



Memorandum of Understanding Join

the Dots

DATED: 02nd February 2023

BETWEEN:

- (1) The Brilliant Club, a registered charity with company number 7986971 and registered charity number 1147771, whose registered office is at 17th Floor Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (“**The Brilliant Club**”); and
- (2) The School who are signing up to run the Join the Dots Programme (“**Partner**”), each a “**Party**” and together the “**Parties**”.

BACKGROUND:

This Memorandum of Understanding (“**MOU**”) sets out the terms and understanding between the Parties in relation to their work together on Join the Dots, a programme to support students during their transition from Year 13 into university (“**the Programme**”), and any wider activities relating to the Programme.

This MOU seeks to document the Parties’ shared aim of delivering the Programme, and to provide a strategic umbrella arrangement under which the Parties can engage in specific activities in order to deliver the Programme.

IT IS AGREED AS FOLLOWS:

1. Introduction

- 1.1. The headings in this MOU are for ease of reference only, and have no legal effect.
- 1.2. In this MOU, the singular shall mean the plural and vice versa.

2. Purpose

- 2.1. This MOU is a statement of present intent between the Parties and is not considered to be a binding framework and does not create any legal obligations between the Parties.
- 2.2. The purpose of this MOU is to define: 1) the roles of the Parties, including any specific role accorded to a named Party; 2) the arrangements for collecting and reporting information between the Parties; 3) the procedures by which the parties will work together to achieve the aims of the Programme.

3. Scope

- 3.1. This MOU sets out the mutual understanding of the principles underlying the relationship between the Parties in matters concerning the planning and delivery of the Programme.
- 3.2. This MOU is concerned solely with the purposes set out above and may not be extended into other activities in which the Parties are involved without further written agreement.

4. Roles of the Parties

4.1. Partner shall:

4.1.1. Work with The Brilliant Club to identify and onboard students via:

- 4.1.1.1. a sign-up process;
- 4.1.1.2. engaging students in the Programme before it begins;
- 4.1.1.3. confirming final students numbers after results day;

4.1.2. Identify a teacher to meet each student they sign up two-three times (a 1:1 in May-July and then with the student and PhD Coach in September and December);

4.2. The Brilliant Club shall:

4.2.1. administer the Programme

4.2.2. support the selection of students for the Programme

4.2.3. provide guidance materials and support for teachers delivering the May-July 1:1 sessions

4.2.4. facilitate the student and PhD Coach meetings

5. Data Protection

- 5.1. For the purposes of this MOU, the Parties may share Personal Data (as defined in the Data Protection Legislation) between them. Where this is the case, the Parties will sign a separate Data Sharing Agreement.
- 5.2. In cases where the Parties share Personal Data, each Party shall comply at all times with all applicable Data Protection Legislation in respect of any Personal Data processed by it pursuant to this Agreement.
- 5.3. For the purposes of this MOU, Data Protection Legislation means any law relating to the processing of Personal Data and/or privacy as applicable to the Parties, including without limitation, the UK Data Protection Act 2018, the EU GDPR, the UK GDPR, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as well as any legislation that supersedes them, and as amended from time to time.

6. Timescales

The following timescales apply to this MOU:

Action	Deadline
School sign-up and student onboarding	February-May 2023
Teacher-Student 1:1	May-July 2023
Confirming student enrolment	August 2023
First meeting with student and PhD Coach	September-October 2023
Second meeting with student and PhD Coach	December 2023

7. Status of the Parties

- 7.1. The relationship between the Parties is that of independent organisations. Nothing in this MOU shall create or be deemed to create a partnership, agency, franchise or employment between the Parties.
- 7.2. No Party shall enter into any contractual obligations on behalf of another Party without the prior express written consent of an authorised signatory of the other Party.
- 7.3. No fee is payable from one Party to another in remuneration for any services provided within the scope of this MOU.
- 7.4. The MOU will automatically lapse if either party withdraws from participation in the activities relating to the Programme.

8. Review and Termination

- 8.1. This MOU will commence on the date stated on its first page (“Commencement Date”) and will remain in force for a period of 12 months.

9. Confidentiality

- 9.1. Both Parties agree that, during the term of this MOU, and for a period of 5 years thereafter, neither they nor any of their employees, agents (including volunteer staff) or sub-contractors, shall divulge, furnish or make accessible to anyone any and all information, whether in writing or otherwise, that is disclosed by any Party before, on or after the commencement date including, but not limited to, financial information, marketing data, procedures, business plans, lists of funders, personnel data, business relationships, current products, services and anticipated products and services and financial information concerning the disclosing party’s business and all disclosures, howsoever made to the other Party, in connection with this MOU (“Confidential Information”), unless:
 - 9.1.1. At the date of this MOU, the Confidential Information is already in the public domain or subsequently comes into the public domain through no fault of the other Party;
 - 9.1.2. the Confidential Information becomes available to the other Party from sources not bound by obligations of confidentiality;
 - 9.1.3. the confidential information was available to the other Party on a non- confidential basis prior to its disclosure to such party; and
 - 9.1.4. the other Party is required by compulsion of law to disclose the Confidential Information.
- 9.2. The parties agree that all discussions and negotiations shall be carried out on a strictly confidential basis and any statements (either written or oral) to be made in relation to the existence of the negotiations between the Parties shall be subject always to written agreement by both Parties.

10. Limitation of Liability

- 10.1. Nothing in this MOU shall limit or exclude a Party’s liability for:

- 10.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.1.2. fraud or fraudulent misrepresentation or wilful default;
 - 10.1.3. any liability under an indemnity given under this MOU; and
 - 10.1.4. any matter for which it would be unlawful to exclude or restrict liability.
- 10.2. In no other circumstances shall either Party be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for:
- 10.2.1. any loss of profit;
 - 10.2.2. any loss of business;
 - 10.2.3. any damage to reputation;
 - 10.2.4. any loss of contracts;
 - 10.2.5. any loss of revenues or anticipated savings;
 - 10.2.6. any loss of use or corruption of software, data or information; or
 - 10.2.7. any special, indirect or consequential damage of any nature.

11. Intellectual Property

- 11.1. For the purposes of this MOU:
 - 11.1.1. **“Intellectual Property Rights”** means any copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in computer software, database rights, patents, rights to inventions, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world Intellectual Property Rights other than that created, arising, obtained and/or developed in the course of or in connection with this MOU.
 - 11.1.2. **“Background Intellectual Property Rights”** means any Intellectual Property Rights other than that created, arising, obtained and/or developed in the course of or in connection with this MOU.
- 11.2. Nothing in this MOU shall affect the ownership of the Background Intellectual Property Rights owned by either Party.
- 11.3. Each Party grants to the other an exclusive, perpetual, irrevocable, assignable royalty-free worldwide licence to use all necessary Background Intellectual Property Rights owned or licensed by the licensing Party for the purposes of providing any services under this MOU and delivering the Programme. Each Party shall indemnify the other in full on demand against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred arising out of or in connection with the receipt and/or use of any Background Intellectual Property Rights made available in accordance with this clause.
- 11.4. The Brilliant Club retains all Intellectual Property Rights in any materials created in connection with the delivery of the Programme.
- 11.5. Both Parties agree to allow the other to use their name and logo to state that a partnership exists e.g. when declaring a list of partners worked with in a year. Any other use of each Party’s logo, brand, information regarding the

course etc. must be agreed in writing with both Parties, such consent not to be unreasonably withheld.

12. Notices

12.1. Any notice given under this MOU by either Party must be in writing and may be delivered personally, sent by facsimile transmission, sent by e-mail or sent by recorded delivery post. In the case of personal delivery, facsimile transmission or e-mail, the notice will be deemed to have been given on the same day and in the case of post will be deemed to have been given four (4) working days after the date of posting.

12.2. Notices will be delivered or sent to the addresses of the Parties as given at the first page of this MOU or to any other address notified in writing by any Party to the other Parties for the purpose of receiving notices after the commencement date of this MOU.


13. Dispute Resolution. The parties shall use their reasonable endeavours to resolve any dispute or issue through joint discussions.

14. General

14.1. Each Party will cover their own costs in relation to the formation, execution and performance of this MOU.

14.2. The Parties to this MOU do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1969 by any person who is not a party to it.

14.3. No variation to this MOU shall be effective unless in writing signed by duly authorised representatives of each of the Parties.

Signed by, for and on behalf of The Brilliant Club:	
Name:	David Jones
Position:	Student Success and Academic Development Director
Signature:	
Date:	02 nd February 2023