



Asturia vzw



MUSIC FOR FREEDOM

RESULT 4: MEMORANDUM OF UNDERSTANDING



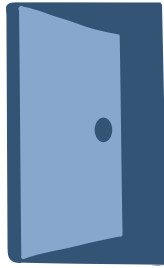
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RESULT 4: MEMORANDUM OF UNDERSTANDING



AUTHORS

The fourth project result has been developed under
the guidance of **Aufbruch**
and the contribution of all the partners.

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We extend our thanks to all partners
for their collaboration and effort

Proofread by Erica Laperrier



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INTRODUCTION

1. Introduction

This Memorandum of Understanding (MoU) has been developed as part of the M4F project to formalise cooperation between correctional institutions, artists, cultural associations, and music industry partners. Its purpose is to offer a clear and replicable framework for organising music-based workshops within correctional settings.

What sets this MoU apart is its innovative approach: unlike standard cooperation agreements, it explicitly defines the conditions necessary to ensure the stable provision of tools and spaces, aligns activities with recognised educational and public values, and establishes the role of music partners as part of their Corporate Social Responsibility (CSR). This ensures that music education in prisons becomes a sustainable and supported practice rather than a temporary initiative.

The MoU also codifies clear rules of participation for inmates and clarifies the responsibilities of all parties involved, providing both a safeguard for institutions and a pathway for participants to engage in meaningful, structured, and recognised creative activities.

The present document will first contextualise each section of the MoU and then presenting the model agreement.

DEFINITIONS OF THE ACTORS

2. Definitions of the actors

During the implementation of our project, four main categories of partners have been identified as essential for feasibility and sustainability of the workshops. This cooperation is founded on a shared belief in the transformative power of artistic practice to foster rehabilitation and social reintegration and aims to create high-quality artistic output while promoting a positive and safe environment within correctional facilities.

The first category is, of course, **prison institutions** (correctional facilities, probation services, education departments), as they set the “rules of the game” by providing access, security, supervision, and integration of the activity within rehabilitation pathways.

The second category includes **artists and artist collectives**, who support trainers in workshop design and facilitation, contribute to selected sessions, enriching the creative process and reinforcing its cultural value.

The third category consists of **music partners** (labels, studios, cultural venues, associations) who contribute to the dissemination of results and, where possible, create pathways for continuity after inmates’ release. Their role is framed as a concrete expression of Corporate Social Responsibility (CSR), by supporting disadvantaged groups and recognizing hidden talent. In each country, project partners have sought to build networks with such organizations to strengthen support for inmates.

Finally, **supporting associations and NGOs** play a significant role in replicating the model in new contexts, sharing best practices, contributing to dissemination, or even supporting implementation and follow-up activities.

Some practical examples demonstrate the diversity of contributions. In **Italy**, a cultural association from Bologna developed a podcast and asked the Italian laboratory to compose its opening jingle, creating a direct bridge between prison and community. In **Belgium**, adult education providers collaborated with prisons to ensure that inmates could continue training after release. In **Turkey**, the Izmir Probation Directorate set up a permanent music studio, showing how institutional leadership can anchor continuity. These are just some brief examples to illustrate the diversity of contributions, for more detailed information, please refer to our previous report (R3).

3. Purpose and Goals

The purpose of the Memorandum of Understanding is to create a stable and recognized framework for the implementation of music-based workshops within correctional facilities.

Beyond being a cooperation tool, it is intended as an innovative mechanism to stabilize the presence of the necessary spaces, tools, and resources, ensuring that music education is not limited to temporary initiatives but embedded within long-term rehabilitation pathways.

The goals of this collaboration are multiple.

First, it seeks to provide inmates with meaningful opportunities for self-expression, cultural participation, and creative learning.

Second, it supports rehabilitation and reintegration by fostering transversal competences such as teamwork, digital literacy, creativity, and resilience. These competences are aligned with recognized educational frameworks - including the EU Key Competences for Lifelong Learning and national prison education standards - so that the outcomes are legible both to inmates themselves and to external institutions such as employers or education providers.

Another important objective is to ensure continuity and sustainability. The workshops depend on the stable availability of musical instruments, software, and recording equipment, as well as designated spaces where activities can take place under secure and supportive conditions. The MoU therefore codifies the responsibility of each partner to guarantee this stability over time.

Finally, the MoU calls on music industry partners to fulfil their Corporate Social Responsibility by supporting disadvantaged groups and recognizing hidden talent. By opening pathways for mentoring, collaboration, and dissemination, these partners can help connect the inside and outside worlds.

In addition, beyond facilitating cooperation, it introduces an innovative element compared to usual agreement by ensuring:

- Stabilization of dedicated spaces and tools throughout the project;
- Alignment of educational objectives with public values, including EU Key Competences for Lifelong Learning and national prison education standards;
- Inclusion of music industry partners as active CSR stakeholders, promoting continuity and visibility beyond the prison environment.

4. RESPONSIBILITIES OF THE PARTIES

This section outlines the main responsibilities of the four main project partners, identified before, and based on hands-on experience of our implementation.

Party	Responsibilities
<p style="text-align: center;">Prison Administration</p>	<ul style="list-style-type: none"> • Provide suitable facilities: Designate and provide secure and appropriate rooms for music activities, equipped with basic infrastructure (electrical outlets, furniture) and compliant with security conditions. • Ensure supervision: Guarantee escort services and continuous supervision for all inmate participants throughout the project. • Manage participation: Review and approve participant lists and schedules before activities start, ensuring alignment with institutional rehabilitation pathways. • Uphold security protocols: Monitor all sessions to enforce internal rules (e.g., prohibition of personal recording devices, handling of equipment).
<p style="text-align: center;">Artists and Artist Collectives</p>	<ul style="list-style-type: none"> • Creative support: Collaborate with trainers in the design of workshops, bringing artistic expertise that enriches content and connects activities to contemporary cultural practices. • Participation in selected sessions: Contribute directly to chosen sessions - for example, through masterclasses, performances, or collaborative exercises - adding diversity and inspiration to the training path. • Reinforcement of cultural quality: Enrich the workshops with cultural depth and artistic legitimacy, helping participants to perceive their music within a wider artistic landscape. • Mentorship and role-modelling: Serve as role models who demonstrate professional artistic practice and show that pathways from disadvantage to recognition are possible.

Party	Responsibilities
<p style="text-align: center;">Music partners</p>	<ul style="list-style-type: none"> • CSR involvement: Support the project as a concrete expression of Corporate Social Responsibility by recognising hidden talent and supporting disadvantaged groups. • Mentoring and continuity: Provide guidance and feedback to participants and encourage them to continue their creative practice after release (e.g., internships, collaborations, or introductions to community music initiatives). • Visibility and dissemination: Contribute to the dissemination of results through professional channels (venues, labels, festivals, media) while respecting consent, copyright, and confidentiality rules. • Resource contribution: Assist in providing specialised equipment, studio time, or technical expertise that may not be available inside prison. • Advocacy and recognition: Help position prison-based music education as part of the wider cultural sector, advocating for inclusion and demonstrating the industry's social responsibility role
<p style="text-align: center;">Cultural Association / Partner Organization</p>	<ul style="list-style-type: none"> • Funding and logistics: Oversee project financing, including budgeting, payment of fees, and equipment transportation. • Mediation and liaison: Act as intermediaries between artists, prisons, and industry partners, respecting rules and meeting ethical standards. • Documentation: Support the documentation of artistic progress while sticking to institutional rules and data protection. • Evaluation and knowledge-sharing: Contribute to joint evaluation of the project's outcomes and disseminate lessons learned to wider networks.

5. Timeframe

The timeframe of the collaboration shall be clearly defined and mutually agreed upon by all signatory parties.

Start and end dates must be formally annexed to this MoU, providing the partnership with clear temporal boundaries. Where appropriate, the agreement may also outline specific, measurable milestones to be achieved at predetermined intervals. These milestones serve both to define the project timeline and to provide checkpoints for evaluating progress. Any amendments to the project's duration or goals must be agreed upon in writing by all partners.

Adherence to the agreed schedule is a shared commitment for the project, though it remains constrained to the operational requirements and regulations of the host prison institution.

Precise scheduling is essential in correctional environments to organise spaces, coordinate supervision, and integrate activities into daily routines, however flexibility is essential in these settings since internal challenges such as staff shortages, inmate transfers, or space constraints may arise.

For this reason, all partners must strive for flexible problem-solving while maintaining respect for the overall agreed framework.

6. Resources

The successful delivery of music workshops depends on the stable availability of appropriate resources. This MoU distinguishes between internal resources, provided by the prison administration, and external resources, contributed by artists, music partners, and supporting associations.

- **Internal resources** include the provision of a secure and equipped space for workshops, with adequate infrastructure such as electricity, furniture, and storage facilities. The prison administration is responsible for ensuring that instruments and digital equipment can be stored safely and accessed reliably for the duration of the project. Stability in space allocation is a key condition for workshops' sustainability. suspension.
- **External resources** encompass musical instruments, recording equipment, and music production software, as well as the expertise needed to maintain and update them. The organization implementing the project must be responsible for providing and maintaining these tools, and ensuring their usability under prison regulations. Requests for additional equipment or technical support must be presented in timely coordination with the prison administration to comply with institutional rules.

A central innovation of this MoU is the stabilisation of tools and spaces. Rather than relying on ad hoc arrangements, the parties commit to guaranteeing continuity by:

- Designating specific rooms within prisons for music activities;
- Establishing secure procedures for storing and maintaining instruments and IT resources;
- Updating software and hardware to remain functional throughout the project;
- Ensuring technical assistance is available if needed.

7. Confidentiality and Dissemination

All parties recognise that music workshops in correctional facilities involve sensitive information and vulnerable participants. For this reason, confidentiality and responsible dissemination are core principles of this MoU.

Informed consent is mandatory for any form of dissemination. No recordings, images, or written outputs may be shared externally without the explicit written authorisation of a formal release form, signed by the participant, the institution, and the implementing organisation.

Copyright and authorship remain with participants. Tracks, lyrics, or other creative works produced in the workshops are the intellectual property of their authors. Dissemination of these works must respect ownership and ensure that proper credit is given. Any use of copyrighted samples or third-party material must be avoided unless cleared through royalty-free or licensed sources.

Data protection obligations are binding on all partners. Personal details of participants – including names, stories, or identifiable images – must not be disclosed without explicit authorisation. Care must also be taken to avoid indirect exposure, such as linking music outputs too closely with prison identities.

Avoiding re-stigmatisation is a guiding principle. Music should be presented as valuable cultural production, not as “prison work.” Dissemination strategies must frame inmates as creators, not offenders, and must prioritise empowerment over exploitation.

Dissemination can take multiple forms, from internal showcases (listening sessions within the prison) to external platforms (podcasts, controlled streaming, exhibitions), but in every case it must be preceded by legal checks, institutional approval, and participant consent. When handled responsibly, dissemination is a powerful tool for recognition, motivation, and dialogue with the wider community

8. Conflict Management/Arbitration

Procedures for resolving disagreements between the parties.

In the event of disagreements arising between the parties to this MoU, the primary resolution procedure shall be amicable dialogue and good-faith consultation. All parties are encouraged to resolve issues informally at the earliest stage possible, keeping in mind the shared objectives of the project and the importance of maintaining a constructive partnership.

Should initial discussions not yield a resolution, the parties agree to engage a neutral, external mediator, familiar with the relevant regulatory and institutional context, whose selection must be mutually agreed upon. All parties commit to participating constructively in this mediation process in order to reach a collaborative solution.

If mediation proves unsuccessful, the matter may be referred to a standing joint steering committee, composed of representatives of the prison management and partner organisations. This committee will be responsible for issuing a final, binding recommendation on the dispute. Where necessary, legal counsel may also be sought to ensure compliance with applicable laws and institutional requirements.

This process is designed to resolve disputes efficiently while preserving the collaborative spirit of the agreement. It reflects the experience of M4F, where conflicts most often emerged around scheduling, access to facilities, or balancing security with creative needs. By embedding a structured mechanism for conflict management, the MoU ensures that such challenges can be addressed in a transparent and solution-oriented manner, without undermining the long-term objectives of rehabilitation and reintegration.

9. Termination of the Agreement

This Memorandum of Understanding may be terminated either unilaterally or by mutual agreement.

- **Unilateral termination:** Any Party may terminate this MoU by providing ninety (90) days' written notice to the other Parties, clearly outlining the reasons for termination.
- **Mutual termination:** The Parties may at any time agree to terminate this MoU through a written agreement signed by their authorised representatives.
- **Termination for breach:** In the event of a material breach of obligations by one Party, the other Parties reserve the right to terminate this MoU immediately upon written notice.

All such terminations shall be executed in accordance with the national frameworks of the specific country.

Following termination, specific provisions of this MoU shall remain in full force and effect, including those concerning confidentiality, copyright and authorship of creative works, and the protection of participant data. This ensures that the rights of inmates and the integrity of the project are safeguarded even after collaboration ends.

Appendices may be attached to this MoU – for example, project schedules, workshop descriptions, or codes of conduct- to clarify operational details without altering the core provisions.

ANNEXES

10. Annexes

Explanatory Note for the Model Memorandum of Understanding (MoU)

This explanatory note accompanies the R4 - Memorandum of Understanding (MoU) developed within the M4F project. Its purpose is to help in understanding the usage and adaptation of the template to other contexts, while preserving the innovative and essential elements that make it unique.

Purpose of the Model MoU

The Model MoU provides a structured framework for formalising cooperation among prison institutions, artists, music industry partners, and cultural associations. Unlike generic agreements, it introduces three key innovations:

- Stabilisation of tools and spaces to guarantee continuity of workshops.
- Alignment with recognised public educational values and competence frameworks.
- Engagement of music industry partners as part of their Corporate Social Responsibility (CSR).

Core elements to be maintained

Some provisions of the MoU are essential and should be retained in all adaptations:

- Clear definitions of actors and their responsibilities.
- Stabilisation of tools, spaces, and resources.
- Rules of participation for inmates (voluntariness, respect, consequences, recognition).
- Safeguards for confidentiality, informed consent, copyright, and data protection.
- Conflict management and termination procedures.
- CSR commitments from music partners.

Elements that May Be Adapted

The template is designed to be flexible and may be adapted to national and institutional contexts. The following aspects can be modified:

- Names and categories of actors (to reflect local organisations).
- References to national laws and prison regulations.
- Specific timeframes, milestones, and evaluation processes.
- Types of resources provided (depending on local availability and funding).
- Annexes such as schedules, codes of conduct, and lists of equipment.

Practical Use

The MoU can be used in two complementary ways:

- As a **formal agreement**: Signed by the parties to provide a stable framework for project implementation.
- As a **guiding framework**: Used by organisations and prison administrations to design new collaborations and clarify responsibilities.

When adapting the MoU, stakeholders are encouraged to preserve its spirit: a collaborative, innovative, and rights-based approach to music education in prisons. What the M4F project points out is that success depends on balancing institutional needs with creative freedom, and on ensuring that continuity and visibility are guaranteed through partnerships.

This MoU is non-legally binding and may be adapted to national and institutional contexts. Appendices such as equipment lists, workshop schedules, or codes of conduct may be attached as needed. By signing, the correctional facility and the implementing organisation affirm their shared commitment to stabilising music workshops as an innovative contribution to rehabilitation and reintegration.

Example n.1 - Memorandum of Understanding (MoU) with a Correctional Facility

Between

[Organization Name]

And

[Correctional Facility Name]

WHEREAS

1. **[Organization Name]** has initiated the **[Project Name]** aimed at [brief project description, e.g., providing music education and creative workshops to inmates in correctional facilities].
2. The **[Correctional Facility Name]** serves as the venue where activities dedicated to the beneficiaries (primarily young inmates identified in agreement with the Facility Management) will take place.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Equipment

For the implementation of the project, it is necessary that the beneficiaries have access to the appropriate equipment purchased by [Organization Name] and loaned to the facility for the entire duration of the project.

The equipment to be brought into the facility consists of:

- **Computer:** [Number of units and specifications, e.g., "5 ASUS 15.6" FHD AG..."]
- **Headphones:** [Number and brand, e.g., "4 Sennheiser HD206"]
- **MIDI Controllers:** [Details]
- **Audio Interfaces:** [Details]
- **Microphones:** [Details]
- **Monitors and Stands:** [Details]
- **Cables and Accessories:** [Details]
- **Other Equipment:** [e.g., projectors, network devices, etc.]

[**Correctional Facility Name**] agrees to hold [**Organization Name**] harmless from any liability arising from the improper use of the equipment and from any damage that may occur during its use.

1.2 Ownership: The equipment listed in this MoU is the property of [**Organization Name**] and is loaned free of charge to [**Correctional Facility Name**] for the entire duration of the project.

1.3 Usage: The equipment is to be used exclusively by participants in the workshops related to the project (including but not limited to music production workshops, lyric-writing sessions, and other creative programs). The equipment is to be used solely under the supervision of the operators specified in the project.

2. Roles and Responsibilities

Subject to prior agreement, the [**Correctional Facility Name**] shall:

1. Identify and provide a suitable and equipped space for the music laboratory, with.. [Details]
2. Ensure that the room facilities (Electricity, access, ecc) are functioning
3. Ensure supervision and safety of all participants through security measures, which are [Details]
4. Ensure the escorting of participants to and from the workshop sessions.

The [**Organization Name**] shall:

5. Be responsible for their trainers, in terms of compliance with correctional facilities' security protocols, which are [Details]
6. Ensure activities respect prison regulations and institutional rules
7. Deliver or coordinate the music production laboratories only during the time and schedules agreed with the Correctional Facility
8. When asked, to collaborate with the prison education staff

Both parties agreed on the following rules of participation to the laboratory [Details]:

9. Example: Participation is voluntary and subject to approval by the prison administration.
10. Example: the prison administration will select the participant to the laboratory.
11.

3. Confidentiality and Dissemination

The [Organization Name] will ensure that no recordings, images, or creative outputs shall be disseminated without the explicit written consent of participants and the approval of the prison administration.

Both the parties agrees that:

12. participants retain copyright and authorship of their creations.
13. Dissemination must avoid re-stigmatisation and present inmates as creators, not offenders.
14. All dissemination activities must comply with data protection laws and prison regulations.

4. Termination

Either party may terminate this agreement by giving [X days/weeks/months] written notice. Upon termination, all equipment must be returned in good working order.

Signed on [Date] at [Location]:

For [Organization Name]

[Name]

[Title]

[Signature]

For [Correctional Facility Name]

[Name]

[Title]

[Signature]

Example n.2 - Memorandum of Understanding (MoU) with Music Partner/Label/Studio/Venue

Between

[Organization Name]

And

[Music Partner / Label / Studio / Venue]

WHEREAS

3. [Organization Name] has initiated the [Project Name] aimed at [brief project description, e.g., providing music education and creative workshops to inmates in correctional facilities].
-

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Preamble

This Memorandum of Understanding (MoU) establishes cooperation between the implementing organisation and the “music partner” (such as a label, studio, venue, or cultural association) for supporting music-based workshops delivered in correctional facilities. The MoU recognises that the music industry has an important role to play in supporting rehabilitation and reintegration through its Corporate Social Responsibility (CSR).

By contributing expertise, visibility, and mentoring, music partners foster the recognition of inmates developed skills and creativity, connecting them to wider cultural networks for a potential development after release.

2. Purpose

The purpose of this MoU is to define the framework of collaboration between the implementing organisation and the music partner. It clarifies how industry actors can contribute to the sustainability, visibility, and impact of the workshops, while maintaining compliance with institutional rules and safeguarding the rights of participants.

3. Roles and Responsibilities

Subject to prior agreement, the [Organization Name] shall:

1. Coordinate the design and delivery of music production workshops;
2. Liaise with prison administration to ensure all contributions comply with institutional rules;
3. Provide the music partner with information on how to engage responsibly with participants and outputs.
4. Manage reporting, evaluation, and communication with all stakeholders.

The **[Music Partner / Label / Studio / Venue]** shall:

1. Support the project as part of its Corporate Social Responsibility (CSR) commitments. Provide mentoring, feedback, and, where possible, opportunities for inmates to preserve creative practice after release.
2. Contribute to visibility and dissemination through professional channels such as venues, labels, festivals, or media, always respecting consent, copyright, and data protection
3. Offer specialised resources (e.g., studio access, technical expertise, or equipment) to complement the workshop
4. Advocate for inclusion and recognition of prison-based artistic practices within the broader cultural sector

4. Rules of Engagement with inmates and the correctional facilities

The **[Organization Name]** is responsible for the communication with the correctional facility where the laboratory take place and will mediate between any type of proposals that the **[Music Partner / Label / Studio / Venue]** may have.

5. Confidentiality and Dissemination

The **[Music Partner / Label / Studio / Venue]** agree that all dissemination of music or related materials must respect informed consent, copyright, and data protection. Participants retain authorship of their works. Dissemination should present inmates as creators and avoid re-stigmatisation. Any public use of outputs must be framed as cultural production rather than prison work.

6. Termination

Either party may terminate this agreement by giving **[X days/weeks/months]** written notice. Upon termination, all equipment must be returned in good working order.

Signed on [Date] at [Location]:

For [Organization Name]

[Name]

[Title]

[Signature]

For [Music Partner / Label / Studio / Venue]

[Name]


[Title]

[Signature]



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