

# Memorandum of understanding

Agreement between Local Trust and St Peter's and the Moors Big Local partnership

**This agreement is made between Local Trust (on behalf of Big Local) and St Peter's and the Moors Big Local Partnership, who are acting on behalf of the St Peter's and the Moors Big Local.**

1. The role of the Big Local partnership is to guide the overall direction of Big Local and make sure that Big Local is a local, resident-led programme which enables people locally to provide recommendations in good faith about how their local area to be improved. Big Local partnership is expected to work with the locally trusted organisation(s) to achieve the vision set for the Big Local area. The locally trusted organisation(s) is responsible, as per the terms and conditions of funding, for ensuring that the grant is spent appropriately.

## **2. By signing this memorandum of understanding, members of the partnership undertake to:**

1. Provide overall direction of Big Local to meet the area's long term vision and outcomes.
2. Agree a shared Big Local vision which extends from the range of visions collected from across the area during earlier pathway steps.
3. Create a Big Local plan. The plan will set out clear approaches for realising the area's shared vision. The Big Local plan will adapt over time but will include how the partnership plans for the £1m to be 'spent'.
4. Carry out the Big Local plan. The partnership will decide how to carry out the Big Local plan. The partnership will establish the criteria for distributing any part of the £1m and will identify suitably experienced and skilled locally trusted organisation(s) to distribute the funding.
5. Assess and report impact. The partnership will need to know how the people and activities are moving the area closer toward the shared vision. This information will help the partnership explore how Big Local may have influenced changes in the area. The partnership (or locally trusted organisations) will need to collect evidence and inform Local Trust about key activities, accomplishments and the status of funding distributed as well as impact made in the area.
6. Review annually. Both the partnership and the Big Local plan will be reviewed annually. The process will ensure open, critical reflection on how the partnership is working to achieve the outcomes and the shared vision.
7. Engage with a diverse range of people in the area, in a thoughtful, continuous and inclusive way and make a commitment to equal opportunities.
8. Promote Big Local activities, the Big Local plan and the funding available to implement it to people locally and ensure that stakeholders are updated about Big Local.
9. Engage with voluntary, community and social enterprise sector organisations, public and private organisations operating in or near the area to identify opportunities and build links where funding, expertise, joint working and/or support can be provided to the benefit of the area.
10. Adopt a code of conduct for partnership members that will expand on these responsibilities and describe specifically the expectations for the area's partnership members.
11. Participate in Big Local networking and sharing learning activities, as relevant.

12. Work with our area's Big Local rep.
13. Participate in the selection of our area's long-term Big Local rep.
14. Work within the agreed Big Local boundaries as illustrated below. Should any changes to the boundaries be deemed necessary, the partnership will seek approval from Local Trust prior to making any adjustments.

### 3. By signing this agreement, Local Trust undertakes to:

1. Provide the necessary support and guidance to the partnership to fulfil its responsibilities. This will include a Big Local rep to work with the partnership; communications and fundraising support; and access to specialist advice and expertise.
2. Agree proportionate and reasonable running costs for the partnership to operate.
3. Provide written guidance on the operation of the Big Local.
4. Share reports from the locally trusted organisation(s) on expenditure relating to Big Local.
5. Communicate effectively with the partnership, including responding promptly to requests for information and advice.
6. Provide opportunities for training and learning to partnership members, both nationally and through advice to local areas.
7. Work with the partnership to appoint locally trusted organisation(s) that hold(s) and distribute(s) funding on behalf of the partnership.

This agreement is effective from the date that both signatures are made and will last in the first instance for one year or until the partnership completes its annual review.

This partnership agreement can be reviewed at any time if complaints or disputes occur that raise doubts about the ability of the partnership to fulfil its responsibilities.

Signed on behalf of Local Trust

Name: Debbie Ladds

Title: Chief executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of the Big Local partnership

Name of Chair: Paul Channon

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SPTM Big Local values

1. We are committed to quality and excellence in everything that we do.
2. We will support residents and people locally in improving their own communities. We know that communities which face problems contain the people who will create the solutions.
3. We will actively share knowledge and skills, encouraging learning and cooperation. We will collaborate with others to build the best possible solutions to the challenges we face together.
4. We are responsible, open and accountable. We will be honest and transparent in all our dealings. We will collect, share and review evidence of our progress and be open to advice and criticism.
5. We believe in social responsibility. We want our work to have a positive impact on people locally, the area and the environment, now and for future generations.
6. We are committed to equality and promote diversity. We seek to overcome all forms of discrimination and prejudice so that everyone can participate in, contribute to and benefit from Big Local on an equal basis, whatever their background, ethnicity or beliefs.
7. We will be innovative and embrace change, approaching problems proactively and creatively.
8. We are enthusiastic, energetic, positive and proud of Big Local, and will bring these qualities to all our activities.

We will not tolerate behaviour which produces damaging or hurtful effects, physically or emotionally on people. Inappropriate behaviour includes abusive, threatening or intimidating behaviour and applies to phone calls, emails, letters, in person and face-to-face meetings.

This includes:

1. insults and name-calling
2. swearing, offensive language and gestures
3. inappropriate jokes
4. ridiculing and undermining behaviour
5. inappropriate or unnecessary physical contact
6. physical assault or threats of physical assault
7. intimidating, coercive or threatening actions and behaviour
8. unwelcome sexual advances
9. isolation, non-cooperation or deliberate exclusion
10. inappropriate comments about a person's appearance
11. intrusive questions or comments about a person's private life and malicious gossip
12. offensive images and literature
13. pestering, spying or stalking.

## SPTM Code of Conduct

**As a member of the partnership I agree to abide by our area's Big Local values.**

**Additionally, I agree that:**

- Everything the partnership does will be able to stand the test of scrutiny by the public, charity regulators, community members, stakeholders, funders and the courts.
- Integrity, respect and honesty will be the hallmarks of all conduct when dealing with others within the partnership and equally when dealing with individuals and institutions outside it.
- The partnership will strive to maintain an atmosphere of openness throughout the community to promote confidence of the public, stakeholders, Local Trust, the Big Lottery Fund, charity regulators and government.

**In particular:**

- I will not break the law, go against charity regulations or act in disregard of partnership policies.
- I will abide by our local Big Local procedures.
- I will always strive to act in the best interests of Big Local.
- I will declare any conflict of interest or of loyalty, or any circumstance that might be viewed by others as such, as soon as it arises.
- When I am speaking as a member of the partnership, my comments will reflect the work of the partnership even when these do not agree with my personal views. When speaking as a private individual I will strive to uphold the reputation of the partnership and those who work in it.
- I will not personally gain materially or financially from my role as a member, nor will I permit others to do so as a result of my actions or negligence.
- I will strive to read all documents and attend all meetings, giving apologies ahead of time to the chair if unable to attend.
- I will engage in debate and voting in meetings according to procedure, maintaining a respectful attitude toward the opinions of others while making my voice heard. I will accept a majority committee vote on an issue as decisive and final.
- I will maintain confidentiality (where this has been agreed in the partnership's guidance on confidentiality) about what goes on in the meeting unless authorised by the chair or committee to speak of it.
- I will participate in induction, training and development activities for members.
- I understand that substantial breach of any part of this code may result in my removal as a member.
- Should I resign as a member I will inform the chair in writing, stating my reasons for resigning. Additionally, I will participate in an exit interview.

# SPTM Role Descriptions

## **Resident Members:**

- provide information and advice about day-to-day quality of life in the area
- actively encourage people in the area to play their part in supporting Big Local and its activities
- are committed to equal opportunities and inclusion
- ensure that local concerns are addressed and that solutions have local support
- provide regular feedback and a clear steer on priorities based on local knowledge
- take up responsibilities, as able and possible, in organising and leading activities to support the Big Local

## **Members Representing Local Institutions or Organisations:**

- provide relevant advice, knowledge and expertise to Big Local
- support the residents in leading and organising Big Local activities
- actively review and be an advocate for Big Local with a view to gaining additional impact from the activities of their parent organisation or other bodies
- are committed to equal opportunities and inclusion
- report as appropriate, progress from within their organisation, and/or sector, which illustrates evidence of changing practice and policy that is benefitting or is likely to benefit Big Local

## **Locally Trusted Organisation(s):**

- support and help the Big Local Partnership in carrying out the vision and objectives set for the area
- ensure that the fund is spent appropriately in line with the vision and objectives of the Big Local
- periodically report to the Local Trust of the work of the Big Local
- present a quarterly statement of income and expenditure to the Big Local Partnership

## Chair:

- chair the partnership meetings ensuring that members are encouraged to share their ideas and are able to reach agreement on how the work is carried out in an effective way in line with Big Local outcomes
- represent Big Local to the institutions and stakeholders and be a point of contact
- have the casting vote at meetings in the event of a vote being tied
- take part in resolving governance or conflict issues in line with the relevant agreements
- be committed to equal opportunities and inclusion
- maintain an overview of Big Local, ensure progress is made according to the Big Local plan and ensure Big Local remains on track

## Vice-Chair/Treasurer:

- chair the partnership meetings in the absence of the chair
- represent Big Local to the institutions and stakeholders and be a point of contact
- be committed to equal opportunities and inclusion
- in consultation with the chair maintain an overview of Big Local, ensure progress is made according to the Big Local plan and ensure Big Local remains on track
- liaise with the Locally Trusted Organisation ensuring proper procedure and clear record of income and expenditure in line with Big Local plan and budget
- explore additional sources of funds to support Big Local activities

## Secretary:

- arrange Big Local Partnership meetings
- record, distribute and document the Big Local minutes
- ensure members can access minutes and relevant documents

## SPTM Partnership Meeting Guide

- generally partnership meetings to be held once a once a month or more frequently if required
- meeting invite to be sent primarily to members of the Partnership, others invited or attending would have observer status
- agenda to be agreed in the previous meeting or in consultation with the chair and members of the Partnership
- paperwork if any to be distributed in advance of the meeting
- primarily the Secretary to record, distribute and document minutes, in his/her absence one of the members to be appointed at the start of the meeting
- decisions to be made by consensus, when there is no consensus decision should be made by majority vote. The quorate number for decisions is five with a majority of residents to be present for decisions.
- if a member has not been able to attend any of the Partnership meetings for 3 months consecutively they are to have an observer status in the meeting

## SPTM Declaration of Interest

In line with the code of conduct members of the partnership need to declare any conflicts of interest and loyalty. Where a member has a clear private or personal interest in a matter under consideration, they must declare that interest and, if necessary, withdraw from the meeting. The interest need not be of a purely financial nature but could include membership of a club or organisation connected with the matter under discussion. Interests can be positive or negative especially where a competitive element is introduced. For example, a member may wish to support a particular course of action because it impacts more favourably on an organisation they are a member of, or impacts favourably on their friends/relatives.

The declaration of interest should be recorded and as appropriate disallowed to vote or withdraw from the discussion of the concerned matter.

## SPTM Confidentiality Information

Members should never disclose or use confidential information for the personal advantage of oneself or of anyone known to the member, or to the disadvantage or discredit of the partnership. Members are expected to adhere to any Big Local confidentiality agreement at all times and may be asked to adhere to a specific 'embargo'. (An embargo is a request not to share information until a certain point in time.) Wherever possible the timescale and the reasons for such an embargo will be defined at the time the embargo is put in place.

In the event of a confidentiality agreement being breached by an individual, group, or organisation, the partnership will take appropriate action.

The membership of the partnership at the time of agreeing this memorandum of understanding is listed below

<b>Name</b>	<b>Status</b>	<b>Resident / Representing Organisation</b>
Paul Channon	Chair	Local resident
David Manohar	Vice-Chair/Treasurer	Local resident
Georgina Balfour	Member	Local resident
Magdalena Lorynska	Member	Local resident
Mark Hyde	Member	Local resident
Michelle Smith	Member	Local resident
Connor Mitchell	Member	Local resident
Bailee Longreen	Member	Local resident
Gina Holder	Member	Local resident
Emily van der Lely	Member	The Rock
Cllr. Flo Clucas	Locally Trusted Organisation	Cheltenham Borough Council Ward Councillor
Derek Donovan	Member	Gas Green Church and Community Centre
Karen Champion	Member	Cheltenham Borough Homes
Bernice Thomson	Member	Cheltenham West End Partnership
Stewart Dove	Member	University of Gloucestershire
Dan Millin	Ex-Officio	Big Local Worker
Margaret Jackson	Ex-Officio	Big Local Representative
Richard Gibson	Secretary, Rep Local Trusted Organisation	Cheltenham Borough Council