

Appendix 1

Stockton-on-Tees Borough Council and Teesside University Memorandum of Understanding: Cover note

The MOU between Stockton-on-Tees Borough Council and Teesside University builds on a strong history of collaboration between our organisations and reinforces our shared ambitions for the social and economic future of our area.

It marks a new phase in our partnership, as we cement our shared goals and key areas of activity that will turn our vision into reality. It is grounded in our organisational objectives and existing partnership commitments, including those set out through the Care and Health Innovation Zone Board and Place Leadership Board. These also see us working with a wider set of partners, including University Hospital Tees and the Integrated Care Board. Further details of joint commitments are set out in the Action Plan at Annex 1.

It is our intention that this MOU strengthens and deepens our bi-lateral partnership and our shared work with stakeholders, providing a platform to develop and expand areas of joint work over time, and enabling us to achieve more together.

The MOU identifies a set of shared objectives and underpinning projects or initiatives that will drive our shared success. We recognise that the initial list of activity is not exhaustive, and each Party will identify a single point of contact to ensure that this MOU remains a live document, that delivers meaningful impact.

MEMORANDUM OF UNDERSTANDING

Between Teesside University of Middlesbrough TS1 3BA and Stockton Borough Council of Stockton TS17 6BJ (“the Parties”)

Date this Memorandum is to take effect: [INSERT DATE]

1. This Memorandum of Understanding (“MOU”) recognises the intention of the Parties to maintain and build on existing partnership arrangements, co-operate in a broad range of areas, work together for mutual gain, and maximise our collective impact on for communities and the economy of our area. The Parties may seek to encourage and develop collaborative activities in various ways, including but not limited to the following broad objectives;
 - Developing skills infrastructure and provision that are fit for purpose to support a successful Care and Health sector, and removing barriers to access training
 - Ensuring that Innovation, Research & Development drives cutting edge service delivery in Tees Valley, and establishes a regional reputation for excellence
 - Reducing Health Inequalities by taking a strength-based approach to working with communities, with a focus on Early Intervention and Prevention
 - Using research, data analysis and intelligence to inform better decision making that delivers meaningful impact.
2. Attached to this MOU as Appendix 1 is a draft (non-exhaustive) action plan that sets out potential opportunities for collaboration under the above objectives that reflect the Parties’ expertise and ambitions. The Parties are however mindful of external factors that may impact on the realisation of these opportunities, most notably the current lack of certainty on the future implementation of the NHS long term workforce plan and related external regulatory requirements that may impact the decision for Teesside University to offer the discipline of medicine within its healthcare provision. The decision to proceed with this MOU is in this context.
3. Where the Parties identify opportunities to progress between them that can have a credible or beneficial impact on their respective ambitions, including those set out in Annex 1, they agree to discuss between them how to take these opportunities forward without any legal commitment to do so at that stage. Separate legally-binding agreements will be required to take forward any specific projects and no Party can be required to make any financial commitment to the other unless such legally-binding agreement for that specific project has been executed. In the course of discussions therefore, the Parties may, before the entering of a legally binding contract, wish to document the understanding reached on financials so that each Party can make an informed decision on whether to proceed further with the project, including whether to enter into a legally-binding agreement.
4. Each Party recognises the value of this MOU in promoting its own ambitions. However, any marketing material/activity which includes reference to the other Party must be sent to that Party and be approved in writing before use. Both

Parties will also agree any shared use of communications materials produced to promote activities relating to this MOU. Each Party agrees not to use the name, emblem and/or logo of the other Party without the other Party's prior consent in writing.

5. This MoU may be terminated at any time by either Party informing the other Party of this in writing (email sent to the Party's signatory to this MOU, or other nominee responsible for leading discussions under it, will suffice for this purpose). Unless it has been terminated earlier, this MOU will naturally end after a period of [5 years] from the date it was entered into (stated above), unless the Parties agree there is value in it continuing for a further period.
6. This MOU signifies a statement of intention to consider collaboration where opportunities arise in the interests of both Parties, but is not a legally binding document and has no legal effect.
7. Neither Party accepts any responsibility for any reliance placed by the other Party on this MOU and the Parties agree that neither Party will make any claim against the other for any loss or damage including but not limited to any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of any discussions under this MOU.

Signatures to the Agreement

[INSERT PRO VICE-CHANCELLOR
SIGNATORY]

[INSERT PARTNER SIGNATORY]

_____ Date: _____
For and on behalf of Teesside University

_____ Date: _____
For and on behalf of Stockton Borough
Council