

## **EMPATHICYMRU LTD: BROKERAGE SERVICE**

Over the last few years we have evidenced several initiatives promoting the vision of open educational systems. Educational brokers are supposed to take advantage of this 'infrastructure of standards and open specifications' and provide exchange services for users and systems. However, a quick assessment of the adoption of educational brokers in Wales leads to the conclusion that educational brokers have still not managed to integrate themselves successfully into the educational landscape.

Based on an action research methodology three design principles have evolved that, once implemented, shall lead to an effective brokerage infrastructure.

From the action research undertaken<sup>1</sup> in two separate research projects, EmpathiCymru Ltd concludes that an effective educational broker needs to:

- I. provide a balanced metadata model (information from data) for learning resource descriptions and utilise outcomes appropriately;
- II. take advantage of the ability to exchange and make use of information from existing 'home systems' that provide services from the user's most frequently used access point(s) and then enhance through appropriate brokered provision; and
- III. report on and share who is re-using what in order to develop appropriate networks of excellence.

### **➡ Background:**

Amongst its range of activities, EmpathiCymru Ltd functions as an education broker. In this capacity, EmpathiCymru Ltd becomes the bridge between different institutions and/or organisations with mutual needs.

In general, a broker is an independent agent whose prime responsibility is to bring sellers and buyers together; namely, a broker is the third-person enabler between a buyer and a seller. An example would be an estate agent who assists in the sale of a property and gains a commission for services rendered. Brokers also can provide educational information regarding research, available training programmes and products and planning implications for future educational changes. Brokers may represent either the seller or the buyer but not both at the same time.

There are advantages to using a broker. First, they know their market and have already established relations with a range of prospective providers. Brokers have the tools and resources to reach the largest possible base of clients. They then screen these potential clients for appropriate resources that would support the perceived need. An individual provider, on the other hand, especially one new in the market, probably will not have the same access to as wide a range of resources as a broker.

EmpathiCymru Ltd is dedicated to promoting innovative and creative approaches to education, both nationally and internationally. It is committed to generating a network of

educational collaborations that bridge local and cultural divides, as well as national and international boundaries, for the benefit of all people.

EmpathiCymru Ltd provides efficient and effective coordination between education providers and recipients, connecting and managing a range of programmes and educational services from all over England and Wales, and beyond, to help foster collaborative learning and teaching within a range of educational contexts.

### ➡ **What does EmpathiCymru Ltd do as an Educational Brokerage?**

As a company, we are able to:

- ✓ Meet with you to discuss your needs and what you will need to discover and undertake to make progress;
- ✓ Research suitable providers and establish a portfolio of providers, including full CVs of qualifications and experience, from which you are able to select for actioning your identified plans;
- ✓ Through you as the main client, liaise with all interested parties and partners to identify any further requirements your developments may need;
- ✓ Identify any training needs and establish contacts with appropriate professionals who can provide the training; and
- ✓ Advise you about what help is available for sustainability of developments beyond the initial phases;

### ➡ **Will you have to pay to use this service?**

Although the initial exploratory meeting is free of charge, charges for the services provided by EmpathiCymru Ltd beyond that meeting will be built into any subsequent contractual agreement. These charges will be levied against the degree of involvement of the company and will appear within the contract against actions to be carried out by EmpathiCymru Ltd. (A copy of the Terms of Business are available in Appendix 1.)

### ➡ **Who can use this service?**

EmpathiCymru Ltd's brokerage is a unique service to Wales that assists schools, LEAs and other educational providers in saving time and effort in their pursuit of Best Value. This will aid school leaders in their quest of staff spending less time administering and more time delivering education.

EmpathiCymru Ltd's primary aim is not just to help educational leaders achieve best value when procuring advice, training or other aspects of learning and teaching development but also to do so in innovative ways.

In the education market of the 21st century, it is essential that both EmpathiCymru Ltd and its clients have access to a Quality Assured Service that is:

- ➡ mutually beneficial;
- ➡ manageable;

- cost effective; and
- sustains professional quality and credibility.

EmpathiCymru Ltd's principles include a commitment to:

- advancing the professional standards of education consultancy; and
- at all times, maintaining high standards of personal and professional conduct and integrity.

There is an expectation that all clients working with EmpathiCymru Ltd will:

- be provided with balanced advice about the assignment that is purposeful and relevant to achieving its objectives;
- maintain high standards of personal conduct and integrity;
- exercise independence of thought and action and in particular place the interests of learners at the forefront of any assignment; and
- be capable of enhancing the quality of their work through self-accountability within a community of peers and undertake regular personal professional development.

In return EmpathiCymru Ltd will:

- act with integrity, undertaking rigorous evaluations of the company's involvement in all assignments in order to safeguard the interests of our clients;
- listen carefully to clients at all times, thus ensuring our work serves our clients' needs and interests;
- place learners' interests and needs at the forefront of any assignment undertaken; and
- always attempt to be professionally helpful.

### **Accepting a Client**

When seeking or accepting professional engagements EmpathiCymru Ltd will:

- I. seek or accept only those engagements for which it has suitable knowledge and experience;
- II. ensure that the company's resources are sufficient to carry out the assignment;
- III. define clearly, and confirm in writing, the terms and conditions of the assignment or service, including the scope, nature and period of the service to be provided, the allocation of responsibilities, and the basis for remuneration;
- IV. negotiate agreements and charges for professional services in an ethical and proper way.
- V. regard the client's requirements and interests as paramount;
- VI. sub-contract any work to designated consultants only with the prior agreement of the client;
- VII. hold as strictly confidential all information concerning the affairs of a client unless the client has released the information for public use or has given specific permission for its disclosure;
- VIII. ensure that, as appropriate, all products, programmes and advice have been discussed with the client in good time before they are finalised;

- IX. exercise good management through careful planning, regular progress reviews, and effective controls;
- X. take responsibility for the quality of any work undertaken by the company and any sub-contractors; and
- XI. discuss and agree with the client any significant changes in the objectives, scope, approach or anticipated benefits of the assignment which might arise during the course of carrying it out.

During the course of an assignment all consultants employed through EmpathiCymru Ltd will maintain her/his own professional independence by:

- I. avoiding any action that might be seen to compromise her/his integrity;
- II. ensuring that advice and recommendations are based on impartial consideration of all pertinent facts, circumstances and opinions developed from reliable and relevant sources;
- III. declaring at the first possible opportunity any personal, financial or business relationship or interest which might be thought to influence her/his judgement of objectivity, and withdrawing from any assignment when her/his judgement of objectivity is or might be compromised;
- IV. having a proper regard for the professional/legal obligations of those with whom (s)he is working; and
- V. acknowledging the source of any published or other research material used in her/his work.

## APPENDIX 1

Terms of Business: For the Introduction of Contract Consultants through EmpathiCymru Ltd

1. These terms and conditions of business are between EmpathiCymru Ltd, hereafter called the "Agent" and the employer, the "Client". They are deemed to be accepted by the Client as a result of an interview or the engagement of any consultant(s) introduced by the Agent.
2. The Client agrees to notify the Agent immediately any engagement is firmly accepted.
3. The Client agrees to pay the fee of the Agent within fourteen days of the commencement of the engagement.
4. Fees are charged on the basis of the gross contractual cost together with any expenses incurred in establishing the engagement of consultants. VAT is payable on all fees.

The charges:	£0 - £9,999	-	10%
	£10,000 - £24,999	-	15%
	£ 25,000 - £59,999	-	20%
	£ 60,000 +	-	25%

5. In the event of a consultant failing to complete the contractual agreement, the following scale of refunds will be applicable provided that the Agent is notified by the Client and, that all payment terms have been complied with.

Prior to the commencement of the contract, the Agent will endeavour to find an appropriate replacement at no extra cost, subject to the replacement being acceptable to the Client.

If the agent is unable to find a replacement -

Up to 50% completion of contract: 40% refund

Up to 75% completion of contract: 25% refund

Should the Client subsequently re-engage the applicant, within the period of twelve calendar months of termination, a full fee in accordance with paragraph 4 becomes payable.

6. In the event of the Client failing to complete the contractual agreement for reasons other than unsatisfactory delivery on the part of the consultant(s), to be agreed by both Agent and Client, there will be no refund of fees paid to EmpathiCymru Ltd..
7. All introductions of consultants and their terms and conditions are confidential. The passing on of an introduction to another employer Client which results in a further engagement, renders the Client liable to payment of the Agent's fee as set out in paragraph 4.

8. The Agent cannot warrant applicants' suitability and although we make every effort, where possible, to obtain references and full CVs, ultimately, it is the Client's responsibility to ensure satisfactory delivery of the work programme/training.
9. Alterations to these Terms of Business can only be accepted if confirmed in writing by EmpathiCymru Ltd.
10. All Clients will be required to sign a disclosure stating that these terms and conditions have been read and accepted.