

Writing a Partnership MOU

If you want your partnerships to go off without a hitch, get everything in writing

All too often, partnership activities are based on a “handshake deal,” where you and your partner informally agree to what you’re going to do together. That’s understandable: You have a high degree of trust in one another, after all, and you’re both planning on working side by side for the benefit of the students you both care about.

But there are dangers in building partnerships on a handshake. One or both of you might remember your commitments differently than the other, or you might have misheard what your partner said that he or she would do. It can be easy to skip some planning steps (like defining measurable outcomes) when planning consists of a casual conversation. And, if your primary contact leaves or gets transferred, it can be hard to quickly bring his or her replacement or supervisor up to speed on promises made.

Fortunately, it doesn’t take much effort to write up a Partnership Memorandum of Understanding (MOU), which will help you think through the elements of your work together and provide a document that defines promises made and outcomes desired. Simply develop your agreement using the suggestions below; your partner will appreciate your professionalism, and sooner or later you’ll be very glad that you went to the effort of getting a signed letter of commitment.

BEFORE YOU WRITE AN MOU...

Memoranda of Understanding have a clear purpose: To document, in writing, things that were previously agreed to. Therefore, you should only write an MOU after you and your partner have already discussed the details of your partnership, including the goals and who is responsible for what. Don’t use an MOU as a proposal: When your partner reviews the MOU, they should recognize everything in it, not be surprised by new content. Use it to document your relationship, not to start it.

Ideally, you would actually write the MOU collaboratively with your partner as you start to define the specifics of the initiative in question, sharing drafts and tweaking language as you hone in on your final version. This allows your partner to phrase things in ways that will appeal to internal parties, including

his or her boss (tailoring language on goals to align with language in the corporate vision) and legal department.

A final note: When developing any sort of agreement, even if it is explicitly not binding in a legal sense, it's smart to ask your school's or college's legal counsel whether they need to be involved in its development or approval before executing the MOU with your partner.

DO YOU ALWAYS NEED AN MOU?

You might wonder whether you need an MOU for simple partnership activities, such as guest speaking arrangements. It's OK to reserve the formal MOU structure for larger-scale partnership efforts, but it's smart to at least get the details of every activity in writing; that way you and your partner both have a hard point of reference for times and dates, locations, or any costs associated with the activity (such as providing lunch or transportation or covering registration fees). Even if you just send your partner an email and ask them to confirm your understanding of your discussion, you can be confident that you have a shared understanding of your respective commitments.

SECTION I: THE INTRODUCTION

Start your partnership MOU with a brief introduction that includes the following elements:

- Names of the key parties involved in the partnership initiative, including your institution and program name and their company name. This simply identifies who is responsible for making the activity happen.
- Time span of the activity, such as "During the month of June," or "Over the course of the 2018-2019 school year." From your partner's point of view, this limits their commitment, which reduces risk on their part; from your point of view, this prevents you from being locked in to an initiative when circumstances dictate that a new approach might be in order. Finally, it gives you an excuse to sit down with your partner on a regular basis to review your past work together (this MOU is a great centerpiece for such a discussion) and talk about expanding your relationship going forward.
- A paragraph that explicitly notes that this is not a legal document. As anyone who has worked in the corporate world can tell you, legally binding contracts take a long time to execute, and in many cases the idea of legal commitments can cause a firm to refuse to participate in your work altogether. To avoid this, use a statement such as the following:

Note that this is not a partnership in a legal sense; it is a voluntary relationship to pursue shared interests. Further, this agreement is not a legally binding document, but rather a statement of mutual intent by the parties to ensure a shared understanding of all proposed benefits and responsibilities.

SECTION II: ABOUT THE PARTNERSHIP

With the introduction out of the way, it's time to dive into the meat of the MOU: Describing the structure and goals of the partnership.

Primary contacts

In the introductory section, you listed the names of each partner; here, you'll provide full contact information, including primary contact name with information (title, email address, direct phone line) and the full mailing address of the partnering organization. This will be helpful information if a primary contact leaves and his or her replacement needs to contact someone about the partnership.

Purpose

Every partnership should keep students as its primary focus, and this section allows you to clearly lay out the purpose of your work as it relates to student outcomes. Take the time to detail the goals of the project as they relate to students; however, you can hold off on the measurement/accountability language at this point (those are covered later in this section). Sample statements include:

"By working together, [partner] and [program] have an opportunity to increase awareness of and interest in the skilled trades, and therefore impact career awareness and selection, among [targeted student population]."

"[Partner] and [program] will ensure that students receive hands-on experiences in the healthcare industry as a way of boosting knowledge and skills, thereby learning about the various career options available in a hospital."

Remember that the outcomes highlighted here must be backed up by specific measurement efforts later in the MOU. Don't promise improved morale, for example, if there are no mechanisms for developing and measuring it.

Partnership Model

This is the "meat" of the proposal: a description of how your program will help students get from Point A to Point B. Describe, in reasonably specific terms, what students will be doing as they participate in this partnership. The description doesn't need to be long, but it does need to make clear what students will be doing. One example:

"Five students in the [program name] will be selected, based on interviews and recommendations, to participate in a six-week internship program at [partner]. Students will receive one week of pre-internship training on employability skills, and participate in safety training on the first day of this internship. Thereafter, they will each work one-on-one with people doing various jobs, rotating weekly among stations in the manufacturing area of the company."

Measurements

If someone is going to invest their time, talents, and treasure in your partnership initiative, they need to know that their investment is going to produce results. Once you've laid out your partnership plans, you must explain how you'll measure success according to your objectives. This could be by tracking test scores, but it could also involve pre/post assessments of interest, graduation rates, or the percentage of students exploring postsecondary opportunities. Include interim measures (to guide the development of the program) as well as final outcome measures. The key is to find measurements that are tied to your objectives and that your partners find to be relevant.

Focusing on measurable outcomes makes it clear to your partner that you're interested in results, which they'll find very attractive. It also helps you avoid activities that don't have an impact on students; you won't be able to simply say "the students will be engaged" without coming up with some way of defining and measuring that.

SECTION III: ROLE OF THE BUSINESS PARTNER

With the overall framework of the partnership laid out in the previous section as context, it's time to consider the roles of you and your business partner. In this section you'll specify what your business partner will provide – and what benefits they'll gain as a result.

What the business will provide

One of the goals of an MOU is to secure a commitment from your prospective partner; you must therefore spell out exactly what you're asking of them. Be as specific as possible: Instead of asking for volunteers, ask for five volunteers to be present at the school from 3pm until 4:30pm on Mondays and Thursdays in October. Instead of providing financial support, specify that they'll be contributing \$500 prior to the launch of the project.

Examples of other logistical questions you and your partner should think through, specify, and assign:

- What is the employer's exact role in supervising or mentoring a student?
- Who will handle recruiting? (posting opportunities, fielding applications, interviewing, etc.) This includes recruiting students as well as volunteer participants; different parties may be responsible for recruiting different types of participants.
- Who will take care of paperwork? What forms are required? Are background checks needed, and if so, who is responsible for them?
- Are there safety requirements that need to be accommodated, and if so, who will be responsible for meeting them?

What the business will receive

In the beginning of the proposal, you offered general information on the benefits your partner will receive; you should provide specifics on those benefits in the body of the document. This includes how those benefits will be defined and measured, in terms relevant to your partner. For example, you may say that "by allowing employees to participate as mentors, [partner] can expect to see an improvement in employee morale. [Partner] can track this through its annual employee survey or by having employees participate in a pre/post survey." Ask your partner to define the benefits they want to receive and how they can be measured, and note that your partner should assume responsibility for the cost of any such measurement activities.

SECTION IV: ROLE OF THE EDUCATION PARTNER

Because every partnership should be a partnership of equals, you should spend just as much time talking about what you provide, and what you receive, as you do for your business partner, and spell those elements out in this section.

What the educational institution will receive

You've laid out the benefits that students will receive in Section II, but it's important to remember that all partners – including education partners – must receive benefits from a partnership in order for it to be worthwhile. So think about how you as an educator, or your program or institution, stand to gain from the activity. Will you be able to improve the metrics on which you're judged, such as attendance or graduation rates? Will you receive financial support? Will your instructors receive training or at least

have an opportunity to stay current on the state of your industry? All of these provide value to you beyond those student benefits, and should be documented here.

What the educational institution will provide

Many educators are too modest when it comes to highlighting their contributions to a partnership; they feel they're just things they have to do to make the partnership happen, rather than recognize the real value they provide. But your partners need to see that you're contributing just as much to the partnership as they are.

Think about the contributions you'll be making to the project and document them here. If the project will require staff time, note it here; that's a real contribution. If you're handling administration (such as submitting and collecting parent waivers), note that as well. Any other contribution, from handling transportation to overseeing the data collection and measurement process, should be noted as well. You're providing real value; make sure your partners are aware of it.

SECTION V: WRAPPING UP

With the details of the project laid out above, it's time to wrap up the MOU with two final elements that can save you a great deal of frustration in the future.

Disclaimer

Even the best of partnerships can be hit with unexpected developments, such as an industry partner experiencing a downturn in business that results in layoffs or closings. While these are outside the control of you or your partner, it's smart to include language in your agreement that acknowledges such changes, and suggests that you work together to minimize their impact on students. Consider including language such as the following:

"The parties agree to meet the terms and pursue the goals outlined in this agreement. If either party is unable to fulfill its obligations, that party will provide notice as soon as possible and attempt to find others to take on their role for the sake of students in the project."

Of course, this is not legally binding language, but it does plant a seed that the partners will try to accommodate the work happening on behalf of students.

Signature Lines

While your MOU is not legally binding (and should be noted as such), it's still good practice to have key parties sign off on the terms laid out in the document. It confirms that all parties understand their roles and commitments; furthermore, it's a great resource to have in the event of a leadership change. You'll find it much easier to approach a partner's replacement or employer if you have a written agreement in hand that outlines responsibilities and rewards than if you had no such paperwork.

ACTION STEP: KEY QUESTIONS

As you develop your MOU, answering the following questions to help you build a strong agreement:

- Before I write any part of the MOU, have I worked with my industry partner to define the outcomes of the proposed partnership for students, educators, and industry partners?
- Have we agreed on the parameters of the partnership (length of time, activities, costs, etc.)?

- Have we agreed as to how outcomes will be measured, and who will be responsible for collecting and analyzing data?
- Do we explicitly understand the kinds of investments that each party will be making, in terms of manpower, financial support, and in-kind support?
- Has my partner recommended or contributed any language that will help to align the MOU with the interests and concerns of his or her employer, including aligning desired outcomes to corporate priorities, and disclaimers aligned to legal concerns?
- Have we identified who should sign this document in order to make sure it is supported in the event of a personnel change?
- Upon signing, have we sent copies to everyone who needs access to this agreement?

ABOUT THIS GUIDE

This guide has been developed by Colorado CTE, housed at the Colorado Community College System to help Colorado CTE educators build strong and lasting relationships with employers and other stakeholders. For more information on CTE and other resources available to help you, please visit <http://coloradostateplan.com/>.

