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PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to specify the parameters and conditions and commitments under which the BC Consortium for Skills Development will be established and operate. This Memorandum represents a formal commitment between the institutional members comprising the BC Consortium.

MEMBER COMMITMENT

By signing this MOU member institutions will be *committing in principle* to a three-year start-up period for the BC Consortium starting June 15, 2013. Members also agree to:

- Abide by the collaborative operating principles for the BC Consortium as shown in Appendix 1.
- Accept the roles and responsibilities of the various bodies comprising the BC Consortium as outlined in Appendix 2.

BC CONSORTIUM EVALUATION & REVIEW PROCESS

The ongoing success of the BC Consortium will be evaluated in several ways and at several points including:

- A formative evaluation process will be established at the outset and serve as a mechanism for ongoing improvements to operations
- There will be an annual report to the membership outlining achievements and progress
- Based on the findings of a summative review at the end of the second year member institutions may have an opportunity to opt out of the BC Consortium

- At the end of the three-year start up period a comprehensive evaluation will be conducted and will result in either a decision to dissolve the BC Consortium or a subsequent commitment to continuation.

Scope of Consortium

The primary focus of the BC Consortium is to secure and deliver labour market and skill development contract training. Training may include credit based programming delivered as part of and funded by contracts but will not include any activities funded through core institutional operating grants provided by the Province.

The BC Consortium will engage in additional activities designed to generate revenue and/or accrue other value to member institutions such as:

- Curriculum Development & Sharing
- Program Design
- Evaluation Services
- Research & Innovation
- Course or Curriculum Sales
- General Consulting Services

These activities will all be subsumed under contracts related to skill training. The BC Consortium will not undertake activities delivered under existing post-secondary bodies (e.g. Trades Association).

Membership

Membership in the BC Consortium for Skills Development is open to all BC public post-secondary institutions. Full research universities and specialized institutions (e.g. Emily Carr) are not expected to participate.

Institutions that do not choose to participate at the outset may join the BC Consortium at a later date subject to a one-time investment fee to offset the risk and investment made by the founding member institutions and in recognition of the growth, value and assets of the BC Consortium at the time of their joining.

Fees

Membership fees will be based on a common commitment (base fee of $12,000) plus a contribution based on the size of the member institutions operating grant relative to the total of all members operating grants. The initial fee schedule is specified in

Appendix 3. This fee schedule will be revised should the number of participating institutions change.

Governance

A Presidents' Steering Committee will be appointed by the membership and act as the executive decision making body for the BC Consortium. The Steering Committee will be comprised of five presidents drawn from the member institutions and will endeavor to reflect the varied nature of all member institutions (geography, mandate, size).

The five members of the Steering Committee shall annually select a Chair of the committee.

Steering Committee members will serve for two years from the establishment of the BC Consortium. At the end of the second year of BC Consortium operation, three members will be replaced. Every year thereafter, two members will be replaced.

The Presidents' Steering Committee shall undertake to recruit a Chief Executive Officer (CEO) who will report to the Steering Committee.

The CEO will work closely with the Steering Committee in the development of strategic and business development planning as documented by an annual business plan. The CEO will have responsibility for day-to-day operations and decisions regarding program delivery and the addition of other specialized consulting staff as needed.

Under the direction of the Steering Committee, the CEO will report annually on the activities of the BC Consortium to the full membership.

Member Institution Obligations

Member institutions will identify a single Institutional Representative (IR) to fulfill the *Institutional Representative Responsibilities* outlined in Table 7 (page 32) of the BC Consortium 2013-2016 Business Case.

IRs will be expected to consult within their institution but must have decision-making authority on behalf of the institution.

IRs will be expected to be well versed in the capacity and strengths of their institution and to identify business leads for the BC Consortium.   They will also be expected to identify and coordinate the sharing of business networks, partnerships and institutional resources to advance the BC Consortium's business activities.

Member institutions will respond in a timely fashion to requests for data and for information and input required for proposals to funding agents. Where appropriate, member institutions may be asked to lead a specific project where their expertise and capacity is required for the success of a project.

Member institutions, through their IRs, are expected to be in regular communication with the CEO with respect to projects or business development opportunities.

Data Collection

Member institutions will provide data to the CEO in a timely and responsive fashion. These data will be used for quality management, evaluation of program delivery and, most importantly, to assess the ongoing performance of the BC Consortium.

Consortium Dissolution

Should the BC Consortium fail to succeed against the established performance metrics, it shall be dissolved at the end of the three-year start up period or earlier at the discretion of the full membership.

At the time of dissolution, the accumulated assets of the BC Consortium shall be divided among the member institutions in a manner that reflects each member institution's investment in the form of membership fees.

As staff resources to the BC Consortium will all be based on service contracts, these contracts will contain clauses that anticipate the possibility of dissolution and render member institutions free from any ongoing obligation to these consultants.

Signed: ______________________________ **Date:** ____________________

(President of Institution)

APPENDIX 1

COLLABORATIVE OPERATING PRINCIPLES

- Autonomy & Collaboration – We recognize and respect the autonomy of member institutions. At the same time, we understand that the collective strength and success of the BC Consortium are predicated on the relationships between and the interdependence of our membership. Thus, the BC Consortium will prosper to the extent that we can forge, enact and commit to collaborative processes, enabling us to draw upon and amplify the capacity and expertise of the participating institutions.

- Transparency – The BC Consortium work is predicated on a belief that transparency of decision-making, including timely communication and members' access to these processes, will foster understanding of and support for actions taken by the BC Consortium's leadership team. Transparency in these processes will strengthen the trust and cohesion required for our continued success.

- Quality – The BC Consortium's success will depend in no small part on the quality of the work performed. Accordingly BC Consortium members will manage their service delivery to the standards set at the project outset.

- Build on Assets – A key attribute of the BC Consortium is the diversity of strengths possessed by its respective members. This creates tremendous potential to extend these strengths in ways that benefit other member institutions. This principle also acknowledges the historic investment that respective institutions have made to particular forms of activity, and that such contributions will be fairly compensated through the project activities undertaken.

- Commitment to Active Participation – The BC Consortium will succeed to the extent that there is active participation by all of its members. We appreciate that each of our members will have varying ability to contribute to specific ventures undertaken. At the same time, subject to the specific requirements of a particular initiative and existing capacity within the institution, each member commits to fully engaging in and supporting the activities undertaken by the BC Consortium in a timely and responsive fashion.

- Scope of Activity – BC Consortium ventures are intended to enhance the overall financial return for its members. Therefore, it is expected that BC Consortium activity will focus on larger scale opportunities that require the involvement of multiple members. This would include projects that are either broad in geographic scope, or of a complex nature requiring the expertise or capacity of multiple institutions. Similarly, it is anticipated that smaller local or regional projects would continue to be the purview individual institutions.

- Non-Compete – To buttress the integrity of the BC Consortium, members agree to not compete on specific initiatives undertaken by the BC Consortium. The Presidents" Steering Committee will establish a process to resolve possible disputes that arise.

- Respect for Intellectual Property – It is recognized that many BC Consortium members have invested in particular intellectual property, including curriculum and other learning resources. Member institutions will be fairly compensated when such material is utilized for BC Consortium ventures. This compensation may take the form of licensing fees or other devices that meet the respective needs and interests of the parties involved. Similarly, it is accepted that intellectual property developed for, or as a product of, projects undertaken by the BC Consortium is the communal property of the BC Consortium and its members. The Presidents" Steering Committee will develop policy for how these properties will be managed, including provisions related to new members that join the BC Consortium.

- Accountability – Accountability will be woven through all levels of BC Consortium's activity. The CEO and associated consultants will be accountable for their performance to the Presidents" Steering Committee, which in turn will report to the full membership. At the same time, each institution will be accountable to its fellow members to support and further the aims and objectives of the BC Consortium.

- Emphasis on Outcomes – Ultimately, this enterprise is expected to increase the capacity and resources of the member institutions. It is understood that member institutions will evaluate the benefits and continuation of their participation on this basis.

Appendix 2: Roles & Relationships

PRESIDENTS/STEERING COMMITTEE:	EXECUTIVE OFFICE (CEO) / INSTITUTIONAL MEMBERS' ADVISORY GROUP	INSTITUTIONAL REPRESENTATIVES (IRs):
• ***Oversee management and performance of the BC Consortium***, including business priorities, contract delivery, and financial performance. • ***Ensure adequate budget, staffing, technology, and departmental support*** (e.g. accounting, legal) to enable IRs to perform to BC Consortium expectations • ***Ensure provision of appropriate internal capacity-building*** systems and professional development opportunities • ***Champion the work of the BC Consortium*** within and across institutions	• ***Spearhead business development*** - brainstorm opportunities and strategies - track trends and market developments - conduct labour market research - monitor search engines - develop online repository (i.e. intra-site) of business development tools and marketing materials - undertake special task groups • ***Coordinate overall communications*** - monthly teleconferences - semi-annual meetings - facilitate conflict resolution (e.g. performance accountability, revenue-sharing, disputes over intellectual property, etc.) • ***Oversee overall project delivery*** - clear expectations for quality control, performance accountability, IT, reporting - online repository (i.e. intra-site) of quality control standards, implementation guidelines, capacity building tools, best practices - evaluative outcomes data - program delivery coordination - systems to build institutional capacity • ***Trouble-shoot and problem-solve*** as necessary to ensure BC Consortium policies and/or protocols for quality/capacity are successful • ***Perform contractual due diligence*** re: financial management and reporting and report to Presidents accordingly	• ***Generate business leads*** - ideas for collaborative, non-competitive new business - ideas for expanded partnerships on existing contracts - necessary legwork and due diligence on opportunities • ***Fulfill BC Consortium partnership expectations*** - prompt and full response to requests for information - active participation in teleconferences and meetings - willingness to share curriculum, tools, contacts, and expertise as necessary • ***Fulfill contractual performance accountabilities*** - effectively lead or support specific contracts - meet or exceed quality standards for project delivery - comply with all IT, accounting, and reporting requirements

Appendix 3

Membership Fees

	2012-13 Operating Grant	Institutional Grant as percent of total	Base Membership Fee	Membership Fee based on Operating Grant	Total Membership Fee
Camosun College	$51,786,987	9.85	$12,000	$27,791	$39,791
Capilano University	$37,788,796	7.19	$12,000	$20,279	$32,279
College of the Rockies	$17,729,512	3.37	$12,000	$9,514	$21,514
College of New Caledonia	$29,439,775	5.60	$12,000	$15,799	$27,799
Douglas College	$58,366,834	11.11	$12,000	$31,322	$43,322
Langara College	$43,973,177	8.37	$12,000	$23,598	$35,598
North Island College	$21,902,239	4.17	$12,000	$11,754	$23,754
Northern Lights College	$17,472,915	3.33	$12,000	$9,377	$21,377
Northwest College	$17,769,707	3.38	$12,000	$9,536	$21,536
Okanagan College	$44,520,196	8.47	$12,000	$23,891	$35,891
Selkirk College	$25,356,647	4.83	$12,000	$13,607	$25,607
University of the Fraser Valley	$53,952,084	10.27	$12,000	$28,953	$40,953
Vancouver Community College	$54,702,103	10.41	$12,000	$29,355	$41,355
Vancouver Island University	$50,729,258	9.65	$12,000	$27,223	$39,223
TOTAL	**$525,490,230**	**100**	**$168,000**	**$282,000**	**$450,000**

Note: Operating Grants taken from Ministry Budget Letters