

## **Standard wording for inclusion in partnership terms of references**

*This document sets out a checklist of content and some suggested standard wording for use within the terms of reference of the Council's significant partnerships. The wording covers common areas of governance such as code of conduct, counter fraud and dispute resolution. The checklist and wording will not be exhaustive in every case. It should be supplementary to any other key relevant headings covering specific arrangements made between parties in each case.*

*It is the responsibility of the lead officer and clerk of each partnership to ensure that members of each partnership sign up to and understand the terms set out in these paragraphs. Any queries should be directed to the Borough Solicitor.*

### **Part 1 - Terms of Reference Checklist**

1. Context, purpose, aims and objectives
2. Partnership principles
3. Structure and membership
4. Roles and responsibilities
5. Resources and administration
6. Working arrangements
7. Decision making process
8. Duration and termination
9. Risk management
10. Communication
11. Equalities and diversity
12. Conduct and behaviour
13. Dispute resolution
14. Audit and scrutiny
15. Counter fraud

### **Part 2 – Suggested wording for common governance and operational matters**

5. Resources and administration
  - 5.1 Administrative support will be provided by Bracknell Forest Council unless the Partnership decides to make other arrangements.
  - 5.2 All of the members of the partnership will need to identify how they will support the agreed objectives of the partnership both in terms of general allocation of resources and in terms of the specific allocation of the resources required to deliver the projects/targets agreed by the partnership. It is envisaged that this may be through the commitment of staff time and where appropriate through the commitment of revenue or capital resources. It is not intended that any additional resources will have to be committed by the voluntary and community sector unless it relates to projects that would normally be funded by them. At all times any funding or resource will remain the responsibility of the member organisation.

- 5.3 Where a partner contributes funds to be spent by another partner, the formal agreement must include provision for the provider to require the Chief Financial Officer of the receiver to provide written assurance that the money has been spent properly in line with the terms of the partnership and properly accounted for. In addition, agreements should include a provision that, in exceptional circumstances (e.g. suspected fraud or corruption), the provider reserves the right to ask the receiver's Internal/External Auditors to investigate.
6. Working arrangements
  - 6.1 Monthly/quarterly/other [*delete as appropriate*] closed/open [*delete as appropriate*] meetings will be held in places that are accessible and acceptable to all members. The agenda and papers will be circulated one week in advance. The meetings will be formally minuted and the minutes will be published in the internet. The agenda papers will be published on the internet unless it is considered expedient to restrict members only by virtue of the personal, contractual or sensitive nature of the contents.
7. Decision making process
  - 7.1 Partners shall bring along their own expertise to the decision making process, but decisions will be taken in the overall interest of the Partnership objectives.
  - 7.2 The Partnership will endeavour to reach consensus on matters for decision. Where votes are invoked each representative shall have one vote, carrying equal weight. Decisions will be made on a simple majority basis and will require a quorum of X members.
8. Duration and termination
  - 8.1 If any individual member wishes to withdraw from the Partnership, written and verbal notice must be given of how any funding committed to the Partnership will be maintained.
  - 8.2 The Partnership may be dissolved by mutual consent of all partners if such time arises where this is the appropriate cause of action. In this situation the Partnership Agreement will be terminated with immediate effect. Upon termination of the Agreement, the partners agree to co-operate with each other to ensure an orderly wind down of the Partnership arrangements so as to minimise disruption to all members. At dissolution, partners may need to inform the funders; provide appropriate final reports and inform all stakeholders as appropriate.
  - 8.3 In the case of statutory partnerships that are a requirement by law (such as CDRP, implemented by the 1998 Crime and Disorder Act) the termination of the partnership will only take place upon such time as a change in Government legislation. In the event of a partnership terminating in these circumstances, the same arrangements of termination will apply.
9. Risk management
  - 9.1 As an essential aspect of good governance, each formal partnership agreement will include provision for a risk management process. The process

will identify all significant risks which might threaten the objectives of the partnership. These risks will be set out clearly in a risk register. Each risk will be allocated an owner and the register will identify the mitigating factors which are already in place or will be put in place (with responsibilities and timetables included). Risks will be reassessed at least annually or with document refreshes.

## 10. Communications

10.1 Effective communications are critical to the success of any initiative, particularly the ones that seek to strategically integrate the delivery of services to improve the well-being of communities. The Partnership recognises the agreed Bracknell Forest Partnership Communications Strategy and associated Identity Guidelines *[or equivalent for those partnerships falling outside the umbrella of Bracknell Forest Partnership]* that set out rules for:

- The badging and promotion of the Partnership;
- The authorising of individual partners to speak on behalf of the Partnership;
- The issues of press statements and public relations material in relation to the activities of the Partnership through its media protocol.

## 11. Equalities and diversity

11.1 The Partnership is committed to promoting community cohesion and equality for all in the borough, as reflected in the Sustainable Community Strategy. . Public bodies have a legal duty to promote equality of opportunity, eliminate unlawful discrimination and harassment and promote good relations between people, these duties apply to the Partnership.

11.2 Each partnership will assess how it can not only eliminate any potential discrimination in its activities, but also consider and evidence how it will actively promote equality of opportunity through its delivery plans for a variety of groups including:

- those on lower incomes
- carers
- people with a disability
- younger and older people
- men, women and transgender
- people of different race/ethnicity
- people with different religions or beliefs
- heterosexual, lesbian, gay and bisexual people.

11.3 Equalities screening will be conducted for any strategy, policy, procedure, review, plan or service developed by the Partnership that has an impact on members of the community or staff, through the initial screening stage of an Equality Impact Assessment . This will enable the partnership to assess whether there is any potential of an adverse or differential impact on any of the groups listed above.

## 12. Conduct and behaviour

- 12.1 Members of the Partnership are to be willing to take on a role in the broader programme appropriate to the skills and resources of the partner organisation, to act in good faith at all times and in the best interests of the Partnership's aims and objectives, and be open about any conflict of interests that might arise.
  - 12.2 Within Partnership meetings, declarations of interest and provision for withdrawal from meetings of the Partnership Board should be made both orally and in writing prior to each meeting.
  - 12.3 Partnership members are also expected to encourage joint working and promote the sharing of information, resources and skills between public, private and community sectors and to act wherever possible as ambassadors for the project. They are also expected to communicate regularly with other partners throughout any project so that problems can be identified and shared to achieve their successful resolution.
  - 12.4 All Partnership members must work together in a harmonious relationship based upon mutual respect, courtesy, trust, honesty and understanding of each others roles. This should prevail in all meetings and contacts, whether formal or informal.
13. Dispute Resolution
    - 13.1 With goodwill, respect and integrity on both sides, there ought to be very few occasions when a disagreement between members of the Partnership cannot be resolved amicably. If there is a serious dispute of substance it should be discussed, in the first instance, between the members concerned. If such discussions should not produce an acceptable settlement, reference may be made to the Chairman of the Partnership, but this should be seen as a last, rather than a first resort. If the matter cannot be resolved satisfactorily after reference to the Chairman, it may be referred to an expert selected by mutual agreement by the parties involved.
14. Audit and Scrutiny
    - 14.1 All members of the Partnership shall abide by the extant and nationally recognised procedures, guidelines and standards for ensuring probity and good governance in public life.
    - 14.2 The meetings of the Partnership can be observed by any individual who has received permission from the Chairman of the Partnership to attend. The Partnership shall report progress annually to the public. The Partnership shall carry out an effectiveness self-assessment annually.
    - 14.3 The papers, including the agenda and minutes of each meeting are available to the public after each meeting, as long as information is not deemed to contain personal, financial or sensitive confidential information that is not suitable for public disclosure. In this case the minutes will be published without this information. It will be made clear when details have been removed.

- 14.4 The appointed internal/external auditors of each partner will have rights of access to the partnership to ensure the partnership complies with audit requirements of each individual partner.
- 14.5 *[Additional paragraph for theme partnerships within the umbrella of Bracknell Forest Partnership only].* Bracknell Forest Council shall facilitate the scrutiny of the work of the Partnership through its Overview and Scrutiny process.
15. Counter Fraud
- 15.1 The Partnership is wholly opposed to all forms of fraud, corruption or theft and will not tolerate fraud in any form in the administration of its responsibilities, from any members. Action will be taken against anyone who attempts to defraud the Partnership by deliberately falsifying, substituting or destroying records for personal gain; intentional breaches of financial regulations and procedures; the offer, giving or acceptance of inducements to influence action or decisions, or by abuse of position as a Member of the Partnership to benefit friends, family or others. This includes the use of deception with the intention of obtaining an advantage, avoiding an obligation or causing loss to another party.
- 15.2 The Partnership also expects that individuals and organisations (e.g. suppliers, contractors, service providers) with whom it comes into contact will act towards the Partnership with integrity and without actions involving fraud and corruption.
- 15.3 The Partnership will treat attempted fraud as seriously as actual fraud.