



MEMORANDUM OF UNDERSTANDING

The STUC and The Open University in Scotland recognise the distinct contribution each organisation makes towards education and lifelong learning within Scottish society. Both parties are committed to enhancing the educational opportunities for trade union members throughout Scotland.

This MEMORANDUM OF UNDERSTANDING (“MOU”)

Is made this day

Between:

1. **(THE OPEN UNIVERSITY IN SCOTLAND)** The Open University is Scotland's only university dedicated to distance learning. The OU has 13,000 undergraduate and 1000 postgraduate students throughout Scotland. The Open University is open to people, places, methods and ideas. It promotes educational opportunity and social justice by providing high-quality university education to all who wish to realise their ambitions and fulfil their potential. Through academic research, pedagogic innovation and collaborative partnership it seeks to be a world leader in the design, content and delivery of supported open and distance learning. The Open University was established by Royal Charter in 1969. Its principal place of business is Walton Hall, Milton Keynes, MK7 6AA, England. The Open University [is registered as a charity in Scotland] and operates from The Open University in Scotland, 10 Drumsheugh Gardens, Edinburgh EH3 7QJ.
2. **(SCOTTISH TRADES UNION CONGRESS STUC)** The purpose of STUC is to co-ordinate, develop and articulate the views and policies of the trade union movement in Scotland reflecting the aspirations of trade unionists as workers and citizens. The STUC represents around 630,000 trade unionists, the members of 39 affiliated trade unions. The STUC speaks for trade union members in and out of work, in the community and in the workplace, in all occupational sectors and across Scotland. The structures of the STUC ensure representation for the interests of women workers, black workers, young workers and other groups of trade unionists that otherwise suffer discrimination in the workplace and in society. The STUC, through the Skills & Lifelong Learning Team, is deeply committed to supporting trade unions in Scotland to encourage and help workers take up opportunities to develop their learning and skills. The STUC principal place of business is STUC 333 Woodlands Road Glasgow G3 6NG.

The STUC will have the capacity to assist unions to access learning for their members by providing a wide range of services at national levels.

The OU is a leading provider of higher education through supported open learning, in Scotland, throughout the UK and worldwide.

The OU in Scotland and the STUC share a common mission to support the personal, career development and lifelong learning of people throughout Scotland, operating at a national scale with local focus. They share a distinctive commitment to ensure access to learning opportunities for those who have previously benefited least from education and training.

This MOU is intended as a broad framework document for collaboration. The parties intend to explore the possibility of working together to develop a long-term strategic relationship, initially in the area of widening participation, including progression pathways and access provision. The Parties do not intend to displace existing arrangements between the OU and individual unions.

1. The OU in Scotland and the STUC recognize the advantage of collaborative working to maximize learning benefit and widening participation by investigating opportunities of:
 - (a) Working with employers, sector skills councils, the Scottish Funding Council, the Scottish Executive and others to address skills gaps and develop progression pathways for workforce development by developing and evaluating options for joint programmes of vocational and work-based learning to meet evolving market and sector needs.
 - (b) Providing collaboration in the provision of pathways from everyday skills programmes, access courses and Higher National awards leading to the OU's courses and degrees at undergraduate degree and postgraduate levels.
 - (c) Developing and evaluating the opportunities and market potential for continuing professional development.
 - (d) Providing information, advice and guidance to union members through the STUC, TUC Education, and Scottish Union Learning Fund, union learning representatives (ULRs), workplace learning advisers and the OU's advisory service in Scotland..
 - (e) Building in the Scottish Credit and Qualification Framework (SCQF) by collaborating on the development of learning climbing frames as a tool for identifying and signposting learning routes, enabling learners to meet their work, career and personal goals.
 - (f) Collaborating with other stakeholders to build opportunities for skills development and to develop learning centres.
 - (g) Exploring areas of joint collaboration initiatives with other agencies.
 - (h) Developing joint opportunities for staff development and the sharing of best practice.
 - (i) Cooperation in research and development activities of value to both organizations.

The Parties intend to meet on preset dates twice a year in order to.

- identify and prioritise activity areas
 - enable the Parties to update each other
 - monitor and manage progress to date
 - ensure regular communication between the Parties
 - Identify resourcing needed as the collaboration develops.
2. Both Parties intend to investigate possibilities for collaboration and include these within their respective work plans.
 3. This Memorandum of Understanding is a statement of intent between the Parties in relation to the subject matter herein and, save for provisions relating to confidentiality detailed in clause 5 which are legally binding upon both parties, is not intended to create a contract, give rise to legal rights and obligations or create any legal relations whatsoever.
 4. Specific activities referred to or arising from this Memorandum of Understanding shall, where necessary, be the subject of separate contractual agreements negotiated by the Parties in respect thereof.
 5. All material/information shared by one Party to the other will be kept strictly confidential and will not be disclosed without prior written consent.
 6. All contractual terms, (including but not limited to those relating to ownership of intellectual property rights, licensing and the right to use materials, use of third party content, branding and cost schedules and responsibilities) shall be agreed prior to the Parties undertaking specific projects and activities. This will include any consultancy contracts on either side.

This MOU shall be effective from the latter of the parties signed hitherto.


**Signed for and on behalf of
STUC**

Signature:

Name:

Title:

Date:


GRAHAME SMITH
GENERAL SECRETARY
8 JUNE 2007


**Signed for and on behalf of
The Open University in Scotland**

Signature:

Name:

Title:

Date:


PETER SYME
SCOTTISH DIRECTOR
8th June 2007