

**MEMORANDUM OF UNDERSTANDING**

# UNIVERSITY SPECIALIST EMPLOYMENT PARTNERSHIPS (USEP)

## Partners: <Name of university and (optionally) name of responsible business unit>, <Name of Disability Employment Service (DES) provider>

# **Introduction**

University Specialist Employment Partnerships (USEP) is a service model that empowers a specialist consultancy service to meet the specific needs of graduating or graduated students with disability seeking employment. This service may be provided on campus and/or virtually one day per week. The service will be available to students identified as having a disability, and/or who access university support services due to the impact of their disability. Eligible students must be graduating in the current calendar year or have completed their studies up to 1 year post completion of study.

USEP has been established as a disability specialist recruitment-style support service to improve transitions and linkages for students with disability into graduate employment.

The parties agree in accordance with the terms of this Agreement to form a ‘USEP Partnership Group’ to manage the delivery and ongoing development of the service model at <name of university.>

# **Purpose**

The purpose of this MOU is to:

1. set out the composition and operating arrangements of the USEP Model;
2. define the level of service provided by the USEP Group members in relation to the USEP Model;
3. provide the guiding principles of communication and co-operation between the USEP Group members in relation to the USEP Model;
4. define the commencement of the arrangement, its initial term and the provision for reviews;
5. provide for all parties to the MOU with a single, easily referenced document which caters for all the objectives listed above.

# **Aim**

The aim of the USEP is to improve graduate employment outcomes for students with disability by establishing an on-campus specialist employment service that links existing Disability Employment Services (**DES**), who are willing to invest in the consultant, with University Career Advisors and Disability/Accessibility Advisors

# **Definitions**

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| --- | --- |
| Term | Definition |
| DES | Disability Employment Service |
| University abbrev | University name in full |
| USEP | University Specialist Employment Partnership/s |

# **Governing Body**

The USEP Group will be established to provide advice and recommendations to shape the development, delivery, and viability of the USEP Model.

# **Period of Agreement**

This Agreement will commence on the date as signed below (on final page) by all parties to the MOU and will continue through to <MOU End date> unless terminated earlier in accordance with its terms.

On or before <MOU End date>, the MOU will be subject to review by the USEP partners and open to extension or new agreement period.

This MOU does not:

1. constitute or create, and may not be deemed to constitute or create a legally binding document
2. give rise to any legal relationship between the parties; or
3. create any enforceable rights or duties between the parties.

Any party may terminate this agreement by giving three months’ notice in writing, or as negotiated, to the other party/ies. Termination or expiry of the Agreement shall be without prejudice to any rights or obligations of the parties ensuring that students are not adversely impacted.

# **USEP Group Members**

For the purpose of this MOU, USEP partners consist of:

1. <name of university>
2. <name of DES provider>

Additional members (e. g. alumni and students with disability) may be nominated by the partnership group to join the committee at a future date.

# **Meetings**

1. Committee meetings will be held as required at key points of the implementation phases of the USEP Model as agreed by the parties.
2. At completion of the implementation phases, the committee meetings will be held quarterly for the duration of this Agreement. Additional meetings may be called at the discretion of USEP partners as and when required.
3. A meeting quorum will be a minimum of one representative from each USEP partner.
4. Decisions made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice).
5. The USEP partners will actively use alternatives to face-to-face meetings to discuss and agree on items or decisions out of session (e.g. email, phone, web conference).
6. Responsibility for meeting agendas and discussion notes will be rotated among partnership members.

# **Guiding Principles**

The USEP partners will commit to high standards of integrity and ethical behaviour through transparency and consistency in the actions of its members.

The USEP partners will ensure this by:

1. endorsing and abiding by the USEP MOU
2. keeping an accurate record of meetings and decisions; the meeting notes shall be distributed to members for ratification at the subsequent meeting of the USEP partners
3. respecting confidentiality of discussions and decisions made by the USEP partners
4. a shared vision of improving opportunities for people with a disability to participate fully in the community
5. attending the arranged meetings or sending an appropriate delegate who is knowledgeable of the sector represented by the confirmed member
6. sharing knowledge about their sector and any information and communications to the USEP partners
7. ensuring all communication is provided openly and in a timely manner on any issues that may arise and that may impact on the graduated or graduating student or the collaborative business relationship, ensuring a prompt and mutually agreed solution is achieved
8. helping to identify opportunities to constantly improve the USEP model
9. providing input and guidance into USEP model processes and advising on adjustments to the service according to the current and emerging circumstances in the higher education or DES sectors
10. assisting the USEP consultant to form linkages with relevant stakeholders and advocating for and promoting the USEP model to these sectors
11. participating in USEP model evaluation, if and when required
12. notifying the USEP partners, as soon as practical, if any matters arise which may be deemed to affect the development of a collegiate partnership.
13. encouraging collaboration with Universities Nationally and other stakeholders to share good practice

It is expected that the members of the USEP Group will:

1. be provided with complete, accurate and meaningful information in a timely manner;
2. have open and honest discussions;
3. verify the overall status and ‘health’ of the partnership;

# **Confidentiality and Privacy**

1. Information exchanged between the parties under this MOU that is by its nature confidential or is designated by a party as being confidential (‘confidential information’), is to be kept confidential and may only be used by the receiving party for purposes related to this MOU.
2. Each party agrees to comply with all privacy laws, including the *Privacy Act 1988* (Cmlth) and the <insert relevant state privacy and personal information protection Act>.
3. A receiving member may not disclose confidential information to any other person other than to the receiving member’s employees and professional advisors, except:
   1. with the prior written consent of the disclosing party.
   2. where required by law, in which case the receiving member will, where possible, notify the other member/s immediately of the required disclosure; or
   3. if the Confidential Information is already in the public domain
4. On termination of this MOU, or at the request of the other party(ies), the parties will return, delete or destroy all Confidential Information belonging to the other party(ies).
5. <Name of university> records will be retained on file and remain confidential for a period of 3 years on termination or expiration of this agreement.
6. <Name of DES> are bound by obligations under the DES grant agreement regarding information capture and retention; any USEP participants that sign up to a DES need to abide by DES data-capture requirements.
7. In this agreement, intellectual property means any intellectual property, including but not limited to, trademarks, copyright, works of authorship, inventions, patents, trading names, images, data or work product.
8. Any intellectual property created by a party in the course of the service model shall remain vested in that party, but that party agrees to grant to the other parties a non-transferable, non-exclusive royalty-free licence to use that intellectual property for the purposes of delivering the service model.

# **Reporting**

Other than as set out above, there are no mandatory or official reports required of the USEP Group. However, members of the USEP Group may have internal reporting or compliance obligations (e.g. ethics or research related requirements) with each member agreeing to act accordingly.

Collection and collation of de-identified data and information about the implementation of the USEP model is critical to identifying and improving understanding of the issues and barriers experienced by students and graduates with disability when transitioning to graduate employment.

1. The USEP consultant will encourage all students and graduates seeking USEP service to complete a de-identified registration survey: <https://developingemployability.edua.au/usep-student-survey/>.
2. The USEP consultant will encourage all students and graduates concluding USEP service to complete a de-identified exit survey: <https://developingemployability.edu.au/usep-graduate-survey>

# **Other Requirements**

1. <Name of DES> will provide the USEP employment consultant with a laptop and mobile internet access.
2. <Name of DES> agrees that USEP Consultant(s) will undertake orientation and all safety and induction training as required by <name of university.>
3. <Name of DES> when performing the service model agrees to comply with all relevant <name of university> policies and practices notified to it by <name of university (abbrev.)>
4. <Name of university careers team> will provide office or suitable space, office equipment and access to university ICT systems/ platforms, security clearances as required and on-campus parking approval.
5. <Name of university careers team> will support the inclusion of the USEP consultant within the careers team and the university and be the main contact for the USEP consultant.
6. The <name of DES> USEP consultant/s are covered by existing <name of DES> insurance policies, including public liability and professional indemnity, and WorkCover (refer to the relevant state scheme). These policies will be provided on request to the other parties.

# **DES  Employee Status and Representation**

<Name of DES> is an independent contractor. <Name of DES> will not: (a) represent itself as being an employee of <name of university>; or (b) by virtue of the MOU become an employee or agent of <name of university>. The <name of DES> consultant must disclose to students at the outset that they are an employee of <name of DES> and are not acting on behalf of <name of university>.

# **Member Agreement**

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| --- | --- | --- |
| **Accepted by: NAME & TITLE** | **ORGANISATION** | **SIGNATURE** |
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|  |  |  |
|  |  |  |

**SIGNED** for and on behalf of <Name of university>)

by a duly authorised representative in the )

resence of ) …………………………………………………….

) Signature

)

) .........................................................

Name

………………………………………

Signature of witness

**SIGNED** for and on behalf of <Name of Disability

Employment Service (DES) provider> by a duly )

Authorised representative in the presence of)

) .........................................................

) Signature

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) .........................................................

Name

………………………………………

Signature of witness