

**Memorandum of Agreement between
Mindful Education Ltd and [INSERT FULL NAME]
for Collaborative Activities in Further Education and Apprenticeship Provision**

Summary

1. This Agreement is made between Mindful Education and [INSERT FULL NAME] (hereafter referred to as “the Partners”), concerning collaboration activities in further education and apprenticeship provision.
2. This Agreement details the terms for the collaborative activities between Mindful Education Ltd (hereafter referred to as “Mindful Education”) and [INSERT FULL NAME] (hereafter referred to as “the College”).

Main Purpose

3. The purpose of this Memorandum of Agreement (hereafter referred to as the “Agreement”) is to:
 - i. Develop and deliver professional programmes and apprenticeships and activities as jointly agreed;
 - ii. Learn from respective Partner organisations and share best practice;
 - iii. Access information, knowledge, skills and experience not otherwise available to each Partner; and
 - iv. Enhance the credibility and reputation of both Partners by association.

Main Areas of Collaboration

4. The following are the key collaboration activities covered by this Agreement:
 - i. Delivering new models of study for professional programmes and apprenticeships;
 - ii. Co-development of support arrangements for learners.

Main Terms of Agreement

5. Details of the professional programmes and apprenticeships (hereafter collectively referred to as “the programmes”) relevant to this Agreement are set out within Annex 1(a) and (b).
6. Each Partner will share in the income generated by the provision of the programmes under this Agreement. Details of the income share provisions are set out within Annex 2.
7. Each Partner will seek to fulfil the joint marketing strategy, as set out at Annex 3.
8. Each Partner will seek to fulfil the joint employer engagement strategy, as set out at Annex 4.
9. A Partnership Handbook developed and agreed by the Partners shall provide the framework for the implementation of this Agreement and the overall relationship between the Partners on an on-going basis.

Validation and Approval of Programmes

10. The College accepts responsibility for the validation and review of the programmes with the respective awarding organisation. The mechanisms for quality assurance will be those developed and approved within the College.
11. The College is responsible for ensuring it maintains approval to offer the programmes and that there is satisfactory fulfilment of annual monitoring, periodic review, and the implementation of any condition and/or recommendation required by the respective awarding organisation’s quality assurance process in line with its governance and management arrangements.
12. Mindful Education will develop the teaching, learning and assessment resources for the programmes as agreed with the College, to meet the expectations of the College and the relevant awarding organisation. Both Partners will work closely in meeting any programme validation requirements. Partners will also work to implement any recommendations or programme amendments made by the awarding organisation.

Programme Management and Administration

13. Responsibility for the **day-to-day** management and delivery of the programmes is vested in the College. The College is responsible for ensuring all regulatory and awarding organisation expectations are met.

14. All management and administrative functions are the responsibility of the College. These management and administrative functions include, but are not limited to, learner admissions, registrations, enrolments, monitoring, assessment and feedback, provision of results and certification.
15. Mindful Education will provide assistance where necessary and as requested by the College to fulfil management and administrative requirements.

Staffing

16. The College will approve and appoint appropriately qualified and experienced staff to teach on the programmes delivered as part of this Agreement, including appointing a Programme Leader for each provision.
17. Proposed changes to staff teaching on the programmes must be notified as soon as reasonably practicable by the College to Mindful Education so that the programme coordination and review of resources for teaching, learning and assessment can continue to be carried out, as well as Mindful Education completing appropriate training for new staff members.

Facilities and Learning Resources.

18. The College will be responsible for satisfying the requisite awarding organisations that an appropriate learning environment exists and will be maintained to support the programmes. This may include but is not limited to: the range of teaching accommodation, library access, computing and other specialist provisions.
19. The College will ensure that adequate resources are in place to deliver, assess and manage the programmes detailed in this Agreement, which may include but are not limited to staff resources, libraries resources, campus facilities and IT equipment, and that these resources are maintained throughout each programme.
20. Mindful Education will ensure the Virtual Learning Environment ("VLE") and the associated services and resources are maintained to meet the demands of the programmes under this Agreement.

Programme Delivery

21. The College will monitor the delivery of the programmes to ensure award and regulatory expectations are met.

Mindful Education will (unless Annex 1 includes exceptions for individual programmes) undertake the following:

- a) Develop, provide and host a VLE for each professional programme and apprenticeship standard listed at Annex 1(a) and (b), which will be co-branded as the College and Mindful Education
- b) Develop and provide teaching and learning resources for learners' use, including bespoke videos, quizzes, exercises and case studies
- c) Develop and create appropriate formative assessment work for learners
- d) Develop and provide tutor support resources, including sample schemes of work and in-class teaching exercises
- e) Provide detailed learner analytics for the use of tutors, managers and assessors at the College, including weekly reporting on learner progress and achievement
- f) Provide training and support to tutors, managers and assessors at the College on an on-going basis regarding the use of the teaching, learning and assessment resources, including best practice
- g) Create a bespoke delivery calendar for each cohort of learners. This delivery calendar will be discussed and agreed with the delivery team members at the College in advance of the start of a programme
- h) Register learners on the respective VLE for their professional programme or apprenticeship and provide them with an induction to their VLE
- i) Provide each cohort of learners with welcome packs, delivered to the appropriate campus
- j) Provide ongoing technical and operational support to delivery team members at the College in respect of the programmes
- k) Provide email support to learners and staff at the College regarding technology queries
- l) Provide, if requested and where available, any additional services in areas such as, but not limited to, business development, employer engagement, quality assurance and learner engagement
- m) Provide assistance and information to the College where necessary to meet external stakeholder expectations such as, but not limited to, regulatory reviews

The College will (unless Annex 1 includes exceptions for individual programmes) undertake the following:

- a) Provide sufficient and dedicated teaching and tutorial services to learners to supplement the teaching, learning and assessment resources made available within the VLE
- b) Make available all other services as provided to other learners at the College as applicable to the level and nature of the programmes
- c) Mark assessments and provide feedback, both formative and summative, to learners
- d) Moderate assessment marking
- e) Provide a copy of programme specific details and induction information to both learners and staff
- f) Participate in awarding organisation related processes, reviews and audits
- g) Administer all award specific files and record keeping
- h) Administer learner fees, funding and loans and other related activities
- i) Fulfil all regulatory expectations

Assessment and Examination Arrangements

22. The College is responsible for all assessment as required by the respective award validation or approval. This includes setting assessments, marking, feedback and certification of learners.
23. Mindful Education will provide assistance where necessary as requested by the College to fulfil the above requirements.

Disciplinary and Appeals Regulations

24. Learners of the College shall be subject to the disciplinary and academic progress regulations of that institution. Mindful Education will provide appropriate assistance requested in fulfilling the responsibilities of the College.
25. In the event of an appeal against a decision of the Board of Examiners, Mindful Education will provide appropriate assistance requested by the College.

Learner VLE access

26. In the event of a learner failing the final programme exam/assessment Mindful Education will, without further fee, allow them access to the VLE for that programme for a maximum period of up to one week after the next available resit/assessment window after which access will be withdrawn.
27. In the event of a learner not taking the final programme exam/assessment due to ill health, or other allowable reasons as agreed between the Partners, Mindful Education will, without further fee, allow them access to the VLE for that programme for a maximum period of up to one week after the next available resit/assessment window after which access will be withdrawn.

Learner Welfare

28. Responsibility for the progress and welfare of learners enrolled on the programmes rests with the College.

Acquisition, Selection and Enrolment of Learners

29. The College is responsible for programme publicity and recruitment to ensure viable recruitment targets are met. The senior management team at the College will set intake targets for learner numbers, as well as ensure that there are sufficient resources to deliver a high-quality provision for the anticipated learner numbers. The College and Mindful Education will discuss and determine the targets and recruitment strategy in advance of anticipated programme start dates, which will be subject to regular reviews.
30. Mindful Education will, in consultation with the College, assist with the marketing and promotion of the programmes, as detailed within Annex 3.
31. The College will scrutinise learner applications in line with prevailing policies and procedures. The College will keep Mindful Education informed of progress at regular intervals.

Marketing, Advertising and Use of Logos

32. Both Partners must approve the use of each other's brand identities in accordance with their respective publicity policy and procedures, as well as in accordance with the Partnership Handbook. Brand identity includes names of the organisations, logos and any trademarks.

Statutory Legal Responsibilities

33. Each Partner is responsible for their statutory legal expectations respectively.

Copyright & Intellectual Property

34. The copyright and intellectual property of the framework of the programmes, the VLEs, all supplementary digital resources, and all learner and tutor support materials as developed by Mindful Education lies solely with Mindful Education. The copyright and intellectual property of any teaching materials for the programme as developed solely by the College lies exclusively with the College.

Confidentiality & Data Protection

35. The subject matter of this Agreement and all negotiations pertaining to it shall be deemed to be 'Confidential Information' for the purposes of this clause.
36. Neither of the Partners shall reveal any Confidential Information to any external parties, including the terms of this Agreement and contents of any Annexes.
37. Neither of the Partners shall publish any external advertising and publicity relating to this Agreement unless the Partners have both agreed in writing the form and content thereof.
38. Both Partners shall ensure that pertinent statutory expectations are strictly observed and, where necessary, third parties are notified as required.
39. Save as may be required by law, each Partner (the 'Receiving Partner') undertakes to the other Partner (the 'Disclosing Partner'):
- a) to keep all information disclosed by the Disclosing Partner secret at all times;
 - b) not by any means to disclose information disclosed by the Disclosing Partner or allow it to be disclosed in whole or in part to any third party without the Disclosing Partner's prior written consent;
 - c) not to use information disclosed by the Disclosing Partner in whole or in part for any purpose except as expressly permitted by the other Partner (such consent must be evidenced in writing); and
 - d) to take all proper and reasonable measures to ensure the confidentiality of information disclosed by the Disclosing Partner.

Resolution of Disagreements between Partners

40. In the first instance, the CEO of the College or their nominee, alongside the Managing Director or their nominee of Mindful Education, will seek to resolve any dispute relating to any disagreements between them. In the unlikely event of this approach failing, both Partners will use the services of a mediator or arbitration services.

Duration of the Agreement

41. This Agreement shall have effect for a minimum period of 3 years from the date of signature, after which the contract will automatically renew on an annual basis.

Strategy & Implementation

42. Both Partners will develop and agree strategies and implementation plans to ensure the growth, sustainability and successful outcomes of the programmes throughout the tenure of this Agreement.
43. The Partners to this Agreement will commit sufficient resources in order to implement all jointly agreed strategies and implementation plans such as, but not limited to, marketing, advertising, sales, recruitment, admissions, administration, teaching and management, in order to ensure the viability of the programmes for all modes of delivery and for all intakes.
44. The Partners agree to regularly monitor and review the performance of the jointly agreed strategies, targets and implementation plans, putting in place remedial measures as necessary where strategies, targets and implementation plans are not being met.

Termination of the Agreement

45. Either Partner may terminate this Agreement subject to a minimum of twelve months advanced notice. The intention to terminate this Agreement must be presented in writing. In reaching such a decision, any necessary teach out arrangements will be jointly developed and implemented for all present and future intakes falling within the twelve-month notice period.
46. The teach-out period will commence from the date that the last cohort of learners was admitted to the programme of study.
47. Upon termination of this Agreement, both Partners shall cease to use any documents or materials provided to it by the other Partner and shall cease to advertise any connection with the other Partner, in respect of this Agreement.

Governing Law and Jurisdiction

48. This Agreement shall be governed by and interpreted in accordance with the laws of England. Any legal proceedings arising out of or in connection with this Agreement shall be brought in any court of competent jurisdiction in England and the Partners hereby submit to the exclusive jurisdiction of these courts.

Effectiveness

49. This Memorandum of Agreement will come into effect upon one signature from each of the Parties below. The signatories below are authorised to sign this agreement on behalf of their respective Party.

Signatories to the Agreement

For and on behalf of Mindful Education	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:
For and on behalf of [INSERT FULL NAME]	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:

Annex 1(a) – Professional Programmes

The Professional Programmes covered by this Agreement are identified below, together with relevant supporting information:

No.	Course	Part-time Professional Courses Information & Pricing					Funding Information			XXXXX Income Share Range		Mindful Income Share Range	
		Level	Launch Date	GLH	No. of Units	Guide Course Price	Funding Level	Funding Types	Funding Sources	65% Income Share	75% Income Share	35% Income Share	25% Income Share
1	AAT Certificate in Accounting	L2	Available	255	4	£1,836	£1,836	Funding; Loan	Adult Skills Funding; Free Courses For Jobs; Adv Learner Loan	£1,193	£1,377	£643	£459
2	AAT Certificate in Bookkeeping	L2	Available	115	2	£828	£828	Funding	Adult Skills Funding	£538	N/A	£290	N/A
3	AAT Diploma in Accounting	L3	Available	400	4	£2,880	£2,880	Funding; Loan	Adult Skills Funding; Free Courses For Jobs; Adv Learner Loan	£1,872	£2,160	£1,008	£720
4	AAT Certificate in Bookkeeping	L3	Available	210	2	£1,512	£1,512	Funding; Loan	Free Courses For Jobs; Adv Learner Loan	£983	N/A	£529	N/A
5	AAT Diploma in Professional Accounting	L4	Available	390	5*	£2,808	£2,808	Funding; Loan	Adult Skills Funding; Adv Learner Loan	£2,120	£2,317	£688	£491
6	CIPD Foundation Certificate in People Practice	L3	Available	120	4	£1,400	£864	Funding	Adult Skills Funding	£910	£1,050	£490	£350
7	CIPD Associate Diploma in People Management	L5	Available	175	7	£2,400	£1,260	Funding; Loan	Adult Skills Funding; Adv Learner Loan	£1,560	£1,800	£840	£600
8	CMI Diploma in Principles of Management and Leadership	L3	Available	193	8	£1,700	£1,260	Funding; Loan	Adult Skills Funding; Free Courses For Jobs; Adv Learner Loan	£1,105	£1,275	£595	£425
9	CMI Diploma in Management and Leadership	L5	Available	171	8	£2,100	£1,166	Funding; Loan	Adult Skills Funding; Adv Learner Loan	£1,365	£1,575	£735	£525
10	ILM Diploma in Leadership and Management	L3	Available	104	12	£1,700	£1,987	Funding; Loan	Adult Skills Funding; Adv Learner Loan	£1,292	£1,490	£695	£497
11	ILM Diploma in Leadership and Management	L5	Available	107	6	£2,100	-	-	-	£1,365	£1,575	£735	£525
12	C&G Diploma for the Business Administrator	L3	Available	260	8	£1,800	-	-	-	£1,170	£1,350	£630	£450
13	NALP Certificate for Paralegal Technicians	L3	Available	220	4	£1,265	-	-	-	£822	£949	£443	£316

* The AAT Level 4 qualification comprises of five units, of which the three Mandatory units will be offered on an Online and On Campus format, with our partners delivering the two specialist units via face-to-face. Mindful Partnership fees are therefore based on 70% of the fees and funding, as reflected on the table.

Annex 1(b) – Apprenticeships

The Apprenticeships covered by this Agreement are identified below, together with relevant supporting information:

No.	Apprenticeship Standard	Apprenticeship Standard Information					XXXXX Income Share Range		Mindful Income Share Range	
		Relevant Awarding Body	Level	Launch Date	Banding Level (If ATE)	Typical Apprenticeship length	82% Income Share	84% Income Share	18% Income Share	16% Income Share
1	Accounts / Finance Assistant	AAT	L2	Available	£7,000	12 - 15 months	£5,740	£5,880	£1,260	£1,120
2	Assistant Accountant	AAT	L3	Available	£12,000	12 - 15 months	£9,840	£10,080	£2,160	£1,920
3	Professional Accounting / Taxation Technician	AAT	L4	Available	£8,000	15 - 18 months	£6,560	£6,720	£1,440	£1,280
4	HR Support	CIPD	L3	Available	£4,500	12 - 15 months	£3,690	£3,780	£810	£720
5	People Professional	CIPD	L5	Available	£11,000	12 - 16 months	£9,020	£9,240	£1,980	£1,760
6	Team Leader	CMI	L3	Available	£5,000	15 - 18 months	£4,100	£4,200	£900	£800
7	Operations Manager	CMI	L5	Available	£9,000	15 - 18 months	£7,380	£7,560	£1,620	£1,440
8	Team Leader	ILM	L3	Available	£5,000	15 - 18 months	£4,100	£4,200	£900	£800
9	Operations Manager	ILM	L5	Available	£9,000	15 - 18 months	£7,380	£7,560	£1,620	£1,440
10	Business Administrator	C&G	L3	Available	£5,000	12 - 15 months	£4,100	£4,200	£900	£800
11	Paralegal	NALP	L3	Available	£11,000	12 - 15 months	£9,020	£9,240	£1,980	£1,760

* The Mindful revenue share and % for Assistant Accountant (L3) does not include provision of the two AAT L2 bookkeeping units, which would be an additional charge of £275 per apprentice.

Changes to Funding Levels and Guide Course Prices

The funding levels and guide course prices set out in the tables within Annex 1(a) and Annex 1(b) are illustrative and are based on the information available on 19 Sept 2024 for the academic year 2024/25 from ESFA and IfATE. They do not include potential funding uplifts or regional funding variations via “Local Flexibilities”. These may be subject to change and may vary depending on the sources of funding and their applicable guidance and rules.

Business/Curriculum Planning

As part of an annual business/curriculum planning process, the Partners will agree the professional programmes and apprenticeships to be made available to learners. The agreed professional programmes and apprenticeships to be made available will be set out within either a) a formal proposal document (for the first year of the partnership), or b) a partnership planning form (for the second year of the partnership onwards). These documents will state the launch dates for the professional programmes and apprenticeships, together with target recruitment figures for each cohort.

Annex 2 – Income Share and Payment Provisions

Income Share: Professional Programme Fees and Funding

It is agreed that the College and Mindful Education will share the total fees and funding received for each learner on the **Professional Programmes** on the following basis:

49 or fewer learners per academic year	Where there are 49 or fewer learners studying an Online and On Campus professional programme or apprenticeship within an academic year, the fees and funding for each professional programme will be shared on a 65:35 basis , with 65% of fees and funding payable to the College and 35% of fees and funding payable to Mindful Education
50 to 149 learners per academic year	Where there are between 50 and 149 learners studying an Online and On Campus professional programme or apprenticeship within an academic year, all fees and funding for professional programmes will be shared on a 70:30 basis , with 70% of fees and funding payable to the College and 30% of fees and funding payable to Mindful Education
150+ learners per academic year	Where there are 150 or more learners studying an Online and On Campus professional programme or apprenticeship within an academic year, all fees and funding for professional programmes will be shared on a 75:25 basis , with 75% of fees and funding payable to the College and 25% of fees and funding payable to Mindful Education

For the purpose of this Annex the following interpretations will apply:

- “Professional Programmes” are all qualifications listed on Annex 1(a) that comprise of a minimum of four units/modules of study and are typically taught over at least one academic year.
- Where learners are enrolled on to programmes comprising of fewer than four units of study per academic year, income will be shared on a 65:35 basis between the Partners, with 65% of fees and funding payable to the College and 35% of fees and funding payable to Mindful Education.

Income Share: Apprenticeships

It is agreed that the College and Mindful Education will share the total income received for each apprentice on the **Apprenticeships** on the following basis:

49 or fewer apprentices per academic year	Where there are 49 or fewer apprentices studying an Online and On Campus apprenticeship within an academic year, the fee payable to Mindful Education for each apprentice will be equal to 18% of the funding banding level for each specific apprenticeship course, as set by The Institute for Apprenticeships and Technical Education (IfATE).
50 to 149 apprentices per academic year	Where there are between 50 and 149 apprentices studying an Online and On Campus apprenticeship within an academic year, the fee payable to Mindful Education for each apprentice will be equal to 17% of the funding banding level for each specific apprenticeship course, as set by The Institute for Apprenticeships and Technical Education (IfATE).
150+ apprentices per academic year	Where there are 150 or more apprentices studying an Online and On Campus apprenticeship within an academic year, the fee payable to Mindful Education for each apprentice will be equal to 16% of the funding banding level for each specific apprenticeship course, as set by The Institute for Apprenticeships and Technical Education (IfATE).

- It is agreed that the College will pay Mindful Education the respective apprenticeship fees set out within Annex 1(b) and the table above, over the duration of the apprenticeship, up to the start of the gateway period for End Point Assessment (EPA)

Contingent Fee Basis

Should a learner on a professional programme or apprenticeship leave their respective professional programme or apprenticeships before completion, and the College no longer receives any further fees or funding for that learner, then no further fees will be payable to Mindful Education. For example, if an apprentice leaves their apprenticeship after six months of a twelve-month apprenticeship, then only 50% of the fees for that apprenticeship will be due to Mindful Education.

Withdrawn learners will not be included in the total number of learners in an academic year for the purposes of determining the income share basis for professional programmes and apprenticeships.

Refunds

Before agreeing any refunds to a learner who is more than 42 days into the start of their professional programme or apprenticeship, the College will discuss the matter with Mindful Education.

Should the College repay a learner's fees or funding for any reason beyond the 42nd day of their professional programme or apprenticeship, including but not limited to the College's failure to recruit and provide appropriate teaching staff for the programme, the College will remain liable to Mindful Education for the agreed fee.

Clawback Payments

In the event of funding of the College being withdrawn for any reason, including but not limited to clawback payments as instructed by the Education Skills Funding Agency ("ESFA") or any other equivalent government body - for example where apprenticeship programmes provided by the College did not comply with regulatory expectations, including but not limited to the Off-The-Job Training requirement – the College will remain liable to Mindful Education for the agreed fee.

Administration Fees

In consultation with the College, Mindful Education will provide a planned delivery schedule for each professional programme and apprenticeship.

After the induction for a professional programme or apprenticeship has taken place, the College may make one change to the planned delivery schedule without charge. Any further changes which require the VLE or course calendar to be amended will incur an administrative fee of £120 per occasion that a change is made by the College. This charge will not apply to changes resulting from unforeseen circumstances which are beyond the control of the College.

Value Added Tax (VAT)

All fees stated are subject to VAT. Mindful Education will treat professional programme fees and apprenticeship fees as exempt from VAT where they are determined to ultimately be drawn down from the Education and Skills Funding Agency ('ESFA'). To qualify for VAT exemption, the College must confirm any funding sources for each learner.

Payment Arrangements: Statements of Position

Within eight weeks of the commencement of the teaching of a professional programme or apprenticeship, the College will complete a 'Statement of Position' report that details the amounts received and anticipated for each learner and apprentice over the duration of the professional programme or apprenticeship.

If the College does not complete a 'Statement of Position' **within 8 weeks** of the commencement of the teaching of a professional programme or apprenticeship, Mindful Education will assume that the maximum funding levels or guide course prices (whichever is higher) set out at Annex 1 will apply in order to raise invoices to the College.

Payment Arrangements: Invoicing and Payment Terms

Mindful Education will invoice quarterly in line with the dates below:

- 15 December
- 15 March
- 15 June
- 15 September

At each of the above dates, Mindful Education will raise an invoice based upon the percentage progress against planned delivery for each learner and apprentice.

At the end of the invoicing period, a reconciliation will take place on a learner-by-learner basis to compare invoices raised over the duration of the professional programme or apprenticeship with total fees and funding received by the College.

Payments by the College shall be made **within 30 days of the date of invoice** issued by Mindful Education.

Late Payment Terms

Payment is strictly within 30 days of invoicing. Late payments will be subject to an interest charge of 3% above Bank of England base rate.

For and on behalf of Mindful Education	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:
For and on behalf of [INSERT FULL NAME]	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:

Annex 3 – Marketing Strategy for Online and On Campus Courses and Apprenticeships

This Annex sets out the marketing strategy for the professional courses and apprenticeships that will be delivered through Mindful Education's Online and On Campus format, a mixture of online study through Mindful Education's Virtual Learning Environment, and regular classes delivered by the College.

Partnership Marketing: Strategy

The Mindful Education marketing team will work directly with their counterparts at the College to support the College's marketing and promotion of the professional courses and apprenticeships detailed within Annexes 1(a) and 1(b).

Marketing will be a shared activity, with key inputs required from both Partners and with some shared costs. Mindful Education will assist with, and make significant investment in, marketing and promotion. However, the responsibility for recruiting students and apprentices rests with the College.

Implementation of the Strategy

The Partners agree to implement the following overarching undertakings:

1. Assign **lead points of contact** for marketing and admissions within each Partner;
2. Discuss and agree **marketing plans and budgets** for all professional programmes and apprenticeships jointly offered under the Agreement;
3. Ensure **consistent messaging** on the benefits of the Online and On Campus delivery model across all relevant channels, including the college website and the information, advice and guidance (IAG) delivered to potential learners through the application to enrolment process;
4. Discuss and agree timetables to implement the actions detailed in this Annex and to **ensure agreed actions are completed** in line with the agreed timetable.

The information on the following pages seeks to provide details and specific actions to implement the four overarching undertakings indicated above.

Marketing Activities

Marketing activities will be a mix of general activities (promoting the key benefits of the Online and On Campus delivery method) and specific activities (promoting a specific Online and On Campus professional course or apprenticeship, usually focused on a particular launch date).

Online and On Campus

For the purposes of marketing and promotion, the professional courses and apprenticeships will be referred to as "Online and On Campus" – the use of this clear descriptor enables potential learners to understand the offer more easily. The marketing strategy will be based on communicating the key benefits offered by the Online and On Campus approach to potential learners and employers.

Messaging for Online and On Campus Courses

Mindful Education will provide copy for the College website and for use in campaign materials such as online adverts and printed collateral. This copy will be updated regularly (e.g. annually) and the College agrees to implement any updates as requested. Messaging for Online and On Campus courses and apprenticeships emphasises the benefits of the study method and focuses on countering the threat of distance learning providers. The College's unique selling points will also be included. Key messages include:

- The flexibility of the study method
- The benefits of being part of a class that meets regularly on campus with a college tutor
- The funding available
- The high quality of the Mindful Education courses

The College Website

Ensuring accurate and up-to-date information on the College website is the single most important element of our shared marketing activity. This will enable key messages about the Online and On Campus delivery model and the benefits of blended learning to be communicated to potential learners:

	Activity	Responsible	Summary
1	Website – course pages set up*	The College	The College website will host a dedicated course page for each Online and On Campus course and apprenticeship that is delivered as part of the partnership
2	Website – landing pages set up*	The College	The College website will host dedicated landing pages for Online and On Campus courses and Online and On Campus apprenticeships
3	Website – accuracy and reliability of course information	The College / Mindful Education	The Mindful Education marketing team will provide regular updates (e.g. annually) to copy to reflect changes to course specifications and / or marketing key messages. The College agrees to implement these updates on request

**The Mindful Education marketing team will provide copy, images and videos to populate these pages and can provide assistance with website set up if required*

Marketing Activities – Zero Cost

In addition to the website set-up outlined above, there are several essential activities which require an investment of time from both Partners:

	Activity: Zero cost	Responsible	Summary
1	The College prospectuses and employer publications	The College / Mindful Education	The College will provide space for a presence in prospectuses and other relevant print – Mindful Education will provide copy and images on request
2	Events	The College / Mindful Education	Mindful Education staff will support relevant events e.g. part-time enrolment evenings or employer events at the college's request, where appropriate and possible
3	General marketing activities	The College / Mindful Education	A programme of regular activities – events, collateral, social media (SM), blogs, press releases etc – will be agreed and implemented
4	Employer-specific marketing activities	The College / Mindful Education	Mindful Education will support the College in attending local employer events if requested, meeting with key employers, deploying mailshots etc
5	College staff training and product awareness	The College / Mindful Education	Mindful Education will provide unlimited training and product awareness workshops for college admissions and business development teams. The College will ensure that relevant staff attend these

6	Mystery Shopping	Mindful Education	Mindful Education will carry out periodic 'mystery shopping' exercises to measure the effectiveness of the product awareness sessions mentioned above and the quality of IAG offered to potential applicants for Online and On Campus courses. Outcomes will be shared with the College
7	Reporting	The College	The College will provide Mindful Education with timely reports providing data on joint marketing campaigns

Marketing Activities – Paid

Whilst the costs given for paid activities are approximate, they will not be less than the amount stated and both Partners commit to assigning marketing budget within this range. The specifics will be agreed in separate written correspondence.

	Activity: Paid	Budget*	Cost met by	Summary
1	Online and On Campus Videos x2	£2,500-£3,500	Mindful Education	Mindful Education will produce a minimum of two College-branded videos to promote Online and On Campus courses and apprenticeships
2	Individual course videos	£500 per subject area	Mindful Education	Mindful Education will produce bespoke videos introducing each professional programme, to be hosted on relevant pages of the college website
3	Printed collateral – learners and employers	£500-£600 per subject area, per year	Mindful Education	Mindful Education will produce bespoke, college-branded professional programme fact sheets, fliers and a pop-up banner
4	Digital advertising campaign	£500-£1,500 per subject area, per year	See information below	Mindful Education will produce artwork and copy, with the College marketing team deploying the campaign (Facebook/Google/LinkedIn advertising)

** Budget figures for videos and printed collateral are based on the cost to the college to source these services from a third-party agency*

Digital Advertising Campaign – Responsibilities and Share of Costs

Both Partners commit to running paid digital advertising campaigns to promote course launches. The objective of the digital marketing campaigns will be to increase traffic to the College's website, specifically to the Online and On Campus landing page. Digital advertising, for example through Facebook, is highly effective for the target audience of specific individual programmes and is proven to drive website page visits, applications and ultimately enrolments. It is important that both Partners undertake the activities outlined below to have the best possible opportunity to recruit successfully. The Mindful Education marketing team will provide:

- Artwork and copy for adverts
- Guidance on advert set up (budget, duration, demographics etc)
- Direct assistance with campaign set up (on request)
- Copy and images for organic social media posts

Mindful Education will pay **up to 100%** of the advertising spend when the College fulfils the following criteria:

Campaign Checklist - Mindful Education contribution 50%	
1.	Advertising budget and duration and schedule agreed in advance with Mindful Education marketing contact
2.	Minimum campaign duration two weeks
3.	Minimum campaign budget £300 (ie minimum £150 contributed by each partner)
4.	Course pages updated using latest copy supplied by Mindful Education (to include funding information and start date)
5.	Run admissions product awareness workshop before the campaign launches
6.	College to set up paid adverts on College Facebook / Google / LinkedIn accounts as agreed, using artwork and copy supplied by Mindful Education
7.	Adverts linked to Online and On Campus landing page or relevant course page
8.	Advert launched on agreed date
9.	College to post minimum 3 organic SM posts during the campaign
10.	College to supply full campaign data at the end of the campaign to ME as specified
Additional Criteria - Mindful Education contribution 100%	
1.	Minimum campaign duration six weeks
2.	Minimum campaign budget £800 (Mindful Education will pay 100%)
3.	Online and On Campus landing page live throughout campaign, using latest copy and video supplied by ME and with links to course pages
4.	Link or tile from College website home page to Online and On Campus landing page for duration of campaign
5.	3 additional organic SM posts during campaign (6 total)

The following conditions will apply to paid advertising contributions:

- I. The College will be eligible for the 100% contribution from Mindful Education as long as a minimum of 50 learners is planned for Online and On Campus professional programmes and apprenticeships in the academic year
- II. Mindful Education reserve the right to adjust the criteria for 50% / 100% payment from year to year, in order to ensure that all marketing campaigns delivered by the College are optimised for success. Any changes to the criteria listed will be communicated in writing to the College

prior to the start of a future marketing campaign. Where no communication is provided in writing ahead of a future marketing campaign, the criteria listed above will apply

- III. Determination of Mindful Education's contribution (i.e. 0% / 50% / 100%) will be made in consultation with the College marketing team for each campaign run. The Mindful Education team will issue written reminders of the criteria before each campaign
- IV. At the end of the campaign, it is the College's responsibility to invoice Mindful Education for its share of the agreed marketing budget
- V. Mindful Education will pay 50% or 100% of the direct advertising costs if the agreed criteria are met, but will not cover any share of fees paid to third party agencies
- VI. The Mindful Education marketing team can assist with advert set up on request, without any charge to the College

Mindful Education Corporate Marketing

In addition to its work with college partners, Mindful Education also carries out its own corporate marketing, focused on sector events, public relations initiatives and thought leadership pieces. Mindful Education also works closely with awarding organisations and other sector bodies.

This work brings many indirect benefits to college partners, for example through the increased awareness of blended learning in general and the Mindful Education brand in particular. It also brings direct benefits, for example any enquiries from potential learners received through the Mindful Education website, or employer requirements generated through regular outreach work, which are then passed on to the relevant Partner.

For and on behalf of Mindful Education	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:

For and on behalf of [INSERT FULL NAME]	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:

Annex 4 - Employer Engagement Strategy for Online and On Campus Courses and Apprenticeships

This Annex sets out the employer engagement strategy for the professional courses and apprenticeships that will be delivered through Mindful Education's Online and On Campus format, a mixture of online study through Mindful Education's Virtual Learning Environment, and regular classes delivered by the College.

Partnership Employer Engagement: Strategy

The Mindful Education Employer Engagement team will work directly with their counterparts at the College to support the College's employer engagement activities and promotion of the professional courses and apprenticeships detailed within Annexes 1(a) and 1(b).

Employer engagement will be a shared activity, with key inputs required from both Partners and with some shared costs. Mindful Education will assist with, and make significant investment in, employer engagement activities. However, the responsibility for securing work from employers rests with the College.

Implementation of the Strategy

The Partners agree to implement the following overarching undertakings:

1. Assign **lead points of contact** for employer engagement within each Partner;
2. To discuss and agree **employer engagement plans and budgets** for all professional courses and apprenticeships jointly offered under the Agreement;
3. To ensure **consistent messaging** on the benefits of the Online and On Campus delivery model across all relevant channels, including the college website and the information provided to employers and potential apprentices;
4. To discuss and agree timetables to implement the actions detailed in this Annex and to **ensure all agreed actions are completed** in line with the agreed timetable.

The information on the following pages seeks to provide details and specific actions to implement the four overarching undertakings indicated above.

Employer Engagement Activities

Employer Engagement activities will be a mix of general activities (promoting the key benefits of Online and On Campus) and specific activities (promoting a specific Online and On Campus professional course or apprenticeship).

Online and On Campus

For the purposes of employer engagement activities, the professional courses and apprenticeships will be referred to as "Online and On Campus" – the use of this clear descriptor enables potential learners and employers to understand the offer more easily. The employer engagement strategy will be based on communicating the key benefits offer by the Online and On Campus approach to potential learners and employers.

Messaging for Online and On Campus Courses and Apprenticeships

Mindful Education will provide copy for the College website and for use in employer engagement materials. This copy will be updated regularly (e.g. annually) and the College agrees to implement any updates as requested. Messaging for Online and On Campus courses and apprenticeships emphasises the benefits of the study method and flexibility this offers for apprentices and employers. Key messages include:

- The flexibility of the study method, allowing learners to fit their studies around the needs of the employer
- The in-depth analytics and reporting available to employers
- The benefits of being part of a group that meets regularly on campus with a college tutor
- The high quality of the Mindful Education apprenticeships and courses

Employer Engagement Activities – Zero College Cost

There are several essential activities which require an investment of time from both Partners:

	Activity: Zero cost	Responsible	Summary
1	Employer Events and Webinars	The College / Mindful Education	Mindful Education staff will support relevant employer engagement events, e.g. employer events or webinars, where appropriate and possible
2	College staff training and product awareness	The College / Mindful Education	Mindful Education will host unlimited product awareness and technical sales support sessions regarding the Mindful Education VLEs The College will ensure that all relevant staff members attend such sessions in a timely manner
3	Employer Meetings	The College / Mindful Education	Mindful Education will run individual VLE demonstrations for employers, where possible. Mindful Education will also provide support with more formal employer pitches and presentations undertaken by the College The College will schedule joint employer meetings and undertake appropriate follow-up work in a timely manner
4	Tenders and Procurement Portals	The College / Mindful Education	Mindful Education will support the College with bid writing and procurement portal applications, providing responses to questions on delivery models, progress tracking, our experience, and awards The College will share details of any relevant tenders or procurement opportunities with Mindful Education in a timely manner, to enable Mindful Education to provide relevant support and inputs
5	Telemarketing: National Campaign	The College / Mindful Education	Mindful Education will dial a UK-wide campaign promoting professional apprenticeships to levy-paying employers. Mindful Education will introduce employers contacted by this campaign to our most appropriate partner, based on apprenticeship standards available and upcoming start dates The College will meet with employers introduced by Mindful Education and will follow up leads in an appropriate and timely manner
6	Awarding Organisations – Employer Referrals	The College / Mindful Education	Mindful Education works closely with awarding organisations and other sector bodies regarding the needs of employers. These awarding organisations will refer potential employers to Mindful Education on a needs basis This work may result in the referral of potential employers to the College. The College will meet with employers introduced by Mindful Education and will follow up these meetings in an appropriate and timely manner

For the avoidance of doubt, any employer meetings secured from the activities listed above are for the sole promotion of Online and On Campus courses and apprenticeships.

Employer Engagement Activities – Paid

The costs provided for paid activities below are approximate. The specifics will be agreed in separate written correspondence.

	Activity: Paid	Budget*	Cost met by	Summary
1	Telemarketing: First Partner Campaign	£5,000 for telemarketing services** and £250 for data purchase	Mindful Education / The College	Mindful Education will dial a College specific campaign promoting apprenticeships to employers in the College's local area. For the first Partner Campaign, Mindful Education will perform the telemarketing services at no cost to the College. The College will need to purchase data for the telemarketing team to then dial and secure meetings with employers, at a capped cost of £250 for the campaign.
2	Telemarketing: Second and Subsequent Partner Campaigns	£5,000 for telemarketing services** and £250 for data purchase	Mindful Education / The College	Mindful Education will dial a College specific campaign promoting apprenticeships to employers in the College's local area. For the second and subsequent Partner Campaigns, Mindful Education will perform the telemarketing services. The College agrees to pay a fee at the end of the telemarketing campaign on the following basis: - £100 per meeting secured with a non-levy paying employer; and - £200 per meeting secured with a levy-paying employer The College will also need to purchase data for the telemarketing team to then dial and secure meetings with employers, at a capped cost of £250 for the campaign.

*Budget figures for telemarketing have been benchmarked against the cost to the College to source these services from a third-party agency

**Telemarketing services are inclusive of all set-up, a minimum of 100 hours of telemarketing, account management, and reporting

Telemarketing: Partner Campaigns – Responsibilities and Share of Costs

The objective of the telemarketing partner campaigns will be to secure meetings with employers, which will in turn generate new apprenticeship starts for the College. It is important that both Partners undertake the activities outlined below to have the best possible opportunity to develop new business successfully.

The Mindful Education Employer Engagement Team will:

- Email the employer contacts identified with details of the Online and On Campus apprenticeships available to them
- Dial the employer contacts identified, for a minimum of 100 hours

- Make the College employer engagement teams aware of any potential meetings in a timely manner
- Present to employers regarding the benefits of Online and On Campus apprenticeships, and provide employers with further information and support as and where appropriate.

Mindful Education will provide a telemarketing campaign when the College fulfills the following criteria:

Telemarketing: Partner Campaign Checklist	
1	The apprenticeship standards to be offered in an Online and On Campus format for the next 12 months have been agreed between the Partners
2	A minimum of 5 apprenticeship standards have been agreed to be offered in an Online and On Campus format between the Partners, of which one must be the Team Leader/Supervisor Level 3 apprenticeship standard
3	The College has a minimum Grade 2 Ofsted rating for apprenticeships
4	Start dates for each apprenticeship standard for the next 12 months have been agreed between the Partners
5	Course and apprenticeship webpages are up-to-date, using copy supplied by Mindful Education and the webpages remain live throughout the duration of the telemarketing campaign
6	A product awareness session is run with the employment engagement team at the College before the telemarketing campaign begins
7	A "College Key Contact" is identified, together with "College Support Contacts", who will be the key points of contact for the campaign, undertaking any follow-up work with employers in a timely manner

The following conditions will apply to partner telemarketing campaigns:

1. The College must plan for at least 50 learners to study an Online and On Campus course or apprenticeship within the same academic year, in order to be eligible for telemarketing campaigns
2. Mindful Education reserve the right to adjust the criteria for telemarketing campaigns from year to year, in order to ensure that all telemarketing campaigns delivered are optimised for success. Any changes to the criteria listed will be communicated in writing to the College prior to the start of a future telemarketing campaign. Where no communication is provided in writing ahead of a future telemarketing campaign, the criteria listed above will apply
3. Determination of the College's eligibility for the partner telemarketing campaign will be made in consultation between both Partners for each campaign run
4. At the end of the campaign, Mindful Education will invoice the College for its share of the agreed costs

Mindful Education Corporate Employer Engagement Activities

In addition to its work with college partners, Mindful Education also carries out its own corporate employer engagement activities focused on building direct relationships with employers around the UK. This work includes exhibiting at sector events, sponsorship activities, direct marketing to employers (both online and in print), the review of tender opportunities, and telemarketing campaigns direct from Mindful Education.

This work may result in the referral of potential employers to the College. The College will meet with employers introduced by Mindful Education and will follow up leads in an appropriate and timely manner.

For and on behalf of Mindful Education	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date:

For and on behalf of [INSERT FULL NAME]	
Signature:	Signature:
Person:	Person:
Position:	Position:
Date:	Date: