-contractors (ii) fraud or fraudulent misrepresentation, and (iii) any other liability which cannot reasonably be excluded by law.

Except in respect of Intellectual Property and Confidentiality/Non-Disclosure no party shall be liable to the other under or in connection with this MOU, whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for any loss of business, contracts, profits, anticipated savings, goodwill or revenue or for any indirect, incidental, special, or consequential loss whatsoever incurred by the other Party, whether or not it has advised in advance of the possibility of any such loss.

Confidentiality / Non Disclosure

No party will disclose or use or cause to be disclosed or used, at any time during or subsequent to this MOU, any secret or Confidential Information of the other parties or any of its clients or companies or any other non-public information relating to the business, financial or other affairs of the other Party acquired by it or its employees and/or staff and/or consultants and/or sub-contractors as consultant to the other Parties except as required by the other Parties in connection with those Parties' performance of this MOU or as required by law.

Where notes, electronic records, tapes, CDs, memoranda, correspondence, records, documents and other tangible items are provided by one Party to the others in the course of designing, developing or delivering work under this MOU ("Confidential Information") such Confidential Information will be and remain at all times the property of the Party which divested that Confidential Information. At any time, whether prior to or upon the termination or expiration of this MOU, the receiving Parties shall (promptly on request) deliver to the divesting Party all such tangible items which are in its possession or under its control relating to the divesting Party, its business affairs, clients, companies and/or the services and they may not make or retain copies. The divesting Party may also request that the receiving Parties erase or destroy any Confidential Information or data held pertaining to the divesting Party and to provide reasonable evidence to the divesting Party that such has taken place at the divesting Party's reasonable request.

Miscellaneous

Each Party warrants and represents that this document has been executed by an authorised signatory.

No failure or delay in exercising any right under this MOU shall operate as a waiver hereof, and no variation shall be effective unless in writing and signed by each Party. This MOU cancels and supersedes all prior oral or written agreements or understandings between the parties concerning the subject matter hereof.

This MOU is not assignable by any Party without the prior written consent of the other Parties whose consent shall not be reasonably withheld or delayed.

Save as otherwise set out, each Party shall bear its own expenses and costs for all negotiations and activities relating to this MOU.

This MOU shall be governed by the Laws of England and the parties to this Agreement submit to the exclusive jurisdiction of the English courts.

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties to this Agreement, and all other provisions of this Agreement shall be regarded as fully valid and enforceable.

Termination / Exit

This MOU will remain in effect for a period from the date of commencement until the ESF 2014-2020 programme ends, unless superseded by an agreed amendment to this MOU during that time period or if any Party gives the other Parties notice in writing, such notice having immediate effect. The MoU will also be subject to a review in April 2017 and may be terminated by any one of the partners at any time.

Termination of this MOU for any reason shall be without prejudice to any rights accrued under or in connection with this MOU at the time of termination. Any provision which expressly or by implication is to continue beyond termination of this MOU shall survive termination.

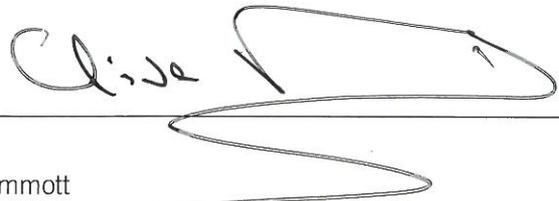
MOU SIGNATORIES

IN WITNESS thereof this MOU has been executed on the date first before written by the undersigned persons who are duly authorised by the respective Party

Signed  _____

Stephen Little
Chair - Greater Manchester Centre for Voluntary Organisation



Signed  _____

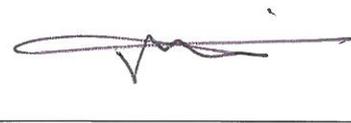
Clive Memmott
Chief Executive - Greater Manchester Chamber of Commerce



Signed  _____

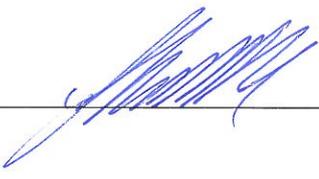
Marie Gilluley
Chair - Greater Manchester Colleges Group



Signed  _____

Mark Currie
Chair - Greater Manchester Learning Provider Network



Signed  _____

John Thornhill
Chief Executive Officer - The Manchester College



Signed  _____

Mark Hughes
Chief Executive Officer - The Manchester Growth Company

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APPENDIX 1

Greater Manchester Centre for Voluntary Organisation

Registered Office	St Thomas Centre, Ardwick Green North, Manchester, M12 6FZ
Company Number	1223344
Registered Charity	504542

Greater Manchester Chamber of Commerce

Registered Office	Elliot House, 151 Deansgate, Manchester M3 3WD
Company Number	05245944
Registered Charity	N/A

Greater Manchester Colleges Group

Registered Office	Wigan and Leigh College, PO Box 53, Parson's Walk, Wigan WN1 1RS
Company Number (if applicable)	08527771
Registered Charity Number (if applicable)	N/A

Greater Manchester Learning Provider Network

Registered Office	Greengate, Middleton, Manchester, M24 1RY
Company Number (if applicable)	5807494
Registered Charity Number (if applicable)	N/A

The Manchester College

Registered Office	Ashton Old Road, Openshaw, Manchester, M11 2WH
Company Number (if applicable)	N/A
Registered Charity Number (if applicable)	N/A

The Manchester Growth Company

Registered Office	Lee House, 90 Great Bridgewater Street, Manchester, M1 5JW
Company Number (if applicable)	02443911
Registered Charity Number (if applicable)	N/A

APPENDIX 2: GM FUTURES GOVERNANCE STRUCTURE

(as of April 2015)

