

Memorandum of Agreement between University College Falmouth and Falmouth and Penryn Community Radio CIC.

1. Parties to the Memorandum of Understanding

This Memorandum of Agreement (the 'Agreement') formalises the intention of University College Falmouth ('UCF') and Falmouth and Penryn Community Radio Community Interest Company ('The Source') to work in collaboration for the delivery of the UCF Foundation Degree in Radio Production – the delivery of the award to be located in part within the Source FM radio station over 30 weeks.

1. This agreement sets out the terms and conditions under which each of the parties to the agreement will meet their specified obligations to secure the collaboration.
2. This agreement will apply only to the second year of the awards operation. This second Year represents both the first year of a new intake *and* the final year of a two year cycle i.e. the completion of a full Pilot cycle and the start of a new cycle should the agreement continue. The year will only commence if UCF determines it has sufficient applications from students to generate income to UCF that will cover its direct costs including the fee payable to the Source, or if UCF decide to commence at a lower level of income. (This assessment was made in September 2011).

2. Principal Aspects of the Agreement

3. UCF and The Source shall be guided by the precepts within UCF's Framework for *Undergraduate Course Delivery*.
4. UCF shall be responsible for the validation and approval of the award, and for the award's annual and periodic review within the University College's framework of quality control and assurance as approved by UCF's Academic Board.
5. UCF shall be responsible for all arrangements relating to student applications, admissions, registration, enrollment, assessment, progression and graduation and all matters relating to student complaints and appeals, and student discipline as governed by its regulations and procedures approved by UCF's Academic Board. UCF's regulations and procedures are subject to regular review and may change in response to good practice guidance and national legislation and regulations as they relate to Higher Education institutions.
6. The Source shall be responsible for providing the resources to ensure the following: the good management and promotion of the radio station and its activities (the 'Station'); a professional studio environment including studio equipment and related physical space; and the appropriate support infrastructure to enable students to carry out in-situ work-based learning at the Station (see appendix 1.)
7. UCF and The Source shall provide access to, and use of, those designated facilities detailed in the approved programme document and under the terms and conditions and financial arrangements detailed below.
8. The Source agrees that it may not offer any 'serial' arrangement whereby it offers approved collaborative undergraduate provision elsewhere or assign, through an arrangement of its own, powers delegated to it by UCF unless it has received the prior express written permission of UCF in each instance.
9. This agreement shall be effective from the date on which it is signed by the parties and shall remain in force for such time as is mutually agreed by the collaborating organisations. Arrangements for the termination of the agreement are detailed in section 10 below.

2. Quality and Academic Standards

10. UCF's Academic Board shall be responsible for the quality of the award and its academic standards in accordance with UCF's quality assurance procedures as detailed in its Quality Assurance Handbook. These procedures include and provide for the annual and periodic review of academic programmes, the appointment of external examiners, assessment and feedback processes and the approval process for the modification to an approved programme of study.
11. The Source will have adequate systems and resources in place, including staff, and as appropriate, equipment, materials and software, to deliver the award at its premises. (See paragraph 2.4 above and Appendix 1)
12. The Source shall ensure that it has in place relevant and up to date policies relating to Health and Safety and Data Protection and will supply copies of these policies upon request to UCF.

3. Staffing

13. UCF shall have responsibility for ensuring that staff are appointed to deliver the award who are appropriate in terms of the relevance of their qualifications, experience and expertise, and that they engage in ongoing professional and staff development relevant to Professional Media Practice.
14. UCF shall be responsible for ensuring the continuation of personal tutor support whilst students are on placement.
15. The Source will appoint a suitably qualified station manager to deliver various components of the award to the satisfaction and with the guidance of UCF's programme team.
16. The Source will deliver up to 24 hours of directed and supervised work-based learning per week as required by the programme document and agreed with UCF staff annually in advance. This amount may be varied dependent on student numbers.

3. Management of the programme

17. The programme of study will be based at the radio station for 720 hours over 30 weeks. It will be line managed by UCF's Head of the Department of Media, School of Media & Performance.
18. UCF will appoint an Award Leader for the award.
19. The award committee for the award will operate in accordance with the terms of reference and constitution determined by UCF.

5. Facilities

20. UCF shall provide access to and use of the facilities as detailed in the approved programme documents. UCF shall be responsible for ensuring that all students and staff on the programme are covered for insurance purposes during their time at UCF when using UCF facilities.
21. UCF will be responsible for providing technical and other support staff, as appropriate, consistent with the requirements of the course within the approved programme document.

- 22. UCF will ensure that students and staff receive inductions on Health and Safety regulations and practice when at UCF and when using UCF facilities.
- 23. The Source will provide access to and use of facilities within the radio station and will be responsible for insurance and Health and Safety when using facilities of The Source.

6. Marketing and Promotion

- 24. UCF shall be responsible for approving all marketing and promotional material relating to the programme and its delivery and the channels and medium by which it is released to target markets in the Pilot Year.

7. Fees and payment

- 25. In consideration of the services detailed above UCF shall pay to The Source (quarterly in advance and upon receipt of a valid invoice) a fee of £32,500 including VAT (if applicable).
- 26. The fee comprises two elements comprising a payment for teaching services for the station manager (or suitable alternative) and access to facilities.
- 27. During the second Year this fee is split £12,500 for teaching and £20,000 for facilities.
- 28. Should this agreement be extended, the fee will be negotiated annually by representatives from UCF and The Source.

8. Dispute Resolution

- 29. Professor Mike Wilson, Dean of the School of Media & Performance (UCF) and Matthew Rogers (The Source) are designated as the senior staff responsible for resolving any dispute relating directly or indirectly to the delivery of the approved programme. In the event of both parties being unable to resolve a dispute, UCF and The Source will refer the matter to a third party, agreed by UCF and The Source, who will arbitrate on the matter.
- 30. The selection of the arbitrator will be made by UCF and The Source at the time of dispute.

9. Termination of the Agreement

- 31. Any decision to terminate this agreement by either or both parties shall be made on the basis that each party shall fulfil their obligations in full to ensure that all students registered for the programme at the time of the notification of the decision to terminate shall be able to complete their studies for the award for which they are registered, within their maximum registration period.

10. Review of the Agreement

- 32. This agreement for continuation will be subject to review no later than 31 May 2012.
- 33. If the collaboration is to continue a new agreement for future developments will be established. The earliest termination point being at the end of the Second Year or earlier by mutual agreement.

Name..... Designation.....

Signature.....
For University College Falmouth

Date.....

Name.....

Designation.....

Signature.....
For The Source FM

Date.....

Appendix 1:

Falmouth and Penryn Community Radio (The Source) agree to supply the following in support of work-based learning at its premises:

1. Live studio presentation facilities;
2. Pre-record facilities;
3. Editing workstations;
4. Office and administrative facilities to support students in roles of Broadcast Assistants and Producers;
5. Supervision and direction of individual and group work-based learning;
6. Opportunities to engage in a broad range of programme-making and production roles;
7. Opportunities to work across a range of programme genres and production forms;
8. A marketing strategy for the station that aims to maximise audience reach and promote a vibrant and challenging work environment for students.