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## Guidance

# Guide to writing a memorandum of understanding (MOU)

Updated 9 October 2019

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## Why formalise school partnerships?

We want to harness the resources and expertise of independent schools, universities and selective schools to form partnerships with state schools that:

- are sustainable
- have impact
- are mutually beneficial to all partners

We encourage a range of activities within these partnerships around our 4 priority areas – teaching, curriculum, leadership, and school improvement – to deliver high impact outcomes for the benefit of pupils.

We know that many institutions are already involved in partnerships to support these objectives, and are working closely with other schools. We want to see this good practice adopted more widely and raise the ambition for what can be achieved.

We strongly encourage partner schools to formalise their arrangements in order to clarify the activities and benefits for all involved. Evidence suggests that partnerships that enter into a formal agreement tend to be better formed and more

sustainable.

One way of doing this is through agreeing a memorandum of understanding (MOU) to ensure that the promised outcomes of the partnership:

- are fully delivered
- can be evaluated

## **The benefits of a MOU**

There are several benefits to formalising a partnership through an MOU.

On accountability and governance, it provides:

- clarity for all partners about what each is putting in, what each is getting out and the timeframe for doing so
- the opportunity for governing boards to scrutinise and sign off on a tangible body of work – this can be helpful for gaining governor support and sustaining this through any changes to the personnel of the governing bodies
- a document that can be shared with school leaders, parents and other school community stakeholders to give clarity about what the partnership involves, and how their school is benefiting from and contributing to the partnership

On sustainability, it provides:

- a tool for integrating the partnership into the strategy and ethos of the school
- an opportunity to safeguard the partnership by ensuring orderly transitions through staff changes
- an opportunity to build a shared responsibility for delivery, ensuring that workload does not fall on a small number of individuals

On evaluation, it provides an opportunity to build impact evaluation into the partnership from the outset and setting out clearly the achievements it hopes to realise.

## **Common concerns**

It is common for schools to be put off by the formal nature, and at times, the detail of a MOU. These concerns should not overshadow the benefits of formalising a partnership.

It is important to keep 2 important points in mind:

## **A MOU is not a legally binding document**

It is a statement of serious intent – agreed voluntarily by equal partners – of the commitment, resources, and other considerations that each of the parties will bring.

It has moral force, but does not create legal obligations.

## **There is no ‘one size fits all’ MOU**

The content of each MOU is entirely up to the parties involved. The language and level of detail used will also depend on the:

- structure of the partnership
- relative formality that partners prefer

The accompanying template should be used as a guide – not a prescriptive document.

## **Drafting your memorandum of understanding**

Accompanying this document is a [template MOU](#) that we encourage schools to use.

The following covers the intended purpose of each of its sections, and how it might be used to best effect:

### **Section 1: background**

This section should explain the problem, issue or opportunity that the partnership will help to improve.

It should affirm that it is an equal partnership for the mutual benefit of all parties involved. This is important for the sustainability of the relationship between partners.

#### **Example for section 1.1**

Reasons for forming a partnership include to:

- significantly improve educational outcomes for local pupils – for example, in maths and science
- address shortage subjects by sharing teaching capacity
- raise academic attainment
- improve the governance of local schools

### **Example for section 1.3**

A partnership is a practical way of addressing a historical shortage of specialist language teachers locally. By sharing teaching capacity across our schools, we are able to overcome these shortages and are able to offer local pupils access to a wider curriculum.

## **Section 2: partnership aims and objectives**

This section explains what the partnership intends to achieve.

The aim (2.1) should be a clearly worded and brief mission statement that captures exactly what the partners hope to accomplish by working together. It should be concise enough to be reproduced on documents and materials related to the partnership in future.

### **Example for section 2.1**

To create an effective educational partnership that allows schools to share capacity and drive meaningful improvements across teaching, governance and defined academic areas.

The objectives (2.2) are the vital part of the agreement that will ultimately allow partners to measure the impact and gauge whether it has been a success. When setting objectives, it may be helpful to consider the SMART approach (specific, measurable, achievable, realistic and time bound).

### **Example for section 2.2**

To widen the curriculum offer so that all pupils within the partnership have access to a broad and balanced curriculum. Focus in the 2018-19 academic year will be:

- modern foreign languages (MFL) in year X
- science in year X

Support extra-curricular opportunities for pupils to extend their knowledge and improve their skills across a range of creative and sporting activities. Focus in the 2018-19 academic year will be:

- arts and drama in year X
- sports and physical education in year X

Ensure that all governing boards have the skills necessary to challenge financial decisions and manage risks.

## Section 3: partnership activities

This section outlines activities that partners will take forward to achieve their objectives. To ensure that the partnership is sustainable into the future, consideration should only be given to activities that schools have the capacity to deliver. If there is not capacity for an activity it should not be included.

### Example for section 3.1

| Objective   | Activities   |
|---|--|
| Address local MFL teacher shortage in order to give pupils across the partnership access to language teaching.  | Second/share MFL teaching resource with schools that are struggling to recruit, or who do not have the resource to employ a language teacher full-time. Hold mixed language classes, inviting pupils from across the partnership to joint lessons. |
| Address skills shortages and knowledge gaps on governing boards.  | Identify leaders across all schools and develop a programme for matching talent to known knowledge or skills gaps.   |
| Ensure consistency of moderation for pupils.  | Joint moderation of test results.  |
| Provide support for heads of department, drive out silo-working and ensure that best practice is shared.  | Targeted CPD programme. Regular joint meetings of department heads to share ideas and find solutions to common concerns.   |
| Provide university and career transition advice to pupils to ensure all students are well prepared for the next stage in their education, training or employment. | Hold mixed university preparation sessions. Second/share careers advisers. Jointly plan a careers advice programme.  |
| Widen the curriculum offer across partner schools.  | Shared use of facilities (such as labs or sports grounds) alongside tuition and teaching resource.   |

The timeframe for delivering activities should be made clear in this section (3.2). A

commencement date should also be explicit, including any 'pilot' phase.

### **Example for section 3.2**

The initial time frame for the partnership will be 3 years – partners will assess options for expansion thereafter.

Partner schools will pilot [activity X] during the 2018 summer term for one year group, before launching for all year groups in September 2018.

Partners should schedule 'review points' (3.3). These will help to ensure that activities are delivered as agreed, and that they can evolve and adapt according to what works.

Importantly, review points should challenge whether activities are having the desired impact and assess whether allocated resources are proportionate to outcomes.

## **Section 4: monitoring**

Monitoring is essentially about accountability and performance against milestones. It is informed by data and information gathered in the day-to-day operation of the partnership. This is distinct from impact evaluation, which is predominantly concerned with evidencing outcomes and impact once activity is complete.

In this section, schools may want to include the sources of data and information that they will use to monitor progress.

## **Section 5: impact evaluation**

[The Magenta Book](#) produced by HM Treasury gives guidance on:

- what to think about when designing an evaluation framework
- how results can be interpreted and presented
- things to consider as part of your evaluation process

The [Guide to setting up school partnerships](#) has a check list for evaluation.

This section should include the impact you intend to see and the approach you will take to measure whether it has been achieved.

The objectives outlined in [section 2](#) should be used to measure success.

■

## Example for section 5.1

The detail of your evaluation methodology could look like the table below:

| Objective  | Attributable outcome  | Evaluation method   |
|--|---|---|
| To address local MFL teacher shortage in order to give pupils across the partnership access to language teaching.  | X number of pupils from schools A, B and C, which previously did not have an MFL teacher, are taught a foreign language.  | Number of children attaining basic language qualification – rising to GCSE in 4 years. Comparison to national or regional qualification averages and change over time.  |
| To encourage more girls to engage in science and technology.   | Number of female pupils in science and technology subjects increases. More girls gaining entry into science or technology related university courses.             | Percentage increase. Student attitudes to STEM subjects (qualitative).  |
| To improve attainment in maths.  | Improved test results at KS3 and KS4 maths.   | Year on year comparison (percentage increase/decrease). Comparison to national or regional averages. Control group.   |
| To provide university and career transition advice to pupils to ensure all students are well prepared for the next stage in their education, training or employment. | More pupils gaining entry into university. More pupils remaining in education, training or finding employment.  | Number of students gaining entry into university. Year on year comparison (percentage increase/decrease). Student knowledge of options (qualitative). Student attitudes to further education or employment (qualitative). |
| Widen the curriculum offer across partner schools.   | Pupils given access to new subjects. Access to specialist facilities (for example, arts and drama studios) leading to improved attainment or interest in subject. | Year on year comparison of subjects offered. Number of pupils taking new subjects. Year on year comparison of results (for existing subjects taught in new facilities). Student attitudes (qualitative).                  |

## Example for section 5.2

The joint committee (see 7.1) will co-ordinate impact evaluation and report back to senior teams and governing boards annually.

## Section 6: designated partnership leads

Partnership leads should be senior members of staff, such as deputy heads, as they will need to have the authority to drive forward the work. We have seen the strongest examples of partnership working where the lead is part of the senior

management team.

This section should outline the responsibilities of the designated leads and leave no doubt about their role in driving forward progress. Some schools may also want to include specific outputs, such as annual reports.

### **Example for section 6.2**

The designated lead from each partner school will:

- drive forward and ensure progress of partnership activities
- co-ordinate monitoring and report back to senior teams and governing boards as appropriate
- report to senior teams and governors on progress
- be responsible for ensuring the widest impact possible within the partnership and look for further opportunities and expansion
- be responsible for associated data and permissions from students

### **Example for section 6.3**

Designated leads will provide an annual report (either individually or collectively). This document will serve each partner school's own reporting requirements to school leaders, governors, parents and other stakeholders in their school communities.

### **Example for section 6.4**

School heads agree to fill vacant partnership lead roles as quickly as practicable in the event that existing members of staff leave.

## **Section 7: partnership governance and oversight**

It will be up to each partnership to determine the formality of this section. Some partnerships may want to adopt a firm governance structure, while others may prefer to embrace a more informal arrangement. It may also work to leave most of this section out of the MOU and instead create a 'terms of reference' for a committee.

Some partnerships – especially those involving multiple schools – may choose to set up a joint 'partnership committee' made up of the designated leads discussed in [section 6](#). It should report into governing boards to ensure effective oversight. This committee should be given clear responsibilities, such as:



- ensuring the delivery of activities
- exploring expansion opportunities
- being empowered to deal with issues or delivery concerns as they arise

This section may also want to consider how each institution intends to bind the partnership into the fabric of their community. One option (shown in the example below), might be to encourage schools to weave the partnership into individual School Development Plans.

### **Example for section 7.1**

A joint committee, made up of partnership leads, will be established to oversee the partnership and monitor its effectiveness.

In the first year of the partnership the joint committee will meet at least twice each term.

The joint committee will:

- conduct activity reviews (3.3) and monitor overall progress against objectives (4.2)
- address delivery issues and drift
- identify priorities to further the scope and effectiveness of the partnership
- evaluate the impact of activities, as outlined in section 5

Invite heads to attend at least one committee meeting per academic year to jointly evaluate progress and agree strategic direction.

### **Example or section 7.2**

Each partner school will consider how the partnership can be integrated into their School Development Plans, with a view to introducing the partnership mission statement into each plan.

In the event of a dispute about any matter relating to the partnership, committee members can request that the headteachers of each partner school consult together to agree a solution.

## **Section 8: financial contributions**

Some partnerships choose to set up funds to ensure that the logistics of activities are fully covered or to ensure that all pupils, especially those from disadvantaged backgrounds, can participate in paid events. Some larger partnerships employ a

co-ordinator, whose salary is funded jointly by the schools.

If applicable, this section should be used to outline any financial contributions to be made by partner schools.

## Section 9: disclaimer

This section reinforces the point that a MOU is not a legally binding document; it is a statement, agreed voluntarily by equal partners, of the commitment to work together for the benefit of their pupils and communities.

Signing a MOU does not constitute the creation of a legal entity, or give anyone within the partnership the authority to make binding commitments on behalf of other schools.

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