### **Patron 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. **[Patron 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 [Patron Company Name] agrees to fulfil its role as a Patron 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**

[Patron Company Name] agrees to serve as a Patron of the Tech Future Taskforce from the date of this Agreement until **31st August 2026**. Both parties will have the option to renew the agreement in future years where mutually agreed.

As a Patron, [COMPANY NAME] commits to:

1. Fulfilling at least **three of the Tech Future Taskforce’s five pledges** on social mobility. (See Appendix 1).
2. Engaging with the Taskforce’s **Employer Activity Framework**. (See Appendix 2).
3. Participating actively in the **Tech Future Taskforce Steering Committee**, including attending meetings and contributing to its initiatives.
4. Identifying and committing appropriate representatives from within its organisation to **participate in the Taskforce’s activities**, such as working groups, events, and Steering Committee meetings.
5. Making a **financial donation** to The Sutton Trust to support the running costs of the Taskforce. (See Appendix 3).
6. Acting as an ambassador for the Taskforce by **promoting its aims** internally and externally, aligned with COMPANY NAME’s communications practices.
7. Participating in the **Tech Future Taskforce Annual Survey** as outlined in Section 3.
8. **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 Annual Survey**

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

* The survey will seek both **qualitative and quantitative information** about COMPANY NAME’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**

[Patron Company Name] agrees to fund the Tech Future Taskforce through a charitable donation of **£15,000**, to be paid via the Sutton Trust by **30th September 2025**.

#### **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**, 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 Patron’s review.
* The **Deed of Gift** must be signed and agreed upon by both parties ahead of the donation due date of **30th September 2025**.
* This document will outline the specific terms and conditions of the donation and ensure compliance with relevant charity laws and guidelines.

### **5. Use of Patron’s Name and Logo**

[Patron Company Name] grants the Sutton Trust permission to:

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

The use of COMPANY NAME’s name and logo must:

* Comply with COMPANY NAME’s brand guidelines, which will be provided to the Tech Future Taskforce.
* Be reviewed and approved by COMPANY NAME 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 [Patron 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 NAME’s brand guidelines.
b. [Patron Company Name] 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 NAME as part of this partnership (“Joint IP”) will be owned by the Sutton Trust. COMPANY NAME 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 NAME’s name, logo, or other IP by the Sutton Trust in public-facing materials will be subject to COMPANY NAME’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 **31st August 2026**, 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 [Patron Company Name] (the Patron):**
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 [Patron Company Name] (the Patron):**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1: Employer pledges**

**Appendix 2: Employer activity framework**

**Appendix 3: Deed of Gift**