

Blueprint Memorandum of Understanding Centers of Vocational Excellence

Platform of Vocational Excellence Water
Work package 4, result 4.4.

Attachments

- Format MoU/ cooperation agreement
- Format Co-financing document

1. Background and goal of this document

This document is one of the deliverables of the EU funded project Pilot Platform of Vocational Excellence Water. Based on the practice of over 400 public private partnerships in VET in the Netherlands in the Katapult network, the first version of this blueprint has been drafted. Based on the developments in the five regions within PoVE Water, this document will continue to develop. It is important to note that there is no one size fits all solution for CoVEs, since each skills ecosystem or context requires a tailor made approach, taken into account the specifics of that region. Therefore, this blueprint will be a reference document, including various options for the cooperation agreement that the CoVEs can choose to use or to leave out. This blueprint will be finalized by the end of the project and publicly disseminated.

1. MoU formalizes the collaboration in a CoVE and the commitment of the partners
2. The MoU is a reflection of what the partners agreed on to do in the CoVE

2. For whom

This cooperation agreement (or Memorandum of Understanding) blueprint is meant for regional Center of Vocational Excellence, formalizing the collaboration and commitment of all partners. This is not a blueprint for the collaboration between Centers of Vocational Excellence in a Platform of Vocational Excellence, although elements of this blueprint will be part of the Platform MoU as well.

3. Process

A cooperation agreement or memorandum of understanding is a reflection of what partners agreed on to do in a CoVE. Although it formalizes the cooperation, the agreement is not the starting point in the process of developing a CoVE. We recommend to

1. First determine your why, target groups and value proposition together with your partners in the CoVE. The Business Model Canvas can help as a tool.
2. Draft an Action plan based on the outcome of the Business Model Canvas, including a timeline, budget and division of tasks and make sure all partners agree.
3. Draft the cooperation agreement, including the co-financing agreement, outlining how various will contribute to the CoVE. This can be in cash or in kind.

4. Elements to include

As mentioned before, the situation of each CoVE is most likely different, depending on the regional context, phase of the collaboration and the needs in the skills ecosystem. The cooperation agreement will reflect this fact: a start up CoVE will have a different kind of agreement than a CoVE in which partners have been collaborating for many years and which is aiming to scale up the

[Add logo of partners or lead partner]

activities. Therefore, there are a number of elements that should be included in all cooperation agreements, and there a number of elements that are optional.

Required elements

- *Names of the partners of the CoVE:* names of the partner organizations and their legal representatives. These partners will all sign the agreement.
- *Context of the project:* what is the reason for the project, what issue(s) do the partners want address by cooperating.
- *Activities:* a brief outline of the main activities
- *Governance:* a description of how the partners will cooperate, who the project leader will be, how differences are solved.
- *Contributions:* a description of how the various partners will contribute to the joined activities. This can be both in kind as well in cash. We recommend to make this explicit, since it shows the commitment of each partner. Also describe under which conditions partners can withdraw from the cooperation.
- *Timeline:* when will the cooperation start, for how long will it run and when and how will it end or be renewed.
- *Applicable law:* describe how issues will be resolved in case the partners cannot come to agreement themselves.

Optional elements

- *Intellectual property:* in case of development of new curricula or innovation projects, we recommend to discuss the intellectual property up front. Which partner will have the intellectual property, how will you deal with new partners, etc.
- *Confidentiality:* if you need to share organization specific or sensitive information for the project to succeed, consider adding a confidentiality clause.
- *Attachments to an MoU:*
 - o action plan
 - o budget
 - o co-financing agreements

5. Contact

b.grievink@ptvt.nl of hello@wearekatapult.eu → we can put you in touch with experts who have set up these MoUs before if you have specific questions.

6. How to use the document

The following document is an example cooperation agreement or MoU for public-private collaboration in VET and professional education. The document is based on actual cooperation agreements of Centers of Vocational Excellences in the Katapult network in the Netherlands and is anonymized. This document can be used as a basis for new cooperation agreements and can be adjusted to the situation as needed. The document consists of the cooperation agreement, outlining the project, as well as a co-financing agreement that partners can use to express their support. There are two examples of co-financing agreements attached, since every situation is different. You can choose which example you would like to use as a basis to apply to your CoVE and its context.

For further advise or consultation on how to set up a cooperation agreement/ Memorandum of Understanding for a CoVE, please feel free to contact Katapult: hello@wearekatapult.eu. More

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information on tools for developing CoVEs and public private collaboration in the education can be found on www.wearekatapult.eu/tools.

When using the document, please replace the text in brackets with the actual information for your project.

[Add logo of partners or lead partner]

Explanatory note on the Cooperation Agreement

[Introduction of the project: Add a brief introduction of the project here, including an overview of the steps taken so far. This note provides the context of the project and you can use it to explain certain choices.]

This cooperation agreement has been signed by three cooperation partners: [PARTNER 1, PARTNER 2 and PARTNER 3].

In addition, there are five partners who have signed a cofinancing declaration, in full knowledge of the facts: [PARTNER 4, PARTNER 5, PARTNER 5, PARTNER 6, PARTNER 7]. These five partners do not belong to officially become part of the cooperation agreement because they do not have signed.

However, [PARTNER 1] sees them as a partner in this public-private partnership. This is attested by the signed co-financing declarations in which the in-kind requested contribution is included. These co-financing declarations are annexed to the cooperation agreement.

[Add logo of partners or lead partner]

Cooperation agreement

Project 'PROJECT NAME' 2020-2023
Center of Vocational Excellence

Collaboration partners¹:

1. [NAME PARTNER 1], established in [PLACE], represented by [NAME LEGAL REPRESENTATIVE], hereinafter referred to as [NAME PARTNER 1]
2. [NAME PARTNER 2], established in [PLACE], represented by [NAME LEGAL REPRESENTATIVE], hereinafter referred to as [NAME PARTNER 2]
3. [NAME PARTNER 3], established in [PLACE], represented by [NAME LEGAL REPRESENTATIVE], hereinafter referred to as [NAME PARTNER 3]

Jointly referred to as 'Cooperation partners'

Considering that²:

- The Nursing Homes, Care Homes and Home Care Organisations (VVT) sector has a strong need for more and better trained students, teachers and care workers. The VVT labour market in REGION has a demand for care workers with professional knowledge and skills in the field of PROJECTNAME, such as knowledge of quality of life and of multiple professional roles, such as coach and health expert. The labour market also has a demand for flexible training for VET and professional students, for joint training, such as through hybrid learning workplaces, and for better retention and lifelong development of care workers;
- The cooperation partners endorse these needs and therefore have a common interest in training sufficient and well-trained students, teachers and care workers in the VVT sector;
- In order to properly train a sufficient number of students and care staff, the Cooperation partners have set out a regional vision for the coming years, an Action plan and a multi-year budget to get there. This Action plan focuses on making VET education more flexible, setting up hybrid learning workplaces for VET courses, professionalising hybrid learning workplaces for VET courses, carrying out research into hybrid learning workplaces in order to increase the research capacity, professionalising lecturers and improving the retention and lifelong development of care workers;
- The commitment of the Cooperation Partners in the Action Plan is laid down in co-financing declarations³;
- For the implementation of the vision and the Action plan, the cooperation partners will use the CoVE grant of the European Commission [OR ADD OTHER FINANCIAL SOURCES IN CASE OF THIRD PARTY FUNDING];
- The implementation of project and the Action plan will have a duration of at least four years. To this end, the cooperation partners enter into this cooperation agreement for at least four years. In doing so, they intend to continue the cooperation on a lasting basis after the four-year period;
- The Cooperation Partners are open to strengthening and expanding the partnership with companies and other organisations that can contribute to the implementation of the Action Plan and the further development of the regional vision;

¹ Include all the names of the project partners here.

² Add a brief description of the current situation the project aims to address, the current description is an example from the healthcare sector.

³ Attached to this document

[Add logo of partners or lead partner]

- The Cooperation Partners have agreed to record the agreements in writing;
- In the action plan, the Cooperation partners have set the following objectives for each programme line, with the description of the objectives and the desired effects being explained in more detail in the action plan:

Programme line 1: Innovating care education (flexible and future-proof VET courses)

This programme line focuses on connecting the modules of the VET training courses to the regional demand of the care institutions. This includes the following objectives:

Objective	Timeline			
	20/21	21/22	22/23	23/24
1.1. Number of modules developed in comparison to 2019 (total:280)	70	70	70	70
1.2. Percentage of students who work fully with renewed modules in their course compared to 2019		20%	80%	100%

Programme line 2: professionalising teachers

In the programme line 'Teachers' professionalisation', the central theme is the professionalisation of teachers in order to train students in a different way. In order to professionalise lecturers, the focus is on 1) updating knowledge in the labour market developments and the changing role of the healthcare professional, and 2) updating skills and behaviour in order to learn the necessary skills for the healthcare professional, both now and in the future, as a coach. This includes the following objective, whereby the content of the basic training is further specified in the plan of approach,

Objective	Timeline			
	20/21	21/22	22/23	23/24
2.1. Number of VET teachers that completed a training course on progress-oriented teaching (total: 50)	25	25		
2.2 Number of VET teachers that completed training in student guidance and learning strategies (total: 50)	25	25		

Programme line 3: setting up and professionalising hybrid learning workplaces in care institutions

In this programme line, the setting up of hybrid learning workplaces for BBL training courses is central. Research is conducted into the critical success factors of a hybrid learning environment and how the business case can be made financially sound. This includes the following objective:

Objective	Timeline			
	20/21	21/22	22/23	23/24

[Add logo of partners or lead partner]

3.1 Number of realised hybrid learning environments for VET courses, in comparison to 2019		1	1	
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Programme line 4: Retaining care workers and developing them throughout life

In this programme line there is an onboarding process of starting care workers and life long develop centrally. For the onboarding process, the hybrid leather workstations at the care institution used as a transition situation from the training to the work field. This includes the next objective:

Objective	Timeline			
	20/21	21/22	22/23	23/24
4.1 Number of knowledge meetings between (starting) care workers and students in the hybrid learning environment	5	5	10	10

Agree that:

THE COOPERATION

1. The Cooperation Partners have drawn up a regional vision, an action plan and a multi-annual budget, in which the financial and other contributions of the parties are elaborated.
2. The Cooperation Partners shall implement the project, guided by the provisions set out in the Action Plan for 'PROJECT NAME' established on DATE and the budget for 'PROJECT NAME' established on DATE. The Action plan, business plan and budget are annexed to this Agreement. The project shall start on DATE at the latest.
3. The Cooperation Partners participate in the project both organisationally and administratively.
4. The Cooperation Partners shall establish a Steering Committee in which further arrangements with regard to the implementation of the Agreement shall be made if desired and/or necessary. Arrangements will also be made there if a party turns out to be in default, as a result of which the results will not be achieved or will not be achieved in full.
5. The Collaborative Partners authorise PARTNER 1 to act on behalf of the Collaborative Partnership as lead partner for the project 'PROJECT NAME'. The cooperation partners and participants enable the coordinator to fulfil its responsibilities.

ACTIVITIES

6. Pillars have been formulated to achieve the ambition and objectives of the 'PROJECT NAME' project:
 - A. Innovating care education: flexible and future-proof VET courses;
 - B. Setting up and professionalising Hybrid Learning Workplaces at care institutions;
 - C. Retaining care workers and Lifelong Development;
 - D. Professionalization of teachers.

The project 'PROJECT NAME' is aimed at students of the following courses within the mbo:

[Add logo of partners or lead partner]

Study Programme	Programme code	Level	Number of students in programme

- 6.1. Collaborative partners are committed to making VET healthcare courses more flexible and future-proof;
- 6.2. Collaborative partners are committed to setting up hybrid learning environments for VET students and to professionalising hybrid learning environments for Life Long Learning students;
- 6.3. Collaborative partners are committed to better retention of care workers in the VVT sector and/or the general care sector and to better enable life-long development;
- 6.4. Collaborative partners are committed to professionalising teachers in the relevant care training programmes.

CONTRIBUTIONS

7. The cooperation partners will contribute the following to the four-year project:
 - A. The total partner contribution of PARTNER 1 to 'PROJECT NAME' amounts to [EUROS];
 - B. The total partner contribution of PARTNER 2 to 'PROJECT NAME' amounts to [EUROS] in-kind;
 - C. The total partner contribution of PARTNER 3 to 'PROJECT NAME' amounts to [EUROS] in-kind;
8. The in kind input will be focused on the following parts:
 - A. contribution of knowledge and expertise in the innovation of care education;
 - B. contribution of knowledge and expertise in the professionalisation of the coaching and guidance of VET students at training places at health care institutions;
 - C. Input of knowledge and expertise in retaining care workers and a life-long perspective develop;
 - D. contribution of knowledge and expertise in the professionalisation of lecturers in the field of knowledge and skills.
9. The distribution of income after deduction of out-of-pocket costs among the cooperation partners is laid down in the budget.

GOVERNANCE

10. Cooperation partners shape their cooperation through the structure below:
 - A. The cooperation will initially be shaped through this cooperation agreement;
 - B. A steering committee will be set up for the appointment of the project leader, financial management and accountability to the grantor. The following persons will form the steering committee⁴:
 1. NAME, Partner 1;
 2. NAME, Partner 2;

⁴ Preferrably an executive level representative of each organization.

[Add logo of partners or lead partner]

3. NAME, Partner 3;

- C. Project leadership is filled in by NAME; the project leader will respond to the steering committee.
- D. Working method, tasks and responsibilities of the steering committee, project leaders and mutual cooperation will be worked out in more detail.
- E. If any issues or differences in insight should arise, the steering committee will deal with these issues.

CONFIDENTIALITY

In the further development of this project, cooperation partners will have to exchange confidential information.

- 11. The confidential information includes all administrative and other business data, which will come to the knowledge of the cooperation partners in the framework of the negotiations between the cooperation partners. This confidential information includes, but is not limited to, all administrative, commercial and technical information available to the cooperation partners.
- 12. Cooperation partners will keep the information confidential and will not disclose this information to any third party nor use and/or multiply the information in any way. Excluded is information which is publicly accessible.
- 13. All information remains the property of the cooperation partners except with the consent of the provider, it is not permitted to make copies or have copies made and/or retain them.
- 14. The cooperation partners shall refrain from disclosing information to persons other than employees, consultants and/or representatives of cooperation partners, who necessarily need to know the information for the purpose for which the cooperation partners wish to achieve it.
- 15. Cooperation partners will take the necessary measures to ensure that the aforementioned persons will also observe secrecy and will guarantee this to the extent necessary.
- 16. Cooperation partners shall also, subject to the written consent of the other Cooperation partners, keep secret the content of this agreement or any agreements arising therefrom or related thereto.
- 17. The obligation of confidentiality set out in this Agreement shall continue to apply after the end of the project to all information shared in the context of the project.

TIMELINE

- 18. The agreement has a term of four years from the date of signature. Termination within this first period is not possible. At the end of this initial period, the agreement may be tacitly renewed for a period of one year at a time unless one of the cooperation partners waives renewal. The party concerned must make this known in writing no later than three months before the end of the term of the agreement.
- 19. This agreement will be dissolved if the subsidy from the Regional Investment Fund MBO, to which this agreement has been entered into, is not granted.
- 20. Partners are entitled to dissolve or terminate this agreement prematurely, without judicial intervention, if one of the cooperation partners applies for a moratorium or becomes bankrupt.
- 21. The dissolving cooperation partner(s) undertakes to fulfil his or her obligations under this agreement upon termination of the agreement. The costs shall be settled to the extent necessary in proportion to the state of affairs at that time.

[Add logo of partners or lead partner]

APPLICABLE LAW

- 22. This cooperation agreement is governed by [Dutch] law.
- 23. Any disputes that may arise as a result of this term sheet or its interpretation will be submitted to the competent court in the [District Court of the Northern Netherlands].

Signed for approval on⁵:

Name	
Organisation	
Date	
Location	
Signature	

⁵ Add a table for each project partner

Example Co-financing statement 1⁶

A public-private partnership for the 'NAME PROJECT' project

Introduction

We believe that together we can train future and current healthcare professionals differently in the NAME REGION. The aim is to increase the outflow of VET students to the labour market in the Healthcare and Welfare sector, to increase the opportunities of the healthcare professional on the labour market and to be able to better retain sitting healthcare professionals in our sector. To this end, we consider it of great importance to renew and improve education in the Healthcare and Welfare sector and to work together in a sustainable manner to this end. As proposed, we would therefore like to participate as co-financier in the 'NAME PROJECT' project.

Our offer

Our total contribution for the next four years from 2020 to 2024 is *(tick what is applicable)*:

- Golden member (contribution in hours): € 93,440 (1,280 hours* € 73 per hour)
- Silver member (contribution in hours): € 70,080 (960 hours* € 73 per hour)
- Bronze member (contribution in hours): € 46,720 (640 hours* € 73 per hour)
- Contribution in cash € [AMOUNT]

Total contribution for the next four years: € AMOUNT

This contribution consists of:

- Contribution of knowledge and expertise in the innovation of healthcare education
- Contribution of knowledge and expertise in the professionalisation of teachers in the field of knowledge and skills
- Contribution of knowledge and expertise in the professionalisation of coaching and guidance of VET students at training places at the care institutions.
- Contribution of knowledge and expertise in the development of a learning culture and lifelong development in education and care institutions

Our benefit

In exchange for our offer we receive:

- Co-creation in the development and implementation of innovation in care education, both in content and forms of education.
- Solutions for the regional care issues of today and tomorrow based on practical research
- Support and guidance in supervising mbo students at training places at the healthcare institutions
- Otherwise trained healthcare professionals who have up-to-date knowledge, competencies, the exercise of various roles and lifelong development, in line with the change in the role of the healthcare professional.

We encourage the government and others involved to support this unique and essential initiative.

- signature follows on the next page -

⁶ Each participating party in the project shall add a signed co-financing statement

[Add logo of partners or lead partner]

Organisation	
Registration number	
Legal representative	
Position	
Date	
Location	
Signature	

Example Co-financing statement 2⁷

A public-private partnership for the 'NAME PROJECT' project

Introduction

PARTNER 1, PARTNER 2 and PARTNER 3 have the ambition to develop and set up a Media Innovation Campus. A creative environment in which regional media (and creative) companies, knowledge institutions and the government stimulate each other through knowledge exchange, education and product development. The aim of this campus is to make [REGION] a centre for the creative economy. A visible (online) platform and physical environment that takes its place nationally and internationally.

This application consists of the following parts:

- Regional vision
- Business plan
- Budget (multi-annual, partner and operating budget)
- Cooperation agreement 2020-2023

With this statement:

- Will we actively participate in the start-up, activation, execution and completion of this project;
- We endorse all parts of the application;
- Do we also contribute to the total co-financing within the project in accordance with the overview below;
- We authorise PARTNER 1 to act as lead partner.

NAME ORGANISATION represented by **NAME**, finds it of great importance that the above initiative is supported. The undersigned therefore wishes to support this project as a partner, and hereby declares to agree to the following co-financing of the project costs for a period of 4 years.

Applicable*	What	Personel costs	Material costs
YES/NO	Participation in curriculum development	50 hours x 4 years = 200 hours	€
YES/NO	Professionalisation of teachers and staff	50 hours x 4 years = 200 hours	€
YES/NO	Campus development	50 hours x 4 years = 200 hours	€
YES/NO	Development of platform	50 hours x 4 years = 200 hours	€
YES/NO	Other activities	50 hours x 4 years = 200 hours	€
YES/NO	Cash contribution		€
Total		Hours:	€

*Strike out what does not apply

⁷ Each participating party in the project shall add a signed co-financing statement

[Add logo of partners or lead partner]

We encourage the Ministry of Education, Culture and Science and others involved to support this unique and essential initiative.

Organisation	
Registration number	
Legal representative	
Position	
Date	
Location	
Signature	