

# Bloxham School and Old Bloxhamist Society Memorandum of Understanding

This Memorandum of Understanding ("**MoU**") will guide the working relationship between Bloxham School ("**School**") and The Old Bloxhamist Society ("**Society**"), each a Party and together the Parties. The underlying principles of this MoU were agreed between the Headmaster and Old Bloxhamist Society Chairman in January 2018 and will operate for a period of five years from 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2024. The period to 31<sup>st</sup> March 2019 during which these arrangements have been discussed and formulated shall be deemed to have been operated within the terms of this MoU.

### Background

1. The Old Bloxhamist Society was set up to:

- a) Provide a link between the School and former pupils
- b) Provide a social network for former pupils and organise events
- c) Provide a forum for the sporting activities of former pupils against the School and other parties
- d) To promote the ethos, history and values of Bloxham
- e) Provide financial support to the School

2. Both the Society and the School recognise that the historic volunteer run model cannot deliver the programme of activities required of a modern-day alumni association and thus the Society and School have jointly decided to transfer the operational delivery of fixtures, events, functions and certain administrative activities from the Society to the School's Alumni Office.

3. The Bloxham family is wider than just those who are paid up members of the Society. The Society and School wish to reflect this and state that everyone who has attended or taught at Bloxham is a Bloxhamist and should be considered a member of the Society. The wider Bloxham family will include the friends of Bloxham and past and present parents of pupils.

#### It is agreed as follows :

4. In consultation with the Society, the School undertakes to run events and functions that cater to all generations of Old Bloxhamists, maintaining a balance of events and functions that take part at and away from the School. The School also undertakes to maintain a good balance of sporting and non-sporting events and functions. The Society undertakes to actively support the School in organising such events and functions including the sporting programme which includes rugby, hockey, netball, cricket and golf all of which will fall under this clause.

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5. The School agrees to underwrite the operating costs of the Society and in order to enable the School to fund the operational delivery of the alumni relations programme, the Society agrees that the Subscriptions shall be retained by the School for the pupils leaving the School effective from the summer of 2016 onwards. During the term of this MoU, the School agrees to set the subscription level in conjunction with the Society. It is at the School's discretion to secure additional or future funding either through subscription, adjustment to/incorporation into the School's fees or absorption into the School's cost structure. The Society will make no further financial contributions to the costs of running events or functions effective from 31<sup>st</sup> December 2016.

6. The Society will maintain its financial independence and will continue to function as an entity independent of the School. The Society will support the School and seek to contribute financially to its activities as appropriate given the nature and scale of the contribution and the Society's income. As regards the Tree Fund, which was set up by Old Bloxhamist Arthur Disney in 1971 by collection, with the vigorous support of the then headmaster's wife Betty Seymour, in order to care for and improve the trees on all the school's grounds, whilst separate from the Society, will remain under its control/guidance and will be administered from the Bursar's office.

7. The School will make available its meeting facilities free of charge to the Society for any meetings it might need to hold, if these do not interfere with the running of the School's activities. The Society's Committee and the School will aim to meet two times per academic year which may include :

- a) An annual joint planning meeting in the spring to finalise the subsequent academic year's Old Bloxhamist programme. Whilst the School is the ultimate decision maker, this allows for input from all stakeholders
- b) An annual dinner or luncheon hosted by the Headmaster to allow an exchange of views/plans and for him to update the Society's Committee on the latest developments at the School

8. The School will stock and sell OB regalia via the Alumni Office. The School will account to the Society for the proceeds from the historic stock that has been transferred to it by the Society. The School will take over the responsibility for resourcing, stocking and selling Old Bloxhamist regalia and agrees to add a modest mark-up of the order for 15% to 20% from cost to cover holding and administration costs. The School and the Society will collaborate on what Old Bloxhamist regalia should be stocked.

9. The management of the alumni database, which was originally owned, developed and maintained by the Society, was transferred to the School in September 2015 for shared usage. Old Bloxhamists' personal information including contact details and education continues to be jointly owned by the Society and the School. Full ownership of the database will revert to the Society and not a liquidator in the unlikely event of a demise of the School.

10. The School and Society agree to continue to jointly maintain a comprehensive archive related to the School's history and its activities over time. Should the School cease to operate, the archive will be transferred to the Society in full and not to a liquidator.

## 11. Data Protection

Following the introduction of the General Data Protection Regulations in May 2018, The Parties confirm to each other that they are and will remain in compliance with the requirements of the Data Protection Act 2018. Each Party will be responsible for maintaining their own data protection policy, privacy statements and registrations with the Information Commissioner's Office.

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The parties confirm the following to govern the access and use of the database :

- a. The School and Society jointly own aspects of the database specifically, Old Bloxhamists' contact and education details
- b. The School controls all other data contained within the database which might, for example, relate to Old Bloxhamists' confidential giving history or finances
- c. The only people who can view Old Bloxhamists' data are the School Development Office, alumni relations personnel, the Old Bloxhamist Society committee members
- d. All individuals handling data shall have a good working understanding of data protection regulations and commit to upholding the responsibilities it places upon them
- e. To ensure security of data, the database is only accessible via Bloxham School owned and maintained devices
- f. Data updates, entries and deletions may only be made by the School Development Office
- g. The only excerpts to be permitted from the database will be produced by Development Office staff and will only comprise name, education details (house and years) and contact details (address, occupation, e:mail and telephone number(s)). Such excerpts will only be provided to Committee members of the Society on request for the purposes of communicating with Society members on Society business. Such excerpts will be provided in password protected files and will be held securely by the relevant Committee member and will be deleted in accordance with the Society's data protection policy. No other copies of the database or excerpts of data held within it will be created
- h. Confidential records contained within the archives remain the property of the School and are only accessed by the Resident Secretary and Development Office

12. During the final year of the operation of this MoU, the Parties agree to work together in order to agree the arrangements that will exist after this agreement terminates. Should no agreement be reached as to a future MoU, then for the one-year period following the expiry of this MoU (or its successor if extended) the same arrangements shall operate. This period will allow the Parties to prepare to revert to a model where they operate as two separate organisations and they can agree how the subscriptions should be apportioned between the Society and the School and what charges for the costs and services consumed by the Society are levied.

13. This MoU may only be amended during its term with the written agreement of both Parties.

#### 14. Definitions

- a) Alumni Office the function within the Development Office with responsibility for Old Bloxhamist events and communications
- b) Alumni Officer the member of staff within the Development Office with responsibility for Old Bloxhamist events and communications. Reports to the Development Director
- c) Development Director oversees the work of the Development Office and Alumni Officer. Reports to Headmaster
- d) Development Office the Bloxham School department responsible for all alumni relations and development (including fundraising) activities
- e) Old Bloxhamist any former pupil of the School as well as former members of staff and honorary members of the Society
- f) Resident Secretary is a Bloxham School member of staff appointed by the Headmaster to act as a liaison for the Society. Reports to the Headmaster. The focus of this role and its retention in the future is at the School's discretion

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g) Subscriptions – means the amounts paid in behalf of pupils of the School for their membership of the Old Bloxhamist Society

Signed on behalf of Bloxham School by :	Headmaster
Date :	
Signed on behalf of the Old Bloxhamist Society by :	 Chairman

Date :

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