MEMORANDUM OF PARTNERSHIP UNDERSTANDING

Preamble

1. This Memorandum of Partnership Understanding is entered into by:

   [list the names of the members of the Partnership, including full business address]

2. This Partnership shall be known as [insert name]

Terms of Reference

[Specify the agreed terms of Reference (the purpose of the Partnership) here]

[Specify the lifespan (term) of the Partnership]

Roles and Responsibilities

[Set out the roles and responsibilities of each member of the Partnership]

[Confirm roles and responsibilities of the Chairperson and the election requirements]

Accountability and Audit arrangements

[Set out the reporting arrangements for the Partnership. Which body or bodies will receive reports and how often?]

Meetings and Administration

[Set out the minimum number of meetings per year for the Partnership]

Who is responsible for the administration of the Partnership (venue, meetings, agendas, minutes etc.)

Quorum

[Specify the minimum number of partners that must be present to enable business to be transacted. Are there any partners that must be represented in any event for statutory or legal reasons?]

Conduct of business

a. Meetings of the Partnership shall be held in public session unless confidential business is to be transacted, subject to the categories of exemption set out in clause 7.2.

b. The business of the Partnership may be transacted in private session if any item of business includes consideration of:

   i. issues affecting an identifiable individual or individuals

   ii. issues that may be subject to a claim of legal/professional privilege

   iii. commercially sensitive information

   iv. information that, if disclosed, would prejudice the conduct of public affairs

   v. information that affects the Council's approved budget and policy

framework and has yet to be formally considered by the Cabinet or the Full Council, if required constitutionally

vi. information that, if disclosed, would reveal that the Council or any other member of the Partnership, is contemplating the issue of a statutory notice or the commencement of civil or criminal proceedings

Risk Management Arrangements

The Partnership shall maintain and regularly review a Risk Register.

The Partnership shall agree a risk escalation mechanism to ensure that the Council, if appropriate, and any other partner, is alerted to any significant risks, the relevant controls in place and the actions and resources required to mitigate significant risks.

Conflicts of Interest

The Partnership shall, as its first substantive item of business, at every meeting, invite declarations of interest from its membership.

If a member declares a conflict of interest, they must vacate the meeting room for the duration of the period that the item of business is considered and not influence the debate or any vote, if relevant.

In considering whether a member of the partnership has a conflict of interest, regard shall be had to the Principles of Public Life, set out in Appendix 1.

Standards of conduct

The business of the Partnership shall be transacted in the spirit of openness, honesty, integrity and respect for others.

In particular, regard shall be had to the Principles of Public life, in the transaction and conduct of any Partnership business.

Dispute resolution

In the event of a dispute between any members of the Partnership, the duly nominated representatives of the relevant partners shall meet to resolve the matter.

If the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute) it will be referred to the Chief Executive Officer (or equivalent) of the relevant Partners for resolution.

If the dispute does not involve the Council but does impact on the continuing business of the Partnership, the Council shall, if the parties in dispute agree, act as mediator, to resolve the dispute.

If in the case of any dispute that cannot be resolved by agreement or mediation then the Winding Down and Exit provisions shall be invoked.

Winding Down and Exit

Each constituent partner must provide at 3 months written notice to the other parties of its intention to exit the Partnership.

If the number of Partners giving notice of exit at any one time is such that, upon expiry of the notice, it would not be reasonably practicable to continue transacting the business of the Partnership, then the Partnership shall be wound down.

If the Council, in any case as the Accountable Body, for financial and legal purposes,

gives notice of exit, then the Partnership shall be wound down in any event.

The provisions of this paragraph 12 are subject to any statutory provisions or related guidance governing the dissolution of a particular Partnership or set of partnership arrangements.

Access to information

The Partners recognise that, in respect of those partners who are public authorities under the Freedom of Information Act 2000 (the Act), then the provisions of the Act shall apply to any information held by those partners in respect of the Partnership.

For the avoidance of doubt, the terms of reference of any Partnership and the business to be transacted during its lifetime, shall be without prejudice to the Council's duties and obligations under the Act.

The partners also recognise that the transaction of Partnership business is without prejudice to any powers of a "competent authority" to seek information about the Partnership. "Competent authority" means the Audit Commission or any other statutory / regulatory inspectorate or agency with powers of access to information held by the partners.

Review

The members of the Partnership shall review its terms of reference, role and responsibilities at least annually to ensure fitness for purpose and, if applicable, statutory compliance.

Appendix 1

Selflessness

Members of the Partnership should serve only the public interest and should never improperly seek or confer an advantage or disadvantage on any person or organisation.

Honesty and Integrity

Members of the Partnership should not place themselves in situation where their honesty and integrity may be questioned, should not behave improperly and should on all occasions avoid the appearance of such behaviour.

Objectivity

Members of the Partnership should always make decisions on merit. This includes when making appointments, awarding contracts or recommending individuals for rewards or benefits.

Accountability

Where appropriate, members of the Partnership should be accountable to the public for their actions and the manner in which they carry out their responsibilities. They should co-operate fully and honestly with any scrutiny appropriate to their particular office

Openness

Members of the Partnership should be seen as open as possible about their actions and those of the organisation they represent. They should be prepared to give reasons for action to be taken.

Personal Judgement

Members of the Partnership may take account of the views of others, including those of political groups, but should reach their own conclusions on the issues before them and act in accordance with those conclusions.

Respect for Others

Members of the Partnership should promote equality by no unlawfully discriminating against any person and by treating people with respect, regardless of their race, age, religion, gender, sexual orientation or disability. They should respect the impartiality and integrity of the local authority’s statutory officers and its other employees.

Duty to Uphold the Law

Members of the Partnership should uphold the law and, on all occasions, act in accordance with the trust that the public are entitled to place in them.

Stewardship

Members of the Partnership should do whatever they are able to ensure that the organisation they represent authorises use of the resources prudently and in accordance with the law.

Leadership

Members of the Partnership should promote and support these principles by leadership and acting by example. They should act in a way that secures and preserves public confidence.