### **Tech Future Joining Agreement – Memorandum of Understanding**

**Tech Future Taskforce**

**This Agreement is dated**: INSERT DATE

**Between**:

1. **The Sutton Trust**, a charity registered in England and Wales (charity number: 1146244), whose registered address is Milbank Tower, 21-24 Milbank, SW1P 4QP.
2. **[Company Name]**, a company registered in England and Wales (company number: xxx), [PLEASE INSERT REGISTRATION DETAILS AND REGISTERED ADDRESS].

### **Background**

This Memorandum of Understanding (MOU) outlines the terms under which [Company Name] agrees to fulfil its role as part of the **Tech Future Taskforce (AKA “the Taskforce”)** an initiative administered by the Sutton Trust in partnership with Social Mobility Ventures.

The **Tech Future Taskforce** is an employer-led industry initiative that aims to improve **social mobility in the tech industry** by providing actionable frameworks, fostering collaboration among industry leaders, and driving systemic change. This partnership is entered into in support of this mission (“the Purpose”).

### **1. Role and Relationship**

[Company Name] agrees to serve as part of the Tech Future Taskforce from the date of this Agreement until [END OF YEAR DATE]. Both parties will have the option to renew the agreement in future years where mutually agreed.

As a participant in the Tech Future Taskforce, [COMPANY NAME] commits to:

1. Fulfilling at least **three of the Tech Future Taskforce’s pledges** on social mobility. (See Appendix 1).
2. Engaging with the Taskforce’s **Employer Activity Framework**. (See Appendix 2).
3. Identifying and committing appropriate representatives from within its organisation to **participate in the Taskforce’s activities**, such as working groups, events, and meetings.
4. Making a **financial donation** to The Sutton Trust to support the running costs of the Taskforce. (See Appendix 3).
5. Acting as an ambassador for the Taskforce by **promoting its aims** internally and externally, aligned with Google’s communications practices.
6. Participating in the **Tech Future Taskforce impact survey** as outlined in Section 3.
7. **Providing a named contact** for the management of the relationship and the organisation’s participation in its activities.

### **2. Actions of the Sutton Trust and SMV (together the “project team”)**

To achieve its mission of improving social mobility in the tech industry, the **Tech Future Taskforce** project team commits to:

1. Working towards the goal of **improving social mobility in tech**.
2. Organizing and running **employer working groups** focused on social mobility to explore challenges and share best practices.
3. Promoting the use of the **Employer Activity Framework** among participating organisations to guide and standardize social mobility efforts.
4. Creating opportunities for employers to **collaborate and learn from each other**, fostering a community of shared knowledge and practices.
5. Raising the profile of **social mobility** within the tech sector through targeted communications, events, and public-facing campaigns.
6. Undertaking administrative responsibility for the running of the Taskforce.
7. Managing the steering group and strategic direction of the taskforce.
8. Developing and delivering materials in support of the Taskforce aims.
9. Managing the overall governance of the Taskforce.

### **3. Participation in the Impact Survey**

To assess progress and gather insights on social mobility activity and outcomes, [Company Name] will be asked to participate in an **annual impact survey** conducted by the Tech Future Taskforce.

* The survey will seek both **qualitative and quantitative information** about Google’s social mobility activities and the outcomes of those activities.
* [Company Name] agrees to participate in the survey **as much as possible** and to provide information in line with their **internal data-sharing policies**.
* While the Tech Future Taskforce acknowledges that [Company Name] may not be able to share certain types of data due to internal constraints, [Company Name] commits to completing as much of the survey as feasible, aligned with their **company position and policies**.

### **4. Financial Donation**

[Company Name] agrees to fund the Tech Future Taskforce through a charitable donation of [£XXX Amount as per donation recommendations], to be paid via the Sutton Trust by [Date].

#### **4.1 Deed of Gift**

To ensure the financial donation meets the criteria of charitable giving, the donation will be formalized through a **Deed of Gift**, which is a legally binding document that sets out the terms of the charitable contribution.

* The **Deed of Gift** will be attached to this MOU for the Company’s review.
* The **Deed of Gift** must be signed and agreed upon by both parties ahead of the donation due date of [Date]
* The document will outline the specific terms and conditions of the donation and ensure compliance with relevant charity laws and guidelines.

### **5. Use of [Company]’s Name and Logo**

[Company Name] grants the Sutton Trust permission to:

1. Publicly name [Company] as part of the Tech Future Taskforce in communications, promotional materials, and other relevant documents.
2. Use [Company]’s logo on Tech Future Taskforce materials, such as on the Sutton Trust website, event materials, and reports, where appropriate.

The use of [Company]’s name and logo must:

* Comply with [Company]’s brand guidelines, which will be provided to the Tech Future Taskforce.
* Be reviewed and approved by [Company] prior to publication, where reasonably requested.

### **6. Intellectual Property (IP)**

1. **Ownership of Existing IP**:
Each party retains ownership of all intellectual property they bring to the partnership, including trademarks, logos, copyrighted materials, and proprietary methodologies or tools (“Existing IP”).
2. **Use of IP**:
a. The Sutton Trust is granted a non-exclusive, royalty-free license to use [Company Name]’s logo and name solely for the purposes outlined in this MOU, such as on the website linked to the Taskforce, promotional materials, and reports, in compliance with [Company]’s brand guidelines.
b. [Company] is granted a non-exclusive, royalty-free license to reference the Tech Future Taskforce and its materials in internal and external communications to demonstrate its participation in and commitment to the Taskforce's mission.
3. **Ownership of Jointly Created IP**:
Any materials, reports, or outputs created jointly by the Sutton Trust and [Company] as part of this partnership (“Joint IP”) will be owned by the Sutton Trust. [Company] will retain the right to use Joint IP internally and externally for non-commercial purposes, subject to the Sutton Trust’s approval for public use.
4. **Protection of Proprietary Information**:
Both parties agree to respect and protect each other’s proprietary and confidential information shared in relation to this partnership, as outlined in Section 8 (Confidentiality).
5. **Approval for Publication**:
Any use of [Company]’s name, logo, or other IP by the Sutton Trust in public-facing materials will be subject to [Company’s] prior review and written approval, which will not be unreasonably withheld.

### **7. Duration**

This MOU will remain in effect from the date of signing until **[DATE]**, unless terminated earlier by mutual agreement as outlined in Section 8.

### **8. Termination**

Either party may terminate this MOU with a **90-day written notice**. Upon termination, the parties will address any unresolved matters in good faith.

### **9. Confidentiality**

The parties agree to maintain confidentiality concerning any proprietary or sensitive information exchanged in relation to this partnership.

1. **Definition of Confidential Information**:
"Confidential Information" means all non-public, proprietary, and confidential information disclosed by either party to the other party in relation to the **Tech Future Taskforce** initiative. This includes, but is not limited to financial data, personal data, and any other information that is reasonably understood to be confidential or proprietary.
2. **Obligations of the Parties**:
Each party agrees:
a. To keep all Confidential Information strictly confidential and not to disclose it to any third party, except as permitted under this section, or use it for anything other than the Purpose.
b. To take reasonable precautions to protect the confidentiality of the Confidential Information and to prevent unauthorized access or disclosure.
c. To disclose Confidential Information only to its employees, agents, or professional advisers who need access to it for the Purpose, and who are bound by confidentiality obligations.
3. **Permitted Disclosures**:
The Parties may disclose Confidential Information:
a. To employees, agents, or contractors who need to know for the Purpose, provided they are bound by confidentiality obligations equivalent to those in this MOU.
b. To legal or regulatory authorities if required by law, court order, or regulation, provided the disclosing party is notified promptly to allow it the opportunity to seek protective measures.
4. **Exceptions**:
The obligations of confidentiality do not apply to Confidential Information that:
a. Is or becomes publicly available through no breach of this MOU.
b. Was rightfully in the possession of a Party without restriction before disclosure by the other party.
c. Is independently developed by the Party without reference to or reliance upon the Confidential Information.
5. **Duration of Confidentiality**:
The confidentiality obligations shall remain in effect during the term of this MOU and for **two years** following the termination or expiration of this MOU, unless otherwise agreed in writing.
6. **No License or Ownership**:
Nothing in this MOU grants the Recipient any rights, title, or interest in the Confidential Information of the disclosing party, except the limited right to use it solely for the Purpose of this MOU.

### **10. Named Contacts**

The following individuals are designated as main contacts for the implementation and management of this Memorandum of Understanding:

**For the Sutton Trust (the Charity):**
Name: Lexie Papaspyrou
Title: Tech Future Taskforce Project Manager
Email: lexie.papaspyrou@suttontrust.com

**For [Company Name] (the Company):**
Name: [Insert Name]
Title: [Insert Title]
Email: [Insert Email Address]

Either party may update their named contact by providing written notice to the other party.

### **11. General Provisions**

1. This MOU is not legally binding and is intended to establish a framework for collaboration.
2. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.
3. Any disputes arising from this MOU will be resolved amicably through mutual discussion.

### **12. Signatures**

**For the Sutton Trust (the Charity):**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For [Company Name] (the Company):**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1: Employer pledges – linked on our website. Latest versions will be provided when you commence your joining process.**

**Appendix 2: Employer activity framework – linked on our website. Latest versions will be provided when you commence your joining process.**

**Appendix 3: Deed of Gift – will be provided when you commence your joining process.**