



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

1. Parties to the Memorandum of Agreement

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.

University College
FALMOUTH

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 final year of a two year cycle. 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.

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 9 below.

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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 2.6 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 and assess various components of the award to the satisfaction and with the guidance of UCF's programme team. UCF reserves the right to participate in the appointment process for this post; see 3.13 above)
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 Geoff Smith Deputy Rector (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. As of November 2012 UCF has suspended recruitment to the award and will apprise Source FM of the exit strategy in place to support students through to completion of their studies, including any students referred at the end of the 2012/13 academic year.

Name..... Prof. G. Smith Designation..... Deputy Rector

Signature.....  Date..... 2/11/12

For University College Falmouth

Name..... Matthew Rogers Designation.....

Signature..... Date.....

For The Source FM

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. Teaching and assessment 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.

Job Description – Station Manager

Core Job Function:

- To manage the running and development of the Source FM in accordance with the aims and objectives of the organisation.
- To manage a socially inclusive community radio station for all the residents of the greater Falmouth and Penryn area.
- To recruiting a diverse range of volunteers.
- To manage and support the project's volunteers on the various aspects of project delivery: e.g. training, finances, production, technical, broadcasting.
- To ensure the station has appropriate and up-to-date insurance cover.
- To ensure that the Key Commitments of the Community Radio License CR114 are met.
- To ensure that all other license requirements including PPL, PRS and MCPS are up-to-date.
- To ensure the continued financial sustainability of the Station by securing funding from a diverse range of funders in keeping with Ofcom's legal restrictions limiting the amount of funding which can be obtained from any individual funding source.
- To draw up and implement legal policies for the Station including:
 - Health and Safety
 - Vulnerable Adult
 - Equal Opportunity
 - Child Protection
 - Volunteering Contracts
 - Broadcasting Law
- To liaise with local service providers and develop Service Level Agreements.
- To enhance the delivery of quality social gains programming to the Falmouth and Penryn area.
- To work with the Award Leader for Foundation Degree Radio to teach and assess the 'Work-Related Learning' elements of the coursework.
- To provide a professional studio environment including equipment to support the corporate activities of the station.
- To develop and deliver sponsorship packages for local businesses to be

- able to invest in the station.
- To manage the day to day finances of the station, set budgets, prepare cash flow forecasts and business plan and co-ordinate with other stakeholders such as the bank, creditors, sponsors and funders, which will be subject to the Board's approval.
- To be responsible for management and maintenance of all revenue and capital assets and premises, which will form part of a 5 year plan to cover maintenance/security/replacement.
- To ensure that for all key actions the Board of Directors ratifies the decisions.
- To liaise with partners and linked organisations (e.g. Community Media Association, Local Authorities, Police, NHS, community and voluntary groups, residents associations, etc) in order to further the aims and objectives of Source FM.
- To undertake training and development as required.
- To research examples of good practice from other community radio stations and prepare recommendations for implementation of new ideas at Source FM.
- To be responsible for the monitoring and evaluation of all material broadcast by the station and to obtain regular feedback to ensure listener satisfaction.
- To carry out any other reasonable duties as requested by the Directors of the Community Interest Company.

Key Skills:

- Knowledge of broadcasting.
- Proven track record in securing funds.
- Experience of recruiting and training volunteers.
- Strong project management skills.
- Experience of teaching within an HE environment

Partnership Working:

- To have the ability to engage with a wide range of public, private and voluntary sector organisations and to include hard to reach groups and bring about social inclusion.
- To engage with representatives from University College Falmouth to develop partnership opportunities for co-delivery of educational provision to students.
- To engage with representatives from Adult Education to develop partnership opportunities for co-delivery of educational provision to students.
- To engage with representatives from local schools and colleges to develop partnership opportunities for co-delivery of educational provision

to students.

Skills/Knowledge:

Essential:	Desirable:
Manage and motivate a team including a volunteer workforce.	A local knowledge of the greater Falmouth and Penryn area.
Strong project management e.g. budgeting, record-keeping, managing contracts etc.	Web site management.
Strong team working skills.	Have a full driving licence and access to a car for work purposes.
Excellent communication skills, both written and oral (presentation skills).	Experience of broadcasting.
Strong IT skills, including a working knowledge of word processing and spreadsheet software.	Strong marketing skills.
Strong partnership working skills including influencing and negotiating skills.	
Able to inspire and motivate a wide range of audiences including people from a wide range of social, cultural and ethnic backgrounds.	
Proven track record of fund raising expertise.	
Educated to postgraduate level in a relevant subject or equivalent industrial experience	
Experience of teaching within a HE environment	
Knowledge and experience of relevant Health & Safety policies.	