

**Draft Version (002)**

**People’s Partnership for Lincolnshire**

**Memorandum of Understanding MOU**

**between**

**Every-One (Cares)**

**and**

**Age UK-Lincoln**

**and**

**Children’s Links**

**and**

**Carers First**

**and**

**Lincolnshire Independent Living**

**and**

**Lincolnshire Sensory Services**

**and**

**Lincs Lighthouse**

**and**

**Linkage**

**and**

**Shine Mental Health Network**

**This memorandum of understanding is made on ………………….2017**

**Between**

**Every-One (Cares)** No 5, The Stables, Wellingore Hall, Welllingore, LN5 0HU **(contact Philip Burgess, Organisation Lead)**

**and**

**Age UK- Lincoln,** 36 Park Street, Lincoln, LN1 1UQ **(contact Susan Kellitt)**

**Carers FIRST,** Michael Gill Building, Tolgate Lane, Strood, Kent ME2 4TG **(contact Malcolm Ryan)**

**Children’s Links,** Holland House, Fortuna Horncastle Business Centre, Mareham Road, Horncastle, LN9 6PH **(contact Annamarie Burgess)**

**Lincolnshire Independent Living,** c/o 20 Able Smith Gardens, Branston, Lincoln, LN4 1NN **(contact Iggy Patel)**

**Lincolnshire Sensory Services,** Finkin Street, Grantham, NG31 6QZ **(contact Susan Swinburn)**

**Lincs Lighthouse, *[address required]***

**Linkage Community Trust,** Toynton Hall Main Road, Toynton All Saints, Spilsby, Lincolnshire, PE23 5AE **(contact Richard Locke-Wheaton)**

**Shine Mental Health Support Network,** Queens Park Community Hub, South Park, Lincoln, LN5 8EW **(contact Lisa Steel)**

and each other.

**For the purposes of this document the above organisations will be collectively known as the People’s Partnership Leadership Team.**

**WHEREAS: Every-One desire to work with the People’ Partnership Leadership Team through a Memorandum of Understanding, to help facilitate the work of the partnership, by funding the People’s Partnership Leadership Teams activities and providing administration and representational support as the Accountable Body.**

**WHEREAS: The People’s Partnership Leadership Team desire to work through a Memorandum of Understanding, in order to ensure the sustainability of the partnership as a voice for the communities they represent.**

**MEMORANDUM OF UNDERSTANDING:**

**1.0 Purpose the MOU**

**1.1** The purpose of the MOU is an expression of the commitment of Every-One and People’s Partnership Leadership Teams to work together in a continuing spirit of cooperation and partnership for the benefit of the communities they serve**.**

**1.2** The MOU itself will not create legal obligations between the parties, but represent a statement of their goodwill and intention to follow its terms where possible to enable the purposes of The People’s Partnership.

**1.3** The terms of this MOU can only be varied by the agreement of all parties, either by the production of a new MOU or an amendment to be attached to this original.

**2.0 Scope**

**2.1** The People’s Partnership is about Community Engagement and developing a long term meaningful relationship between people with disabilities and hidden and hard to reach communities and organisations that impact on their lives.

**2.2** The People’s Partnership’s aims are to:

* work with individuals and communities to help them understand what will impact their lives
* respond on behalf of communities to proposals from organisations
* support businesses in understanding community’s requirements
* make connections to help support communities and businesses

**2.3** The purpose of The People’s Partnership is to use Community Engagement to develop a long term meaningful relationship between people with disabilities and hidden and hard to reach communities and organisations that impact on their lives.

**2.4** The People’s Partnership support hidden and hard to reach individuals and communities based around, but not exclusively the nine protective characteristics such as:

* age
* disability
* gender reassignment
* marriage or civil partnership (in employment only)
* pregnancy and maternity
* race
* religion or belief
* sex
* sexual orientation

**2.5** The work of The People’s Partnership will focus on the Lincolnshire area, but not exclusively.

**3.0 Benefits and Expectations**

**3.1** The People’s Partnership engages with communities and businesses through the following activities:

For individuals and communities:

1. Make individuals and communities aware of changes that might impact on them
2. Provide hidden and hard to reach groups and individuals with a voice through volunteering for access audits, mystery shopping or involvement in consultations through informing, consulting, involving and through co-production

For organisations:

1. Provide advice and support on understanding and accessing hidden and hard to reach groups with consultations to organisations and commissioners
2. Mystery Shopping to help organisations understand how they impact on hidden and hard to reach people and how they can improve their customer or user experience with hidden and hard to reach groups
3. Access Audits is a systematic way to understand what they need to put in place for people with disabilities or hidden and hard to reach groups
4. Projects to improve the capacity of communities
5. Disability and equality awareness training to individuals, communities and organisation

**3.3** The Leadership Team as well as other invited organisations will be paid where possible for predetermined work at agreed rates to ensure the sustainability of The People’s Partnership and provide funding for the development of future work and activities.

**4.0 Obligations**

**4.1** To work together effectively through a partnership approach to ensure the aims of The People’s Partnership are met

**4.2** To champion the People’s Partnership within their area, the people they support and their networks, wider networks and in the community and to act as its advocate ensuring that their organisation/sector plays a full part in delivering on the aims (see 2.2) and purpose (see 2.3)

**4.3** To act as a channel of communication between the People’s Partnership and their area and to ensure that the perspective of their Area is effectively communicated and taken account of in the People’s Partnership

**4.4** To ensure, and work towards improving communication mechanisms to enable information to be disseminated and for feedback to be gathered back in and help inform consultation and engagement activities.

**4.5** All parties to bring the responsibility, accountability and duties of their individual roles to The People’s Partnership.

**4.6** All parties will ensure that they keep their organisations and/or networks advised of the work of The People’s Partnership.

**4.7** Have autonomy and delegated responsibility to act on their behalf.

**4.8** Have in place (as a minimum) effective policies, procedures and cover in place in relation to: governance, staffing, equalities & diversity, safeguarding, resource management, health & safety and all insurance obligations.

**4.9** The Accountable Body, Every-One, will promote each Area and The People’s Partnership to the wider community through its website

**4.9** All parties understand the sensitivity and confidential nature of some documents / discussions that might be shared within the partnership, not sharing these beyond the People’s Partnership, with the wider area communities, unless agreement is reached to do so.

**5.0 Administration and funding**

**5.1** The People’s Partnership will be administered by EVERY-ONE (as Accountable Body). All commissioned funding to the People’s Partnership will be administered by EVERY-ONE.

**5.2** Agendas will be produced by EVERY-ONE in liaison and discussion with the People’s Partnership Leadership Teams and will be distributed to members at least five working days before the meeting. Any member can suggest items for future agendas.

**5.3** The People’s Partnership Leadership Team to meet generally on a monthly basis, but no less than twice yearly

**5.4** Action points and minutes will be distributed to members no later than two weeks after a meeting.

**5.5** EVERY-ONE to Chair meetings.

**5.6** Project Lead from EVERY-ONE to support the partnership developing The People’s Partnership and the commercial opportunities.

**5.7** Where appropriate,payments will be made by EVERY-ONE to People’s Partnership Leadership for commercial work undertaken by The People’s Partnership at pre-agreed rates and duration.

**5.8** Members of the Leadership Team are expected to play a full and active role in the Partnership in the form of regular attendance at meetings, correspondence between meetings and delivering agreed actions.

**5.9** A deputy can be provided at meetings.

# 6.0 Management and Partnership

**6.1** The People’s Partnership will be managed through the Leadership Team which will meet on a monthly basis or at least twice yearly.

**6.2** The Leadership Team will work individually or together on areas of development to ensure the sustainability of The People’s Partnership. External parties may be engaged to assist with development.

**7.0 Intellectual Property**

# 7.1 As part of any collaboration, intellectual property will be handled on a case-by-case basis, with the following basic governing principles:

# Background IP will remain the property of the organisation which owns it, though licensing arrangements may be entered into as part of any project or programme

* IP developed within the Partnership will held by Every-One, the legal entity, on behalf of The People’s Partnership. Agreement to transfer the IP to another organisation on the full agreement of the Leadership Team in the event Every-One is no-longer a lead Accountable Body or a separate legal entity is created

# 8.0 Disputes and conflict resolution

**8.1** It is fully expected that the Accountable Body, People’s Partnership Leadership Team and individuals representing, enter the partnership with an attitude of goodwill and mutual respect, despite there being the inevitable differences in approaches and opinions.

# 8.2 If any party has difficulty in meeting its obligations under this agreement, it should in the first instance make the Accountable Body aware of the issue. The Accountable Body will then request a meeting with the Leadership Team. In the event that the party is unable to resolve any issue to its satisfaction, it may serve not less than one months notice on the other members of its intention to withdraw from this agreement or until they have fulfilled any duties of paid work.

**Or (Something to consider depending on costs involved) If the meeting(s) referred to above does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure.**

**9.0 Conflicts of Interest**

**9.1** Where a conflict of interest arises, members of the Leadership Team must make members of this team aware immediately. The remaining Members reserve the right to request the particular member to leave the room for the remaining point of the discussion.

**10.0 Commencement, Termination and Dissolution**

**10.1** The effective commencement date of this working relationship will be the date of the signing of this MoU.

**10.2** If all members of the Leadership Team feel it is in the best interests to terminate the People’s Partnership all parties undertake to give at least one month’s notice of termination of this MOU.

**10.3** All outstanding work must be completed by the Leadership Team prior to termination.

**10.4** All accounts to be settled before dissolution and any remaining funds distributed to the Leadership Team.

**For Every-One:**

**Name………………………………………………………………………**

**Signed…………………………………………………………………….**

**For Age Uk-Lincoln**

**Name……………………………………………………………………..**

**Signed…………………………………………………………………….**

**For Children’s Links**

**Name……………………………………………………………………..**

**Signed…………………………………………………………………….**

**For Lincolnshire Independent Living**

**Name………………………………………………………………………..**

**Signed……………………………………………………………………….**

**For Lincolnshire Sensory Services**

**Name…………………………………………………………………………**

**Signed……………………………………………………………………….**

**For Shine Mental Health Support Network**

**Name........................................................................**

**Signed........................................................................**

**Lincs Lighthouse**

**Name........................................................................**

**Signed.........................................................................**

**Linkage**

**Name........................................................................**

**Signed.........................................................................**