**Appendix Four**

**Gravesham Borough Council**

Template for a Real Estate Partnership Agreement

**EXPLANATION:**

This Partnership Agreement Template has been designed as a ‘starting point’ to assist council officers who are developing partnership arrangements.

It should be read in conjunction with *Working in Partnership: A Framework for Members and* *Staff to Aid Effective Partnership Working* [Gravesham BC, December 2011].

Consideration should also be given to drawing on any similar documents that the other potential partners may have, where available.

This template is rather more formal and detailed than may be necessary for many forms of partnership, particularly those whose purpose is largely to co-ordinate actions (rather than to undertake joint programmes or deliver a joint service involving substantial expenditures).

Where a ‘looser’ form of partnership is envisaged, this document nevertheless offers a list of issues to consider when drawing up an Agreement and items can be omitted or modified as needed.

This template is **NOT**:

1. suitable for use when establishing a company, a trust, or any other form of binding contractual agreement, which should be the subject of specific legal and financial arrangements;
2. an ‘ideal’ agreement. It is only an aid, and the detailed provisions should be tailored to the specific requirements of the proposed partnership.

**General Notes:**

1. Italicised text in square brackets, e.g. [*Memorandum of Agreement*], provides possible alternative or additional wording;
2. [………………….….] indicates a space for the insertion of text specific to the partnership concerned.
3. comments are included as footnotes where appropriate.
4. the term “Board” is used throughout to denote the main decision-making body of the Partnership but other terms, such as “Management Committee”, “Steering Group”, etc. can be used instead, depending on the nature of the Partnership.

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The [……………………………….] Partnership [*Association*]

Real Estate Partnership Agreement [*Memorandum of Agreement*]

The Partners

1. The following organisations (“the Partners”) are parties to this Partnership Agreement (“the Agreement”):

1.1. [……………………………………..]

1.2. [……………………………………..]

1.3. [……………………………………..] etc………

Role and Status of this Agreement

1. This Agreement:

2.1. establishes the [……………………………………..] Partnership (“the Partnership”); and

2.2. sets out a framework to guide the partners in the conduct of its affairs.

1. It is not a binding contractual agreement, but is intended to demonstrate the partners’ firm commitment to support and participate fully in the work of the Partnership [*and the* *Partners will use their reasonable endeavours towards these ends*].

Duration of the Partnership

1. It is intended that the Partnership will continue in existence until : 4.1. [………..a *specific date*………….];

4.2. [*its aims and objectives have been achieved*];

4.3. [*the Partners jointly agree that it should be dissolved*].

Aims and Objectives

1. The Partnership has been formed with the aim of […………………………………………]
2. It has the following specific objectives:

6.1. [……………………………………..]

6.2. [……………………………………..]

6.3. [……………………………………..] etc………

Rationale for the Partnership

1. The Partnership has been formed because, following careful consideration, each of the partners has concluded that it will enable them collectively to achieve these aims and objectives more effectively than by each of them acting independently or by some other means.
2. In particular, without a partnership, it would not be possible to [……………………….] or to […………………………………………….] etc………

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Core Values and Principles

1. The Partners affirm that, in their work within and for the Partnership, they, and individuals acting on their behalf, will 1:

9.1. work to build trust and understanding between the Partners;

9.2. actively work for and promote the aims of the Partnership;

9.3. abide by the terms of this Agreement;

9.4. uphold the “Seven Principles of Public Life” set out in Annex A.

9.5. [*abide by the ……….Code of Practice………..*]

9.6. [……..other *declaration(s) specific to the Partnership’s field of activity*…….] etc.

Membership

Eligibility

1. Members of the Partnership must be organisations that support the Partnership’s aims, objectives, core values and principles and are able to contribute significantly to them.
2. Individuals cannot be Members of the Partnership [*unless the Partners jointly consider* *that the membership of such an individual would materially assist the Partnership to achieve its aims and objectives*]2.

New Members

1. New member organisations may join the Partnership only with the [*unanimous*]3 agreement of the other partners. Any proposed new members must be supported by an existing member in their application.

Partnership Structure

1. The Partnership will operate through the following bodies and persons4: 13.1. [*A Partnership Forum*]

13.2. [*A Management Board / Executive / Steering Group*]

13.3. [*Sub-Groups / Action Groups*]

13.4. [*Officers and Advisers*]

* It will be important to consider any additional values that are central to the Partnership’s purposes – e.g. if there is a widely-recognised declaration or Code of Practice appropriate to a particular field of activity, the Partnership Agreement could include a statement adopting that declaration.
* E.g. it might be useful to have a representative of a disadvantaged or ‘hard-to-reach’ group involved where services to such group(s) are central to the purpose of the Partnership.
* It will be important to consider the likely consequences of a lack of unanimity on this issue.
* The Partnership structure is likely to be more (or less) elaborate depending on the scope and complexity of its operations and the extent to which it serves and/or needs to engage with the public. The structure given here outlines possible ‘layers’ of authority – not all of which will be needed in the less complex Partnerships. A further key issue will be the distribution of powers throughout the structure chosen. The example given here put most of the powers in the hands of a Board, but this is only one option, and careful thought should be given to whether this is appropriate in any particular case.

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Partnership Forum 5

1. The Partnership Forum’s purpose is to enable the Board to give a public account of their work to the Partnership’s stakeholders, and to hear the views and issues raised by those attending.
2. The following will be eligible to attend meetings of the Forum6:

15.1. [Board Members, officers and advisers];

15.2. [*any other persons nominated by a Partner organisation*]

15.3. [*any person belonging to a Partner organisation who wishes to attend*]

15.4. [*members of the public directly served by the Partnership*].

15.5. [*any member of the public* ……etc.…………].

The Partnership Board 7

1. The Board [*Executive / Management Committee / Steering Group / etc…*] shall comprise persons appointed by the Partners and authorised to act on their behalf (“Board Members”).
2. Each Partner is entitled to appoint […] 8 person(s) to serve on the Board for such period [*being not less than 12 months and not more than 3 years*] 9 as each Partner considers appropriate.
3. Partners will [*may, but are not obliged to*] appoint up to [.. ] Substitutes, who [*any one of* *whom*] may take the place of an appointed Board Member(s) in the event of theirunavailability.
4. The appointment of persons to serve on the Board, and their substitutes, together with the period of their appointments, will be formally recorded at the Annual Meeting.
5. Appointments to fill vacancies arising between Annual Meetings should be made and notified to the Secretary [*Co-ordinator*] within [56] days of the vacancy occurring.
6. The Board’s Terms of Reference are set out in Annex B.

Sub-Groups

1. The Board may appoint such sub-groups for such purposes and with such terms of reference as it considers appropriate [*in accordance with any Scheme of Delegation* *that has been approved by each of the Partners*].

* This is not appropriate to all Partnerships, but for some (especially those seeking to engage with, involve and consult community groups and interests) a Forum can be a useful mechanism for developing legitimacy and accountability.
* this will largely depend on the extent to which the Partnership directly serves or affects the public.
* Alternative titles suited to the nature of the Partnership should be considered – e.g. ‘Executive’, ‘Steering Group’, ‘Management Committee’, etc.
* The need to be representative and have a range of skills available should be balanced against the need for efficient conduct of business and the likely impact of group dynamics. Generally, a group in the range of 6-12 people is most likely to work effectively.
* The need for continuity and experience should be balanced against the risk of becoming ‘stale’

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Partnership Chair, Officers and Advisers, etc.

1. At the Inaugural Meeting and at each Annual Meeting thereafter, the following Partnership officers. etc. shall be appointed by simple majority vote of those present: 23.1. Chair and Vice-Chair of the Board

23.2. Secretary [*Co-ordinator*];

23.3. Accountable Body [Treasurer]10

23.4. Auditors

23.5. [*such other advisers and officials as considered necessary*11].

1. The responsibilities of the Chair(s), Vice-Chair(s) and Officers are set out in Annex B.
2. Any vacancy occurring between Annual Meetings shall be filled by election at the next [Ordinary] Meeting of the Board. The person elected will serve until the next Annual Meeting or such earlier date as may be agreed by the meeting.

Partnership Meetings

Partnership Forum Meetings

1. The Partnership Forum will meet at least [………..] times a year at a suitable venue.
2. At least [...] days’ notice of a Forum meeting shall be given to those entitled to attend [*Forum meetings will be publicised for at least … weeks in advance*].

Inaugural and Annual Meetings

1. The Board12 will hold an Inaugural Meeting within [*56*]13 days of the signing of this Agreement and thereafter hold an Annual Meeting in […*month…*] each year14.
2. At least [*28*] days’ notice must be given of the date and time of each such meeting and where it is to be held.
3. The quorum for an Annual Meeting and for the Inaugural Meeting shall be at least [*two-thirds / one half of those eligible to attend*].
4. The Inaugural Meeting and subsequent Annual Meetings will consider the items of business set out in Annex C, together with any other matters of which due notice has been given.
5. A request by any of the Partners for a matter to be considered at the Annual Meeting must be made in writing to the Secretary [*Co-ordinator*] at least [35] days before the date of the meeting.

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An Accountable Body will be necessary if significant funds are involved.

e.g. responsible for publicity and information, technical issues, etc

In some instances, it may be preferred to assign these functions to a higher-level body, such as a Forum or other grouping at a more senior level than the Board/Management Committee/Steering Group.

consider leaving sufficient time for the Partners to go through their decision-making cycles to appoint representatives, if necessary.

Consider whether a budget is to be set at this meeting and how large the Partners’ contributions are. April or May could be better months if the Partners wish to know the outcome of their own budget processes or of local elections – e.g. if councillors are involved. For some partnerships using few resources, these issues may be less important.

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Extraordinary Meetings15

1. Except when an Annual Meeting is due to be held within the next [42] days, the Secretary will arrange an Extraordinary Meeting of the Partnership Board:

33.1. in the event of the suspension of the Partnership due to insolvency, suspected serious irregularity, legal action or other force majeure;

33.2. if requested in writing to do so by at least [*one half*] of the Partners. Any such request must state the reason(s) for requesting a meeting.

1. At least [14] days’ notice must be given of the date and time of an Extraordinary Meeting and where it is to be held.
2. The quorum for an Extraordinary Meeting shall be at least [*two-thirds*] of those eligible to attend.

[Ordinary16] Meetings of the Board

1. The Board will hold a minimum of […..] [ordinary] meetings a year for the purpose of transacting the Partnership’s business.
2. The quorum for an [ordinary] meeting shall be at least [*one half*] of those eligible to attend.
3. Notices of [ordinary] meetings, agendas and copies of any written reports due to be considered will be dispatched to all Board Members at least [5] working days before the date of the meeting.
4. At least [14] days’ notice must be given in writing to all Board Members of the date, time and place of any [ordinary] meeting that -

39.1. has not been included within the Schedule of Meetings agreed at the Annual Meeting; or that

39.2. has to be re-scheduled due to unforeseen circumstances.

Admission of the Public and Observers

1. Board Meetings will not be open to the public unless otherwise decided by a majority [unanimous] decision of Board Members present. [*Meetings of the Board will be open* *to the public17 except for the discussion of:*

40.1. *matters which are treated as ‘confidential’, as set out in Annex D;*

40.2. *[any other matters agreed upon between the partners as not appropriate for* *discussion in public*].

1. Observers may attend meetings of the Board with the permission of the Chair.

Meetings of Sub-Groups

1. The Sub-Groups appointed by the Board will meet as necessary, unless otherwise specified by the Board.

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It may be preferred to assign this role to a Forum or other higher-level body.

They will only be ‘Ordinary’ if the Board also holds the Annual and Extraordinary meetings.

This is most likely to be appropriate where all, or a significant part, of a partnership’s purpose is the provision of a service or services directly to the public; and/or where important issues of public interest affecting the Borough are decided or influenced.

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Decision-Making

Reserved Matters

1. The following matters (“Reserved Matters”) can only be decided by the unanimous agreement of the Partners, signified in writing by each of the Board Members [*or other* *persons authorised for this purpose*], to the Secretary:

43.1. material amendments to this Agreement;

43.2. Protocols governing the manner in which [*particular matters*] 18 are to be dealt with;

43.3. any Scheme of Delegation (and amendments to that Scheme) that may be proposed by the Partnership’s Board;

43.4. the commitment of expenditure or guarantees exceeding £[………..];

43.5. undertaking any activity:

* 1. that is not directly necessary to achieving the Partnership’s aims and objectives;
  2. for which those Partners on whom any liability may fall are not insured [*and/or cannot obtain insurance cover*];
  3. [*…………insert here any other limits to be placed upon the authority of the* *Partnership’s Board to act without formal recommendation or reference back to the individual Partners…………*].

Decisions by the Board

1. In order to build and maintain mutual confidence and trust, the Board will seek unanimity among the Partners for its decisions.
2. Where it has not been possible to establish unanimity, [*and provided that [two] or more* *of the Partners do not object to the matter being decided in this way*] then,except in thecase of a Reserved Matter, a matter may be decided by a simple majority vote of the Board Members [*or their substitutes*] present the meeting.
3. Where [two] or more Partners do object to a matter (other than a Reserved Matter) being decided by a formal vote, then it can only be decided by a vote of [*two-thirds/three-quarters*] of the Board Members [*or their substitutes*] present at the meeting[*eligible to attend the meeting*].

Delegation of Decisions

1. The Board may only delegate decisions in accordance with a Scheme of Delegation that has been approved by all the Partners in writing to the Secretary [a*t an Annual or* *Extraordinary Meeting*].
2. This Scheme of Delegation must specify:

48.1. the nature and scope of any decisions that may be delegated;

48.2. the person(s) or group of persons*19* to whom those decisions may be delegated, and the arrangements for appointing them [*and their substitutes*];

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These may include any matters which the partners wish to make clear – e.g. information sharing, public relations, accounting conventions and procedures

in most partnerships, it is unlikely that sub-groups will comprise Board Members exclusively, although some overlapping memberships can be helpful –e.g. the Chair of a sub-group may be drawn from the Board.

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48.3. any limitations or conditions placed on the authority of those persons to act.

1. Decisions on Reserved Matters may not be delegated.

Decisions by Sub-Groups

1. The provisions of this Agreement relating to agendas, reports, minutes and the conduct of meetings will apply to any sub-groups appointed by the Board [*unless otherwise* *explicitly stated in the Scheme of Delegation*].
2. Sub-Groups may only take decisions in accordance with the terms of any delegation made by the Board and the requirements of the Scheme of Delegation.

Decisions by the Chair or other Board Member acting alone

1. Decisions by the Chair, or other Board Member acting alone, may only be made in consultation with all the other Board Members or their substitutes [u*nless the Scheme* *of Delegation provides otherwise20*].
2. In the event of any disagreement, then the matter must be brought to the next Ordinary Meeting of the Board for decision [*unless the Scheme of Delegation provides* *otherwise]*.

Agendas

1. All meetings of the Board and of any sub-groups it appoints will have a written agenda that has been agreed by the Chair of the Board or sub-group and circulated in advance to all Board Members.
2. Agendas for Board meetings will always include the “standard items” listed in Annex C.
3. Any Partner may request the inclusion of an item on the Agenda for a [*an Ordinary*] Meeting of the Board. Such items may be included on the Agenda of the next available meeting, or deferred to the following meeting, at the Chair’s discretion.
4. Any two Partners may jointly require the inclusion of an item on the Agenda for a [*an* *Ordinary*] Meeting of the Board by giving notice to the Secretary not less than [14]days before the meeting is held.

Written Reports to Meetings

1. The Board may only decide the following matters (or, in the case of Reserved Matters, make a recommendation to the Partners) following consideration of a written report by the relevant officers or professional advisers:

58.1. any Reserved Matters;

58.2. commitment of any expenditure or guarantees in excess of £[………..]21 where no budgetary provision has been made;

58.3. any matter on which a legal, financial or other professional or specialist opinion ought reasonably to be sought;

58.4. any matter likely to attract public interest or controversy;

58.5. [*any other specific matters considered appropriate*].

1. e.g. in a case of extreme urgency or if the Partners are content to grant this power.
2. See also Reserved Matters. Where no budgetary provision exists, consideration should be given to inserting a lower figure.

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Records of Decisions

1. Minutes shall be kept of all meetings of the Board and of any sub-Groups appointed by the Board and shall include:

59.1. details of the date, time and place of the meeting;

59.2. the names of all Board members, their substitutes and advisers present for all or part of the meeting;

59.3. apologies given for absence;

59.4. a list of the items on the agenda for the meeting;

59.5. brief details of any written or oral report made under each item;

59.6. the decision taken and whether it was taken unanimously or by a vote, in which case the numbers voting for, against and abstaining will be recorded.

1. A written record shall be kept of any decisions made by the Chair or other Board Member acting alone.
2. Print-outs of emails notifying such decisions and any consultations prior to them will be accepted for this purpose.
3. The minutes of any sub-groups and the record of decisions made by the Chair or other Board Member acting alone shall be reported to the next available Ordinary Meeting of the Board.

Publication of Minutes, etc.

1. Once approved by the Board as an accurate record, the minutes of all Board meetings shall be made available by each of the Partners for public inspection on request [*and* *should be made available via the website of at least one of the Partners*].

Implementation Reviews

1. At least once a year, the Board shall consider a report listing its decisions made over the preceding [2] years; whether those decisions have been fully or partially implemented; and the action proposed to ensure outstanding decisions are implemented.
2. Where the Board considers it appropriate, it may review a decision made more than [6] months previously and rescind or amend it.

Responsibilities towards the Partnership

1. Annex B sets out the responsibilities towards the Partnership of the following: 66.1. the Partner organisations;

66.2. Board Members and other representatives;

66.3. The Chair and Vice-Chair of the Board;

66.4. The Secretary [*Co-ordinator*];

66.5. The Accountable Body [*Treasurer*];

66.6. [*other officers or advisers, etc……….*]

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Maintaining Ethical Standards

1. All members of the Partnership, the Board and any Sub-Groups shall abide by current nationally-recognised procedures, guidelines and standards for ensuring probity and good governance in public life. In particular, they will observe the “Seven Principles of Public Life” (the ‘’Nolan’ principles) set out Annex A.

Conflicts of Interest

1. Members of the Partnership Board and Sub-Groups shall declare any financial, personal, business or organisational interest both in writing and orally to the Partnership secretary and at the relevant meeting(s).
2. All such declarations shall be recorded in the minutes and notes of the meetings concerned.
3. The Board shall scrutinise and make rulings on all declarations of interest as they arise. The member concerned shall withdraw from the meeting during the determination of the matter.
4. If so decided by the Board, a declaration of interest may disbar a member from participation in a specific decision.
5. The Board may exclude a Board Member or other representative from participation in specified Partnership activities more generally in cases where the Board considers that the interest declared:

72.1. is prejudicial to the aims, objectives and spirit of the Partnership; or that it

72.2. can reasonably be judged to be mostly to the benefit of the individual or organisation making the declaration rather than mostly to the benefit of the Partnership.

Promoting Equality, Diversity & Social Inclusion

1. All Partners will support and promote the principles of inclusiveness and equality for all.
2. In doing so, they will:

74.1. pay particular attention to addressing those issues of multiple disadvantage that can be tackled more effectively by joint action through the Partnership than by the individual Partners acting alone;

74.2. actively involve hard-to-reach and under-represented groups in the work of the Partnership;

74.3. adopt a Protocol setting out the ways in which the Partnership will promote equality, diversity and inclusion through its work;

74.4. develop and regularly review an Action Plan with targets and performance indicators to ensure progress is made.

74.5. comply with all government guidance and legislation together with council’s own policies.

Partnership Scrutiny

1. Board Members and the Partnership’s elected and appointed officials and representatives will co-operate with the public scrutiny arrangements of each of the partner organisations, including the provision of information and attendance at scrutiny and audit meetings to account for the Partnership’s activities and use of resources.

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1. However, for the avoidance of doubt, the requirement to co-operate and provide information is limited solely to business conducted by or on behalf of the Partnership and does not extend to any business conducted, being conducted or in contemplation by a partner organisation acting under its own powers and for its own purposes.

Breaches of this Agreement

1. In the event of a breach of this Agreement by any Partner, Board member or representative, the Board will first seek to resolve the matter by discussion and mutual agreement.
2. Where this fails to achieve a resolution, then the Board may give formal consideration to further action. Such action may include22:

78.1. private or public censure;

78.2. suspension of a Board member or other representative from attendance at meetings for a period not exceeding [..] months;

78.3. a request to a Partner organisation to replace a Board member or other representative;

78.4. a request to an organisation to withdraw from the Partnership;

78.5. termination of the participation of a Partner organisation or termination of the Partnership.

Service to the Public

1. Using best current practice, the Partnership will develop, maintain regularly review a Protocol setting out arrangements for: 23

79.1. informing and consulting the public about the work of [*the services provided by*] the Partnership;

79.2. engaging them in the development and review of that work [*those services*];

79.3. [*handling complaints, with the aim of ensuring that they are resolved speedily* *and without ‘buck-passing’*];

79.4. providing a publicly-available account of the Partnership’s work and performance.

Partnership Finance

Accounting Period

1. The Partnership’s accounting periods shall coincide with the financial and tax years adopted by HM government [*run from 1 January to 31 December each year*].

Membership Subscriptions (if applicable to partnership)

1. The level of membership subscriptions shall be determined at each Annual Meeting.

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Any action beyond this is probably unenforceable within the context of an ‘unincorporated association’. As it is, if this sort of action has to be taken, it is likely that the Partnership is in serious trouble anyway. If stronger ‘teeth’ are thought necessary (e.g. because substantial resources are at stake), then consideration should be given to whether a legally-enforceable contract is needed.

The elements to be included here will depend on whether the Partnership is providing services directly to the public or not.

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1. An Extraordinary Meeting may only increase membership subscriptions by a unanimous vote of all the Partners.
2. Membership subscriptions are due in full from the date of each Annual Meeting.
3. Any Partner giving notice of withdrawal from the Partnership shall be liable to pay in full their annual subscription for the year in which their membership comes to an end following due notice having been given.

Financial Protocol

1. The Partnership will adopt and regularly review a Financial Protocol setting out:

85.1. the responsibilities for providing funding for the partnership;

85.2. the anticipated level of expenditure for the partnership;

85.3. details of how the budget will be set and agreed each eyar;

85.4. how authority to spend money and other resources on behalf of the Partnership is to be given, to whom;

85.5. who is to be responsible for maintaining financial records on behalf of the Partnership (the ‘accountable body’);

85.6. what financial records are to be maintained;

85.7. what financial reports are to be made, to whom and when;

85.8. what arrangements and responsibilities are to be made for:

* 1. auditing accounts;
  2. insurance including ensuring all partners have sufficient cover;
  3. letting and managing contracts;

85.9. The assets held by the partnership and how these assets will be held during the life of the partnership, including possible accrual of assets and how they will be dealt with at the end of the partnership.

1. The Financial Protocol must be submitted for re-adoption at each Annual General Meeting of the Partnership Board.

Performance Management

1. At each Annual Meeting, the Board shall agree the key targets that the Partnership will set itself in the coming year and the actions planned to achieve them. The targets should contribute to the achievement of the Partnership’s aims and objectives.
2. During each year, the Board shall regularly review actual achievement against the adopted targets and decide any corrective action needed.
3. The Partnership’s Annual Report shall include a section describing how actual achievement compared with the adopted targets for the year concerned.

Information Sharing, Data Protection and Confidentiality

1. Partners shall share information about their organisations, services, customers and other matters of mutual interest and concern, particularly where that information is relevant to the aims and objectives of the Partnership.
2. Where such information is confidential or privileged, for example for reasons of commercial, customer or client confidentiality, the Partner concerned shall seek to provide the information in such a form as to assist the Partnership whilst maintaining

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confidentiality, for example by the use of statistical and other non-identifiable forms of data.

1. The Partnership and the Partners shall at all times abide by the requirements of the Data Protection Act.
2. [*The Partners will draw up and adopt a Protocol detailing how data protection and client* *confidentiality is to be maintained*]24.
3. [*If considered appropriate, a Partner may require one or more of the other Partners to* *provide suitable indemnities against unauthorised disclosure of confidential or privileged information*]25.

Partnership Freedom of Information requests

1. [*The Partners will agree for one officer from a public sector organisation to be* *responsible for FOI requests in relation to the work of the Partnership. The agreement should state who this officer will be].*
2. The FOI Officer for the Partnership will consult with other Partner Members as necessary regarding any potentially contentious enquiries

Partnership Review

Annual Report

1. Within […] months of the end of a financial year [*at each Annual Meeting*], the Board will consider and adopt an Annual Partnership Report 26 reviewing the preceding year’s activity, performance against targets, and financial performance.

Periodic Review

1. The Board will carry out a general review of the Partnership’s purposes and effectiveness at least once every […] years and make any recommendations they consider necessary to the Partners, including any proposals to modify the terms of this Agreement.
2. In undertaking such general reviews, the Board will consider:

99.1. all relevant contextual developments, including changes in legislation, financial circumstances, and technical and operational methods;

99.2. the extent to which the Partnership’s aims and objectives:

* 1. remain relevant to this changing context; and
  2. are being achieved.

99.3. the nature and extent of:

1. opportunities for further development of the Partnership’s activities and funding; and
2. any need to reduce the scope or scale of the Partnership’s activities.

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This is appropriate to a Partnership potentially handling personal information.

This may be considered appropriate if there is a serious concern about the financial or other consequences of unauthorised disclosure, though in practice indemnities are rarely sought or enforced.

This could be considered as an item for the Annual Meeting

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Ending the Partnership

Termination of Membership

1. A Partner’s membership of the Partnership will cease when:

100.1. [……] 27 months’ notice has been given by that partner in writing to the Secretary to the Partnership;

100.2. [*having given careful consideration to all the circumstances,* or if one of the events in paragraph 105 has occurred, *the other Partners have unanimously* *resolved to ask that Partner to withdraw from membership*]28;

100.3. the Partnership is dissolved or terminated.

Suspension of the Partnership

1. The Partnership’s activities shall be suspended, so far as is legally possible, in the event that the Secretary serves written notice on all of the partners informing them that such action is necessary due to the Accountable Body’s [*Treasurer’s*] opinion of the Partnership’s financial position; or due to suspected serious irregularities, legal action or force majeure.
2. In this event, an Extraordinary Meeting shall be convened within 28 days to determine the action that should be taken.
3. If, such a meeting does not take place or if, within [14] days following an Extraordinary Meeting, the Partners are unable to reach a unanimous agreement on the action to be taken, then the Partnership shall be dissolved forthwith.

Dissolution of the Partnership

1. The Partnership will be ended when:

104.1. the Partners unanimously resolve to dissolve the Partnership;

104.2. all but one of the Partners have withdrawn (or given written notice of their intention to withdraw) from the Partnership;

104.3. the Partnership has been dissolved following a suspension of activities in accordance with paragraphs [100] to [103] or terminated under paragraph 105 of this Agreement.

Termination

1. The Partners may terminate the participation of a Partner or where there are only two partners, a Partner may terminate the Partnership if;

105.1. a partner commits an unlawful act or;

105.2. a Partner being a company goes into liquidation, whether compulsory or voluntary, except for the purpose of a bona fide reconstruction or amalgamation, with the consent of the other Partners, or a Partner has an administrator appointed, or has a receiver or manager appointed over any parts of its assets or undertaking, or;

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The period of notice may need to reflect the size of subscriptions e.g. a longer period when the subscription is larger (to give the other partners time to re-organise the finances).

Exercise of a provision of this kind may present a number of legal and political difficulties and so should only be included if all the Partners are very clear about the need for it and the grounds that may give rise to its use. See under ‘Ending the Partnership’.

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105.3. the partner being an individual is adjudged bankrupt or dies.

Disposal of Assets and Liabilities

1. As soon as reasonably practicable following the dissolution or termination of the Partnership (and in any event within [6] months), the Accountable Body [*Treasurer*] shall provide each of the Partners with a written statement of the Partnership’s assets and liabilities.
2. The Treasurer shall also provide a statement of how the net assets or net liabilities (as the case may be) will fall to or upon each of the Partners.
3. Unless the Partners have unanimously adopted a Protocol to determine how the Partnership’s assets and liabilities are to be disposed of in the event of dissolution, then these shall fall to or upon the Partners equally [*in proportion to the sizes of their annual* *subscriptions*].

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Annex A

The Seven Principles of Public Life

1. **Selflessness:** to serve only the public interest and never improperly confer anadvantage or disadvantage on any person;
2. **Honesty and Integrity:** not to place themselves in situations where their honesty andintegrity may be questioned, nor to behave improperly and on all occasions to avoid the appearance of such behaviour;
3. **Objectivity:** to make decisions on merit, including when making appointments,awarding contracts, or recommending individuals for rewards or benefits;
4. **Accountability:** to be accountable to the public for their actions and the manner inwhich they carry out their responsibilities, and to co-operate fully and honestly with any appropriate scrutiny;
5. **Openness:** to be as open as possible about their actions, and to be prepared to givereasons for those actions
6. **Respect for Others:** to promote equality by not discriminating unlawfully against anyperson, and by treating people with respect, regardless of their race, age, religion, gender, sexual orientation or disability;
7. **Duty to Uphold the Law:** to uphold the law and, on all occasions, to act in accordancewith the trust that the public is entitled to place in them.

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Annex B

Responsibilities and Terms of Reference

**Note:** these Terms of Reference are mostly generic in nature and should be adapted tothe specific requirements of the Partnership.

The Partnership Board [*Steering Group, etc*.]

1. To plan and co-ordinate the Partnership’s activities towards the achievement of its aims, objectives and performance targets;
2. To promote the Partnership’s aims among stakeholders and the public; and to work with and influence local, sub-regional, regional and national strategies and policies to achieve these aims;
3. To build and maintain effective partnership working to promote the role of […………..] in [*regeneration and economic development, community development, social cohesion* *and ……………..….. etc.*]
4. To encourage and develop collaboration to address local needs [*and meet national* *requirements*];
5. To act as a focus to attract resources and new funding opportunities to support […………*….the Partnership’s aims and objectives……*……]
6. To provide clear leadership and direction for the work of any Sub-groups appointed;
7. To provide clear direction for the Partnership’s Officers and Advisers;
8. To prepare and present an Annual Report reviewing the Partnership’s work and performance;
9. To conduct a general review of the Partnership’s continuing relevance and effectiveness at least once every […] years and to make appropriate recommendations to the Partners;
10. To review membership of the Board and any Sub-Groups to ensure appropriate representation.
11. To rigorously monitor and scrutinise the budget held by the partnership.

Partnership Sub-Groups

1. To contribute to the achievement of performance targets and to undertake specific tasks, developments and activities and decisions as designated by the Board [and appropriate to their specialist function];
2. To take a strategic lead on behalf of the Partnership Board within the specialist area of activity/function;
3. To actively collaborate in and contribute to the development and writing of the relevant section(s) of the Annual Report linked to their specialist area of activity;
4. To make recommendations to the Board on priorities and areas for development to meet local need or address national legislation, initiatives or requirements;
5. To encourage, develop and promote collaboration to support Partnership priorities;
6. To identify and support a collaborative response to seeking sources of funding to address the Partnership’s agreed priorities;
7. To ensure the appropriate spending of funding allocated by the Board;

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1. To provide the Board with the operational information and support required to develop the Partnership’s strategic direction;
2. To identify and support activities to promote the specialist area of activity;
3. To contribute as appropriate to the work of the other Sub-groups of the Partnership;
4. To report at regular intervals to the Board.

Responsibilities of the Partner Organisations

1. To appoint Members and named substitutes to the Board and to any sub-groups, ensuring representation is at the appropriate level in each case;
2. To provide appropriate support and resources to enable their Board member(s) and other representatives to participate effectively in the work of the Partnership;
3. To offer services, resources or other ‘in kind’ support to assist with Partnership projects and activities;
4. To promote actively the Partnership, its role and work both generally and within other networks to which they belong; [*and to ‘badge’ activities and developments with the* *Partnership identity*];
5. Within the terms of any Information-sharing and Data Protection Protocol, to share information to support the Partnership’s aims and objectives.

Responsibilities of Board Members and Other Representatives

1. To contribute their knowledge and expertise to the work of the Partnership;
2. To take due account of the wider perspective that the Partnership brings to their work and the work of their organisation;
3. To demonstrate the commitment of their organisation to the aims and objectives of the Partnership and its sub groups and to take responsibility for decisions and actions taken through the Partnership;
4. To attend Board and other Partnership meetings regularly and inform the Secretary of any non-attendance and/or the attendance of their designated substitute prior to the meeting;
5. To disseminate information about and from the Partnership within their own organisation;
6. To promote the work of the Partnership within their organisation and secure support from their organisation for the Partnership’s work;
7. To bring forward issues, emerging strategies and other relevant information from their organisation to the Partnership;
8. To ensure that the Partnership’s aims and objectives are incorporated within their organisation’s strategies and plans.
9. To support Partnership events and projects on behalf of their organisation;
10. To adhere to the requirements of all Partnership Protocols and maintain high ethical standards, including those relating to declarations of personal and organisational conflicts of interest and to equality of opportunity and respect for all.

Responsibilities of the Chair (and in his/her absence, the Vice-Chair)

**Note:** These also apply, as appropriate, to Chairs of Sub-Groups.

1. To provide strategic leadership for the Partnership;
2. To chair Board and Partnership Forum meetings and ensure effective communication and contributions within them;

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1. To ensure effective communication with and between Sub-Group Chairs and with the Secretary through regular meetings to oversee and plan the work of the Partnership;
2. To promote and represent the Partnership with other agencies and networks locally, sub-regionally and nationally;
3. To approve minutes of meetings.

Responsibilities of the Partnership Secretary [*Co-ordinator*]

1. To ensure effective preparation and circulation of agendas, reports and minutes of Annual and Extraordinary meetings and Ordinary Board Meetings in consultation with the Chair [and Chairs of Sub-Groups];
2. To facilitate effective communication between all partners;
3. To ensure all Partners fully understand the work of the Partnership and its sub groups and, together with the Chair, are committed to participating in an appropriate way;
4. To facilitate effective communication with other agencies and networks locally and regionally and represent the Partnership as appropriate;
5. To ensure that current issues that may impact on the work and functions of the Partnership and its sub groups are raised at appropriate meetings;
6. To ensure the development, co-ordination and circulation of an agreed calendar of meetings for the Partnership Board and sub-groups;
7. To give written notice to each of the Partners of:
   * an apparent material breach of this Agreement by one or more of the Partners;
   * any matter that requires the suspension of the Partnership’s activities.

Responsibilities of the Accountable Body [*Treasurer*]

1. To collect income, bank and invest monies and make expenditures on behalf of the Partnership;
2. To maintain the Partnership’s accounts;
3. To present draft budgets for consideration by Annual Meetings;
4. To present reports to each ordinary meeting of the Board relating to:
   1. the Partnership’s income and expenditure compared with its approved budget;
   2. its assets and liabilities;
   3. investments;
   4. the findings of any audit or financial investigation;
   5. insurance matters relevant to the Partnership’s activities;
   6. the financial implications of:
      * any actual or proposed decision by the Board, any Sub-Groups or by the Chair or other Board member acting alone, and of
      * any legal requirements affecting the Partnership’s activities.
   7. any other matters specified in the Financial Protocol; requested by the Board; or considered necessary by the Accountable Body [Treasurer].

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Annex C

Items for Inclusion in Agendas for Meetings

**Note:** these are included as ‘standard’ items, but they will need to be adapted to suitthe partnership’s particular requirements.

Inaugural and Annual Meetings

* election of a Chair and Vice-Chair;
* to receive apologies for absence;
* to receive and record notifications of persons appointed to the Partnership’s Board, their substitutes and the periods of their appointments;
* Appointment or re-appointment of any Sub-Groups;
* appointment of a Secretary and Accountable Body [Treasurer]
* [*appointment of other officers or professional advisers……….*];
* consideration and adoption of a budget;
* adoption of an Annual Performance Plan setting out the targets that Partnership aims to meet and the action planned to achieve them
* To receive and approve the Partnership’s Annual Report;
* determination of the level of members’ subscriptions [*if any*] to the Partnership;
* adoption and re-adoption of Protocols detailing how the Partnership will deal with particular matters:

O Scheme of Delegation O Financial Protocol

O Information-Sharing and data-Protection Protocol; O Equalities, Diversity and Inclusion Protocol;

O Public Service Protocol;

O [*any other Protocols ………………– e.g. for Disposal of assets and liabilities* *on Dissolution of the Partnership*]

* determination of a Schedule of Meetings, giving the dates [*times and locations*] of ordinary meetings of the Board for the coming year;
* consideration of any other business of which due notice has been given.

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Ordinary Meetings

* To receive apologies for absence;
* To adopt the Minutes of:

O the previous Ordinary Meeting of the Board;

O the meetings of any sub-groups held since the last meeting of the Board; O Decisions taken by the Chair since the last meeting of the Board;

* To consider any matters arising from those Minutes and Chair’s decisions, etc.
* Monitoring and review of the Annual Performance Plan
* Monitoring and review of the Annual Budget
* Monitoring of progress in implementing past decisions
* To share updating information from each partner Organisation
* To consider any policy matters, including e.g. – O Legislative changes

O Results of surveys, need assessments, etc.

* To consider operational matters, including e.g. – O Service delivery issues

O Procedures O Resources

* Preparation or reports and items for Forum, Annual or Extraordinary meetings
* Appointment of any Sub-Groups
* consideration of any other business of which due notice has been given.

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Annex D

Confidential Information

**Note:** The following defines the scope of matters that the partners will treat asconfidential in any dealings between them or in the course of public discussion or report.

Meaning of Confidential Information

‘Confidential information’ means:

1. Information given to any of the Partners by a Government Department on terms which forbid its public disclosure; or
2. Information which cannot be publicly disclosed by Court Order
3. Information relating to, or which could identify, a particular employee of a Partner organisation, except where that individual has given their explicit consent to the public disclosure of that information by the Partnership (and not simply consent to disclosure by a partner organisation)
4. Information relating to any particular applicant for, or recipient or former recipient of any service provided by or on behalf of the Partnership.
5. Information relating to any particular applicant for, or recipient or former recipient of, any financial assistance provided by or on behalf of the Partnership.
6. Information relating to the adoption, care, fostering or education of any particular child (meaning a person under 18 and anyone who is 18 and is still registered as a school pupil, or is the subject of a care order, within the meaning of section 31 Children Act 1989).
7. Information relating to the financial or business affairs of any particular person, company or charitable trust except to the extent that it has been recorded in a publicly-available register under e.g. the Companies Act or the Charities Act
8. Information relating to the identity of proposed tenderers, the proposed terms or the amount of expenditure proposed to be incurred by any of the Partner organisations under any particular contract for the acquisition of property or the supply of goods or services.
9. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matters being undertaken by any of the Partner organisations.
10. Any instructions to counsel, any opinion of counsel and any advice received, information obtained or action to be taken in connection with any legal proceedings by or against any of the Partner organisations, including on behalf of the Partnership.
11. Information relating to any prosecution or enforcement action being taken or in contemplation by any of the Partner organisations under their statutory powers
12. Any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.
13. The identity of any person who has supplied the Police or any of the partner organisations with information relating to a criminal offence; a breach of statutory duty; a breach of Planning control; or a nuisance.

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Annex E

Protocols

**Note:** In some partnerships, particularly where significant resources are involved, thepartners may wish to agree Protocols setting out the rules for dealing with particular aspects of the Partnership. If adopted, these would then become part of the Partnership Agreement.

The exact details of any such Protocols will need to be developed to suit the particular requirements of a Partnership. The following are examples of potential Protocols, but there may be a need for other more specialist ones, depending on the nature and purposes of the Partnership.

* Scheme of Delegation
* Finance (including agreement of budgets, dates for reporting etc).
* Information-Sharing and data-Protection
* Staff Training
* Equalities, Diversity and Inclusion
* Public Involvement
* Public Service
* Complaint-Handling
* Acquisition and Disposal of Assets
* Dispute resolution
* Risk Management
* Marketing and Publicity

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