

MEMORANDUM OF UNDERSTANDING

Between Chartered Institute of Personnel and Development (CIPD) AND UK Civil Service

The Chartered Institute of Personnel and Development (CIPD), having its principal office at 151 The Broadway, London SW19 1JQ represented by Peter Cheese, CEO and the UK Civil Service having its principal office at 1 Horse Guards Road, London, SW12 AHQ, represented by Rupert McNeil, Chief People Officer – have agreed to enter into a memorandum of understanding, effective for 10 years from 5th August 2016 to 5th August 2026.

1. The purpose of this MOU is to set out the principal areas in which CIPD and the Civil Service will discuss collaboration to professionalise and upskill the HR function of the Civil Service (CSHR), subject to the agreement and signing of a detailed, legally binding agreement in future.
2. CIPD and the Civil Service agree to discuss collaboration in the following areas, as well as in other areas of opportunity that may arise over the course of this partnership ('the Business Purposes'). Any agreements in this regard would be subject to separate terms and conditions to govern the commercial relationship:
 - i) To provide qualifications and professional accreditation via Upgrading and Experience Assessment, enabling CSHR practitioners to be professionally CIPD qualified
 - ii) To provide access to CIPD membership and thereby the range of benefits e.g. guides, research and development tools to support practitioners in their current role and their career development
 - iii) To collaborate in the creation of CIPD/CSHR conferences, networks and events to create a strong professional community across the Civil Service
 - iv) To share the latest thought leadership in HR and collaborate on specific projects relating to the future of HR and the world of work
 - v) To collaborate with CSHR to integrate / link CIPD's services to those provided centrally by CSHR/CSL, ensuring that CSHR practitioners have a clear understanding and access to the services available
 - vi) To work together to tailor CSHR's HR Profession Map with the CIPD's Profession Map, creating a common framework which defines HR capabilities and skills, underpinning CSHR career paths.
 - vii) To develop a broader CPD approach based on common framework; to leverage CIPD CPD tools for individuals and additionally give us a cumulative picture of skills and gaps.

Overall we would suggest working through a plan to review the different options and aim towards a formal agreement which would lay out the actions and commitments together, including as needed an overall pricing framework.

3. **This paragraph is legally binding.** Neither party will provide personal data regarding employees, clients or members under this MOU without the prior written consent of the other party to collection of the data. Should it be necessary for data to be provided then the parties agree to safeguard the data in accordance with data protection laws.

4. Either party may at any time by written notice to the other terminate discussions relating to the Business Purposes without having to give reasons or incurring any liability to the other party. Paragraphs 5 – 9 below shall survive such termination.
5. **This paragraph is legally binding.** Both parties agree that they shall not disclose to any person any confidential information concerning the business and affairs, or the fact that the Business Purposes are being discussed and negotiated and the status of those discussions and negotiations, except to employees, officers, representatives or advisers who are aware of this confidentiality restriction. Confidential information may only be used for the evaluation of the Business Purposes and the negotiation of a legally binding agreement in future.
6. **This paragraph is legally binding.** Without prejudice to any other rights or remedies that either party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of paragraph 5 above and that the non-defaulting party shall be entitled to the remedies of injunction, specific performance or other equitable relief.
7. **This paragraph is legally binding.** Neither party shall directly or indirectly solicit or entice away (or attempt to solicit or entice away) any employee of the other party who is employed or engaged in any services which are relevant to the Business Purpose for the duration of this MOU. (This does not include running an advertising campaign open to all comers).
8. **This paragraph is legally binding.** If any paragraph is found to be illegal, invalid or unenforceable by any court or competent authority, this shall not affect the legality, validity or enforceability of the remainder and the parties agree to substitute the offending provisions with legal, valid or enforceable provisions in a form as similar as possible.
9. **This paragraph is legally binding.** This MOU is governed by and shall be construed in accordance with England and Wales law.
10. This memorandum may be renewed upon written agreement by both parties. This is an understanding only to discuss cooperation and neither party shall be bound by its terms whether legally or financially except where specifically stated.

SIGNED:

**CHARTERED INSTITUTE OF PERSONNEL
AND DEVELOPMENT**

The Civil Service

Peter Cheese, CEO

Rupert McNeil, Chief People Officer

SIGNED:

SIGNED:

P Cheese

R McNeil

DATE: 29/09/2016

DATE: 29/09/2016