THE LAUREL TRUST

Leading Learning through Action-led Research and Innovation

DATED: 2018

THE LAUREL TRUST

- AND -

[*INSERT*]

in collaboration with

[*INSERT*]

MEMORANDUM OF AGREEMENT RELATING TO RESEARCH GRANT

2018-20

Memorandum of Agreement

Date:

Between:

(1) The Laurel Trust, a charitable company limited by guarantee with registered company number 05774260 and registered charity number 1117330 whose registered office is at 10 Queen Street Place, London EC4R 1BE **("the Trust")**; and

(2) [*Insert Name of Lead School or Partner*]

Legal Status: [*Insert*]

Registered Office/Address: [*Insert*] (the "**Institution**").

Background:

The Trust has agreed to pay the Grant to the Institution in order for it to carry out the Research Project on the terms and subject to the conditions of this Agreement.

Terms and conditions:

1. Definitions

In this Agreement the following words and phrases have the following meanings:

1.1	"Commencement Date"	means the date of this Agreement
1.2	"the Grant"	means the total Grant of £[*insert amount*]
1.3	"Intellectual Property Rights"	means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions
1.4	"Know-How"	means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale
1.5	"the Research Principles"	means the Research Principles specified in Schedule 1
1.6	"the Research Project"	means the agreed collaborative partnership and the aims, methodology, development process, evaluation report and dissemination of the research outcomes
1.7	"the Term"	from the Commencement Date to 31 January 2020
1.8	"the Trust Field Officer"	means the person(s) appointed by the Trust to monitor the Research Project in accordance with Clause 8.1.

1.9 Reference to any statute or order or regulation made thereunder include that statute, order or regulation as amended, modified, re-enacted or replaced from time to time.

1.10 Reference to the singular shall include the plural and vice versa.

2. Term

This Agreement shall begin on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with this Agreement.

3. Obligations of the Trust

3.1 The Trust undertakes to pay the Grant to the Institution subject to the necessary funding being available, in accordance with the Payment Schedule specified in Schedule 2.

4. Equipment

Any equipment or materials provided by the Trust or which is purchased using the Grant for the Research Project shall be owned by the Trust and held by the Institution exclusively for use in conjunction with the Research Project unless otherwise agreed between the parties in writing. On completion of the Research Project the Trust reserves the right to decide what happens to the equipment and will consider donating it to the Institution and its partners.

5. Obligations of the Institution

5.1 The Institution warrants and undertakes that:

5.1.1 the Research Project and Grant awarded has been reviewed and approved by the Headteacher/Chief Executive of the Institution and where appropriate Chair of the School/Academy Governors;

5.1.2 the Grant shall be applied exclusively in support of the Research Project which shall be carried out by employees of the Institution and collaborative partners and, when part of the Project, volunteers including parents and carers;

5.1.3 the Research Project shall be managed and carried out:

(a) with reasonable care and skill in accordance with the Institution's normal policies and procedures, all customary and applicable ethical, legal, regulatory and other standards and generally recognised good/best practice in collaborative educational research;

(b) in accordance with all appropriate child protection, health and safety standards;

(c) in accordance with the Research Principles;

(d) without breaching the Intellectual Property Rights or Know-How of any third party;

(e) with appropriate insurance put in place by the Institution for children, staff, volunteers and equipment/materials against all usual risks and liabilities; and

(f) on the condition that all persons who work on the Research Project shall be subject to contractual terms that provide that all Intellectual Property Rights created by them whilst working on the Research Project shall vest in the Trust.

6. Change Control

6.1 If either Party wishes to change the scope or execution of the Research Project, it shall submit details of the requested change to the other Party in writing ("**Change Request**").

6.2 The Party proposing the Change Request shall provide written details of the impact which the proposed change will have on:

6.2.1 the Research Project;

6.2.2 the Term;

6.2.3 the Payment Schedule; and

6.2.4 any of the terms of this Agreement.

6.3 Unless both Parties consent to a Change Request, there shall be no change to any terms of this Agreement.

6.4 If both Parties consent to a Change Request, it shall be signed by both Parties, upon which the Change Request becomes a "Change Order".

7. Payment

The Trust shall pay the Grant to the Institution in accordance with the Payment Schedule specified in Schedule 2.

8. Reporting to the Trust

8.1 The Institution shall provide access for any Trustee and/or consultant Trust Field Officer to visit schools and supporting partners to discuss progress and issues and, in addition the Institution shall submit to the Trust regular progress reports at least once per school term in a format agreed between the Parties.

8.2 The Institution shall report to the Trust within 14 days evidence of any material alterations or changes to the Research Project and/or any breach of the terms on which the funding for the Research Project is given. If in the opinion of the Trust such material alteration or breach has occurred, it will raise it with the Institution in the first instance. If the matter is not resolved to its satisfaction the Trust reserves the right if it sees fit to terminate the Grant.

8.3 The Institution shall submit to the Trust a final Evaluation Report by 31 January 2020 in the format provided by the Trust and agreed by the Parties as one of the criteria for receiving a grant. This Report shall set out the form and effectiveness of the support provided by collaborative partners, review the training and development of teachers and volunteers and provide evidence of improved progress by the children involved in the 18 month Project. There is a requirement to include an independent external evaluation of the impact of the Project. In addition the Report shall specify future plans for the sustainability of the Project across the collaborative partnership and wider dissemination of the research outcomes.

9. Financial Record Keeping

9.1 The Institution shall keep complete and accurate records of the application of the Grant and match funding received. This shall evidence how the Grant added value to the agreed Research Project separated out from other monies and the agreed forms of matched funding such as staff time applied to the 18 month Project and its dissemination and impact.

9.2 The Institution shall retain such records and make them available to the Trust at the Trust's reasonable request for a period of 6 Years from the end of the Year in which this Agreement expires or is terminated (this is to provide for any enquiry by a statutory regulator/authority into the application of charitable monies).

10. Monitoring and Co-operation

10.1 The Institution and its partners acknowledge the right of the Trust to monitor the application of the Grant and the progress of the Research Project, and the Institution will provide all reasonable assistance to the Trust in such monitoring.

10.2 The Institution and its partners agrees to an interactive development process with the Trust, including both parties using all reasonable cooperation and communication in relation to the Grant and the progress of the Research Project.

10.3 The Institution and its partners shall, on reasonable notice and at reasonable times:

10.3.1 attend progress meetings with the Trust at the frequency and times specified by the Trust and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.3.2 provide feedback on the progress of the Grant to the Trust as and when requested.

11. Intellectual Property

11.1 All Intellectual Property Rights in the outcomes of the Research Project, including but not limited to materials, research findings and reports, are assigned to the Trust. However a fundamental principle of the Educational Research supported by the Trust is wide dissemination to as many schools as possible. Therefore the Trust will endeavour to disseminate by any format including publications and conferences the outcomes of the Research Project and the implications for good/best practice in education with the agreed involvement of the Institution and its partners both locally and nationally/internationally.

11.2 If the Institution generates and commercially exploits any Intellectual Property Rights in relation to the Project, the Institution will repay, or as applicable, part repay the Grant from the net proceeds of such commercial exploitation.

12. Data Protection

12.1 The parties shall comply with their obligations under the Data Protection Act 1998, the General Data Protection Regulation (GDPR) 2016 and other applicable data protection law and regulations.

12.2 In particular, the Institution shall ensure that all personal data of Institution representatives and/or beneficiaries provided to the Trust is, for the purposes of compliance with the General Data Protection Regulation (GDPR), legitimately provided by the Institution, to the Trust, for the Trust's legitimate interests, so allowing for the legitimate processing of such data in the reasonable pursuance the Trust's charitable, public benefit functions as a grant-making organisation, dedicated to the advancement of education.

12.3 All parties involved in any Laurel Trust grant funded research project shall ensure compliance with GDPR by sending an email soon as possible to the Trust's registered company secretary Ian Pearce (ian.pearce@ipcep-consulting.com) stating the following: "I consent to my name [insert full name], my email address [insert full email address] and other necessary contact details being held and controlled by the Laurel Trust for the legitimate processing of such data in the reasonable pursuance of the Trust's charitable, public benefit functions as a grant making organisation, dedicated to the advancement of education".

13. Anti-Bribery Compliance

13.1 Each Party undertakes to the other that it shall comply with all:

13.1.1 relevant, ethical and legal requirements in the United Kingdom and any other jurisdiction relating to this Agreement; and

13.1.2 all applicable Regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

14. Confidentiality

14.1 Each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights and other confidential information disclosed to it and shall not disclose the same to any person save:

14.1.1 to the extent such information is in the public domain, is already known to the receiving party or is acquired from a third party having the right to disclose the information;

14.1.2 to the extent necessary to perform its obligations in accordance with the terms of this Agreement; or

14.1.3 as expressly authorised in writing by the other party.

15. Publicity subject to Intellectual Property specified in Clause 11

15.1 Subject to agreement by the Trust the Institution and its partners may issue press releases or other publicity material relating to the Grant or the Research Project with appropriate acknowledgement of the support of the Trust.

15.2 Subject to agreement by the Trust the Institution and its partners may publish papers in recognised and respected educational journals, address seminars and conduct presentations at meetings and conferences which contain details of the results of the Research Project. Every such publication and presentation shall acknowledge in an appropriate way that the research was conducted at the Institution and its partners with the support of the Trust.

15.3 Subject to agreement by the Trust the Institution and its partners may use and reproduce any publication or presentation created by the Trust or jointly by both parties in relation to the outcomes of the Research Project.

15.4 The Institution will commit to undertake local dissemination of the outcomes of the Research Project with the support of the Trust, and will be asked when possible to cooperate with and provide reasonable assistance to the Trust in relation to wider dissemination.

16. Liability

16.1 The Trust's liability under this Agreement shall be limited to the value of the Grant.

16.2 The Institution shall be fully responsible and liable (and the Trust shall to no extent be responsible or liable, financially and otherwise) for all liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to:

16.2.1 any non-payment of the Grant or any instalment of it on any due date; or

16.2.2 the Research Project or any use of the Grant.

17. Termination

17.1 The Trust shall be entitled to terminate this Agreement with immediate effect in accordance with Clause 8.2.

17.2 Either Party may terminate this Agreement (or any part thereof) with immediate effect by notifying the other Party in writing if:

17.2.1 the other Party has committed a material breach of this Agreement which is irremediable or a material breach which is capable of remedy and it has failed to remedy the breach within 30 days of receiving notice;

17.2.2 the other Party commits a series of breaches of this Agreement and collectively the breaches constitute a material breach of this Agreement;

17.2.3 there is an Insolvency Event of the other Party; or

17.2.4 in accordance with Clause 18 (Force Majeure).

17.3 On expiry or termination of this Agreement for any reason whatsoever (or, in the case of Clause 17.2.4, upon notice to terminate being given):

17.3.1 The Grant will become repayable from the Institution to the Trust if (other than in accordance with this Agreement) the Institution terminates the Research Project before completion without the prior agreement or consent of the Trust;

17.3.2 the relationship of the Parties shall cease save as (and to the extent) expressly provided for in this Agreement;

17.3.3 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect (including this Clause 17);

17.3.4 each Party shall take reasonable steps to mitigate any costs which the other Party incurs as a result of termination or expiry of this Agreement; and

17.3.5 each party shall return to the other Party any Confidential Information in its possession which belongs to the other party.

17.4 Expiry or termination of this Agreement shall not affect a Party's accrued rights and obligations at the time of expiry or termination.

18. Force Majeure

18.1 If a Party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event then:

18.1.1 the relevant obligations under this Agreement shall be suspended for as long as the Force Majeure Event continues, but only to the extent that the Party is prevented or delayed from performing them;

18.1.2 as soon as possible after the start of the Force Majeure Event, the Party shall notify the other of the nature of the Force Majeure Event, the time at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

18.1.3 it shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and

18.1.4 as soon as possible after the end of the Force Majeure Event, it shall notify the other Party that the Force Majeure Event has ended, and shall resume performance of its obligations under this Agreement.

18.2 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 3 months, the Party not affected may terminate this Agreement by giving written notice to the affected Party.

19. Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Chief Executive (or equivalent) of each Party.

19.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

19.3 If the dispute cannot be resolved by the Parties pursuant to Clause 19.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 19.4 unless either Party considers that the dispute is not suitable for resolution by mediation.

19.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

19.4.1 A neutral adviser or mediator ("**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

19.4.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him or her in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held.

19.4.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

19.4.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

19.5 If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts of England and Wales.

20. General

20.1 Neither Party may assign or transfer or subcontract any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party.

20.2 No variation to this Agreement shall be effective unless it is agreed in writing and signed by or on behalf of each Party. For the avoidance of doubt, variation in writing includes agreement by e-mail where the e-mail is received from an e-mail address of a person authorised by a Party to agree variations and containing either a scanned image of the signature of the authorised person or the name of the authorised person as authentication of the variation.

20.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

20.4 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.5 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21. Any notice or other document given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent by hand or by registered post or by facsimile to a party. Any notice or other document shall be deemed to have been received by the addressee two working days following receipt of despatch if the notice or other document is sent by registered post or simultaneously where the delivery or transmission is sent by hand or given by facsimile.

22. This Agreement will be governed in all respect by English law and be subject to the non-exclusive jurisdiction of the English Courts.

23. A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SIGNED FOR AND ON BEHALF OF THE INSTITUTION BY:

Name: _____

Position: _____

Signature: _____

SIGNED FOR AND ON BEHALF OF THE TRUST BY:

Name: _____

Position: _____

Signature: _____

Schedule 1

The Laurel Trust - Research Principles for Grant Awards

All Research Projects supported by the Laurel Trust are subject to compliance with the following Research Principles:

1. The research shall be school-led and involve a collaborative partnership of schools that contain primary, early years or special schools or academies and shall focus on enhancing the educational experience of children and improved outcomes.

2. The schools or academies participating shall be in areas of multiple disadvantage and deprivation.

3. The lead school shall be judged by Ofsted to be good or outstanding.

4. The research or innovation project shall have the full support of the lead school headteacher and governing body and/or the Board of Trustees of the lead educational charity.

5. The research or innovation project shall reflect the Laurel Trust's inclusive values and should adhere to ethical principles.

6. The research or innovation shall contribute to school improvement and have clear achievable timescales and outcomes. The project shall demonstrate impact in the short-term but in addition build capacity for longer-term sustainable improvement, in part by involving teacher training and development (and volunteer training where relevant).

7. Grant recipients will be required to provide an independent evaluation of the impact of the Research Project and submit a final Evaluation Report with clear outcomes particularly in relation to improved progress by the children involved.

8. Recipients shall match fund the Grant either in terms of resources, staffing, expertise or a financial contribution.

9. There shall be a stated commitment to the completion of the Research Project and

dissemination of the outcomes locally, regionally and where applicable nationally so that the research benefits the wider educational system.

10. Monitoring, evaluation and dissemination methods shall be clearly specified and agreed. Participating schools and partners shall acknowledge that the intellectual property rights of research outcomes are vested in the Laurel Trust and the Trust will promote dissemination in partnership with schools and support charities whenever possible. Collaborative partnerships shall commit to help the Laurel Trust with such dissemination locally and nationally in order to add wider benefit to the school-led system.

11. The Laurel Trust reserves the right to terminate or withdraw the grant where it is not being used for the purpose for which it was awarded or it is not being used effectively and is unlikely to achieve the agreed aims of the Research Project.

The Laurel Trust - Criteria for the Selection of Research Projects 2018-20

1. The application should be made by a collaboration of primary schools, early years providers or special schools/settings with primary aged children. It may be supported by a university or other educational specialist organisation.

2. The application must have the full support of the headteachers and governing bodies of all the participating schools and of relevant personnel in other organisations.

3. The research or innovation must have a focus on children with special needs or disabilities (SEND) and must be linked to improved outcomes.

4. The schools in the collaboration must be in an area of multiple disadvantage and challenge.

5. The research must contribute to school or other provider improvement, have clear achievable outcomes and applications must state the additionality it will bring.

6. All projects will need to demonstrate impact in the short-term but also build the capacity for longer-term impact and sustainable improvement.

7. Projects must reflect local, regional or national priorities/need.

8. Participating schools must be willing to sign a Memorandum of Agreement which sets out the terms of the funding, compliance issues and their commitment to completion and dissemination.

9. Clear and realistic timescales for the completion must be given in the application with plans for securing the sustainability of the Project and wider dissemination.

10. Applications should indicate the arrangements for monitoring the grant and how its impact will be evaluated. A report from an external evaluation will also be required at the end of the project.

11. The research must be school-led and there should be a named Lead School which takes responsibility for the leadership of the project and ensures effective monitoring and financial probity.

12. The Lead School should be judged by Ofsted to be Good or Outstanding. However, schools that are not judged to be Good or Outstanding may be part of the collaboration and have a valuable part to play in the project.

13. Grant recipients will be required to submit a final report with clear outcomes particularly in relation to improved progress.

14. The Trustees reserve the right to terminate or withdraw the grant where it is not being used for the purposes for which it was awarded or it is not being used effectively.

Schedule 2

The Laurel Trust - Grant Payment Schedule

Payment of the Grant awarded will be as follows:

1. 50% of the Grant shall be payable on the Commencement Date of the approved Research Project (the date on which the Parties have agreed the Criteria for the Award including any Revisions from the original Application and the Memorandum of Agreement is signed).

2. 50% of the Grant shall be payable in April 2019, subject to the provisions of this Agreement having been complied with and the Trust being satisfied that reasonable progress has been made following monitoring in accordance with Clauses 8-10 in the Memorandum of Agreement.