



ST PAUL'S SCHOOL and the OLD PAULINE CLUB

MEMORANDUM OF UNDERSTANDING BETWEEN ST PAUL'S SCHOOL AND COLET COURT AND THE OLD PAULINE CLUB OVER THE CREATION OF A DEVELOPMENT AND ALUMNI OFFICE AT THE SCHOOL IN 2014

1. The School and the Old Pauline Club ("OPC") recognise the benefits of working together and streamlining resources in a spirit of mutual support and cooperation in order to improve their combined effectiveness and efficiency in achieving their respective goals, and especially the goal of increasing greatly the fund raising capacity for Open Access. These are defined in headline terms as OPC primarily raising friends, which will indirectly play a significant role in assisting the School's Development Office ("DO") to achieve its primary purpose of raising funds. The objects of OPC are 'to keep up the association of Paulines, to provide amenities and facilities for them and generally to further the interests of St Paul's School and its past and present members in the United Kingdom and abroad'. The School and the OPC recognise the benefits of the OPC retaining the autonomy to run its affairs and to promote opportunities for OPs to meet, for social networking and for friend-raising, which activities provide an opportunity for the DO to follow up on contacts with Old Paulines for the benefit of the School. Both are committed to maintaining and improving the education provided by the School, and to opening up that education to more boys of modest means. This Memorandum is drawn up in the spirit of that cooperation and intent.
2. The School has appointed a new Development Director ("DD") with the objective of creating in the future an enduring culture and structure of fund-raising within the entire Pauline community, focused primarily on promoting Open Access to Colet Court and St Paul's. This will perforce entail the restructuring of the School's Development Office in order to provide the specialist skills and roles essential to achieving its objectives. As the Old Paulines are a significant group within the Pauline community, it is acknowledged that the restructuring will result in some duplication of roles between the Development Office and the existing OPC office.

In order to avoid any such duplication of effort or any divergence of approach, the existing OPC office will be merged into the DO. In recognising the OPC's autonomy, the School acknowledges that OPC needs a reliable and efficient administrative function to ensure that it achieves its objects. Since all members of the DO team will report to the DD, this Memorandum of Understanding sets out the core tasks and services that the DO will provide to the OPC and it is agreed that adequate time will be allocated within the team to deliver those services.

In order to ensure the proper and efficient running of the OPC, one of the roles within the new DO will include and subsume the core tasks necessary for that purpose, although it is anticipated that other members of the DO will also be involved in providing support for the OPC. The member of staff performing this core role will be a member of the DO team and will report to the DD but s/he will be accountable (as now) to the Honorary Secretary of the OPC for the performance of the core tasks. Such tasks will include OPC finances; attending and servicing OPC committees and meetings of its members; OPC officers' business, including the election of officers; the administration of OPC communications to members about OPC matters; OPC merchandise; and other general administration tasks (all of which can be specified and kept under review).

Joint decisions will be made from time to time on whether additional resource is necessary to carry out these core tasks. A representative of the OPC will be involved in the appointment of the member of staff carrying out the core OPC tasks. Any reduction in the resources and ability of the Development Office to service these core tasks would only be made after discussion and agreement with OPC. In all other respects the staffing of the DO will be at the discretion of the School.

3. The job descriptions of the relevant members of DO staff, and especially the role absorbing the OPC tasks described in paragraph 2 above, will include a requirement to consult, cooperate and act in accordance with the spirit of this Memorandum.

4. The costs of running the DO and of employing all the staff working there, and all other matters associated with their employment, will be for the account of the School.
5. It is recognised that the OPC is an independent unincorporated association with its own set of Rules. The OPC has created and owns a brand (which will continue to be part of OPC's intangible assets) which includes its important brand experience and image which has shaped the trust and expectation of members of the OPC, as well as its logo, designs, typeface, etc. which are currently used for:
 - (i) printed or electronic and telephone communications with Old Paulines;
 - (ii) events aimed at Old Paulines; and
 - (iii) merchandise distributed or sold to Old Paulines.

Whilst it is recognised that the DD will have overall responsibility (subject to the next paragraph) for communications emanating from the DO, including to Old Paulines, it is also understood that OPC will contribute to, and have editorial input into, communications addressed to Old Paulines.

OPC will continue, with appropriate assistance from the DO's resources, to produce its own publications (currently two editions annually of *OP News*, published each spring and included within the Pauline each autumn), regular *eNews* bulletins (sent electronically) and the OPC website, and the same spirit and consultation process will apply to these OPC publications and to any changes to the arrangements thereto.

6. The DO will have a wide ranging role amongst the whole Pauline community, including fund raising activities and arranging events. While it is recognised that the DD will have overall responsibility for events, including those aimed at Old Paulines, the OPC is expected and encouraged to have input into both the nature and organisation of events which are primarily aimed at Old Paulines (which events such as the Annual Dinner, business events and social events will all continue), so that where the DO and OPC have a joint or mutual interest in an event or project, the plans, communications and other relevant components shall be discussed by the DD or his staff and the lead officer(s) of OPC (President, Hon Secretary or Hon Treasurer) with the objective of achieving a harmonious agreement.

The OPC arm of the DO will provide the interface with Old Paulines primarily with the purpose of raising friends for the School through the programme of events for OPs, which will be marketed under the OPC brand, and the DD will ensure that adequate resources are available to ensure that such events are promoted and run successfully. This will also include areas where OPs are able to help existing Paulines, eg. through the mentoring programme, which includes the developing programme of Profession Dinners.

7. The DO will develop further the existing database of Old Paulines and honorary Old Paulines for its own and OPC's uses, and designated officers of the OPC will continue to have regular access to those parts of the database that are relevant to the performance of its functions and in accordance with the relevant Data Protection policy. The officers of the OPC will be consulted, and have input, into changes that are made to the database as they pertain to Old Paulines, within the terms and spirit of the agreement between the Club and the School of July 2007.
8. In addition to the items of general administration mentioned in paragraph 2 above, OPC has a requirement for professional advice from time to time, with regard, inter alia, to its day to day running, its arrangements with TDSSC Ltd [Colets] at Thames Ditton and the development and subsequent management of its site and properties at Thames Ditton. The DO will support the OPC in these requirements where appropriate, and the OPC will have access to funds for such professional advice and support through the usual budgetary processes.
9. OPC affiliated Clubs and Branches as well as Colets will continue to function largely as at present, whilst giving proper consideration to any approaches from the DO aimed at furthering the interests of the School.
10. In addition to the provisions under paragraph 2 above, the OPC will submit an annual budget to the School according to the School's established budgeting processes and procedures. The OPC budget proposals will cover core expenditure (such as subsidies for social events, costs of communications and publications that are not covered by the School, website administration, external professional costs, general expenses) together with specific project-based expenditure which will be non-recurrent, a contingency sum and will

also allow for the maintenance of the Club's reserves at a prudent level. The School will take responsibility for the gross costs of employment and training of staff currently employed by OPC and the non-staff element of OPC publishing costs. The day-to-day management of this budget is a matter for the OPC, although it will be subject to reasonable controls and protocols; it will be audited, and accounts approved; OPC will be accountable to the Finance Sub Committee of the School for the prudent management and expenditure of the budget. All annual surpluses generated through this OPC budget and account, apart from any agreed contribution to reserves, will be transferred into the OPC Charitable Fund (see paragraph 12 below) each year.

11. Any moneys that may ultimately be received by OPC from Colets or its development projects at Thames Ditton will remain at the disposal of OPC (and will be outside the budgeting process referred to above), but will necessarily be used only for the objects for which OPC was set up, which include supporting the School.
12. The School will establish an OPC Charitable Fund within its Restricted Funds, which will be managed, invested and expended according to an agreed set of objectives, and accounted for separately each year. Any annual surpluses from the OPC budget (after allowing for any contributions to the Club's reserves as referred to in paragraph 10 above) will be transferred to this Fund. This Fund will also be available to receive any gifts or donations that Old Paulines may prefer to make into such a named OPC Charitable Fund. The promotion and funding of such Fund has to be discussed (bearing in mind the fund raising/friend raising distinction in roles between the DO and the OPC), but it would be designed to be attractive to Old Paulines as an on-going charitable cause. Whilst the trustees of such fund will necessarily continue to be Governors of the School, OPC will be entitled to be consulted on, and kept informed of, the receipt, income and application of all funds within the said OPC charitable fund. The administration and operation, the investment of the funds and any disbursements to be made out of the assets or income of such fund will be managed within the overall management of the SPS Restricted Funds, in all cases in consultation between its Trustees and the Executive of the School.
13. The working of the arrangements contemplated by this MOU will be reviewed by the School, the DD and OPC after 6 and 12 months from the date hereof and annually thereafter. If, at any time, a dispute arises between the officers of the OPC and the DO over any aspect of this MOU, then the matter shall be raised with President of the OPC and the High Master working together, who will resolve it reasonably within the spirit of this Memorandum of Understanding.

March 2014

J H M East
President of OPC

Professor M D Bailey
High Master, St Paul's School