

Community Action Suffolk / North West Ipswich Big Local Trust

Agreement under the Big Local Programme

This is an agreement entered into by **Community Action Suffolk** of **Brightspace, 160 Hadleigh Road, Ipswich, Suffolk, IP2 0HH** (referred to hereafter as "the LTO") and **North West Ipswich Big Local Trust** (referred to hereafter as "NWIBLT") on **13th September 2016** (*insert date when confirmed*)

1. Purpose

To set out how the LTO will support the strategic leadership of the NWIBLT Partnership Board to create and implement its Big Local Plan and ensure that the following Big Local outcomes are met in the North West Ipswich area.

- The community will be better able to identify local needs and take action in response to those needs
- People involved with the project will have increased skills and confidence so that they continue to identify and respond to needs in the future
- The community will make a difference to the needs identified in the Big Local Plan
- People will feel that the area is an even better place to live

2. Timescale

This agreement is to be maintained for a maximum of 12 years, until September 2026 subject to annual reviews, in June of each year, and through mutual agreement of both parties. Either party can terminate this agreement in writing with a 3 month notice period. NOTE: The first agreement between the LTO and NWIBLT was made in February 2016. This agreement has been updated to reflect changes in staffing and timing of reviews

3. Roles and responsibilities of parties involved

3.1 Community Action Suffolk (the LTO)

- Providing employment of the NWIBLT project officer and line management for the duration of employment on annual contract. By signing this agreement, NWIBLT agrees to provide a contribution towards full cost recovery of overheads relating to the post (as detailed in Schedule 1) and redundancy payments if necessary. Drawing down funds from the £1m as directed by NWIBLT, and holding and accounting for those funds on behalf of NWIBLT.
- Supporting NWIBLT to ensure that the spending of the funds meets the Big Local outcomes (in section 1 above) and is in accordance with the areas' Big Local Plan.
- This grant agreement is in line with the national Local Trust programme and as such is subject to irrecoverable VAT which will be charged by the LTO to NWIBLT when applicable. For the sake of VAT clarity, this agreement does not form a supply of services by the LTO to NWIBLT due to NWIBLT not being a formally constituted organisation and the project is grant funded by the national Local Trust.
- Supporting NWIBLT to ensure that decisions and procedures meet the requirements of Local Trust to ensure transparency, accountability and best practice.

- Reporting to Local Trust in accordance with the terms and conditions of the grant, using the monitoring forms provided.
- Providing a cost centre and a system for invoicing.
- Supporting and advising NWIBLT with the development of job descriptions and contracts of employment or services e.g. for the project officer.
- Supporting and advising NWIBLT with the recruitment and line management, including induction, appropriate training and performance management of staff e.g. the project officer.
- Liaising with NWIBLT regarding the monitoring of staff performance.
- Ensuring NWIBLT is compliant with relevant legislation and regulation.
- Providing NWI BLT with full membership benefits on an annual basis at no cost to the partnership

The Project Officer, is an employee of the LTO, but is directed by NWIBLT to deliver its strategic objectives, in accordance with the contract of employment. Any direction will comply with relevant Health & Safety, CAS employment policies and procedures and the officer's employment contract. All direction will be subject to CAS line manager agreement of compliance. The Project Officer has the following responsibilities:

- Working with NWIBLT to review progress on delivering the Big Local Plan and evaluating its impact in terms of its main objectives.
- Producing budgets and quarterly Financial Reports (in conjunction with the NWIBLT bursar) for NWIBLT to meet the agreed meeting schedule of the Partnership Board.
- Supporting NWIBLT to deal with procedural/governance issues.
- Providing training/ mentoring to volunteers and others as necessary to help them to carry out their roles effectively.
- Supporting NWIBLT to maintain communications and working relationships between the Partnership Board and the Task Groups.
- All specific tasks as set out in the job description.

3.2 North West Ipswich Big Local Trust (NWIBLT)

- Giving strategic direction to the Project Officer and line manager towards the delivery of the Big Local Plan.
- Providing budget details to the LTO including detailed expenditure for the forthcoming year.
- Agreeing partnership support costs for employment with the LTO
- Drawing down the whole annual salary for the project officer position at the beginning of each working year (prior to contract issue/renewal) to limit the risk to LTO should the partnership decide to cease employment of the project officer.
- Providing a claim form, invoices and receipts for all expenses.
- Supplying the Project Officer with information about progress on NWIBLT activities and clear direction regarding expected activities and employment targets.
- Providing guidance to the Project Officer on current priorities and the needs of NWIBLT.

- Providing clear points of contact for the Project Officer and regular meetings to update on progress and performance.

3.3 Jointly

- Promoting the project across the NWI Big Local area.
- Ensuring all members of the community are represented and included and that all stakeholders demonstrate a commitment to equal opportunities.
- Ensuring behaviour of all those involved with NWIBLT is professional and appropriate at all times.
- Ensuring good working relationships and joint responsibility for plan delivery.
- Performance managing the NWI BLT Project officer by the following meeting schedule:
 - Monthly meetings between Project Officer and Partnership Chairperson
 - Monthly supervision meetings between Project Officer and CAS line manager
 - Quarterly meetings between Project Officer, Chairperson and CAS line manager

4. Relationships with Local Trust

4.1 Memorandum of understanding

NWIBLT have signed a Memorandum of Understanding that sets out the structure of the Big Local Partnership in The North West Ipswich Big Local Area, its governance procedures, values and code of conduct. Members of NWIBLT will abide by these rules.

A full induction will be carried out by the Project Officer and Chairperson for all members of NWIBLT Partnership and Volunteers.

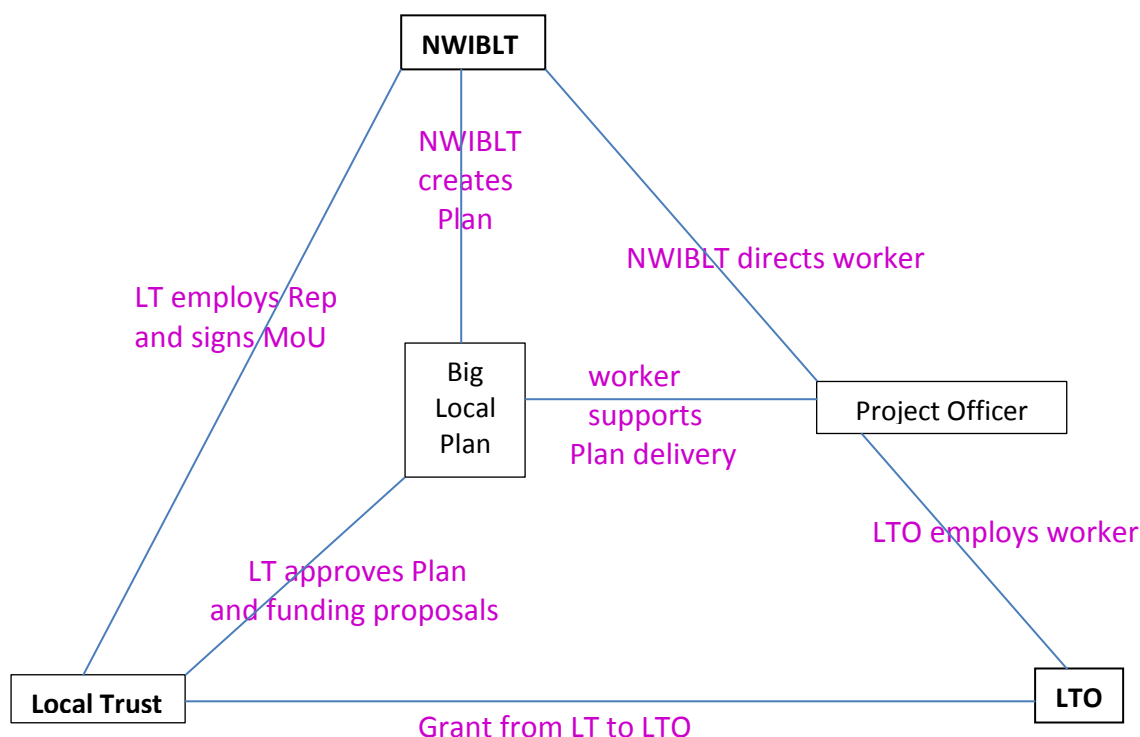
4.2 Big Local Plan

Local Trust endorses the Big Local Plan prepared by the partnership and approves proposals for the funding of activities outlined in the plan. Funding drawn down from Local Trust will be paid directly to the LTO as a grant. In addition, Local Trust pays a fee to the LTO equivalent to 5% of the amount drawn down, in recognition of the grant monitoring services provided. This fee does not come out of the £1m available to NWIBLT for the implementation of the Big Local Plan. The LTO will provide monitoring reports to Local Trust in respect of the grants received.

4.3 Big Local Rep

Local Trust employs a Big Local Rep to help NWIBLT achieve its vision for the Big Local area through support, advice and appropriate challenge. Rep support includes guiding NWIBLT and the LTO through the Big Local pathway. The Rep also represents Local Trust in the area. They report back to Local Trust and partners on experiences in the area, which are used to improve how the programme operates.

4.4 Diagrammatic representation of relationships



5. Resolution of Dispute

It is expected that any dispute or difference arising from the provision of the agreement will be dealt with through a meeting of the parties involved. Should matters not be resolved, Local Trust will be the ultimate arbiter and their decision will be final.

In the event of an urgent matter, any party may call a meeting, and confirm a date within 7 days.

6. Amendment and Termination of Agreement

This agreement will be reviewed annually. The terms of this agreement may only be varied by negotiation and agreement between the parties and expressed in writing.

If NWIBLT wishes to terminate the agreement between themselves and the LTO, they must do so by giving 3 months' notice in writing. All fees paid to the LTO are non-refundable. The LTO will arrange for transfer of all fund balances and documents to Local Trust within 1 month of the termination date after settling any liabilities connected with employment of the Project Officer or delivery of the NWIBLT project.

If the LTO wishes to terminate the agreement then they must do so by giving 3 months' notice in writing. If the termination period falls within the timescale of a phase for which its fee has already been paid, the LTO will refund the fees calculated on a monthly pro-rata basis.

7. Glossary

NWIBLT	North West Ipswich Big Local Trust
LTO	Locally Trusted Organisation (Community Action Suffolk)
LT	Local Trust

8. Parties to the Agreement

On behalf of NWIBLT Partnership Board

On behalf of Community Action Suffolk

(Printed Name)

(Printed Name)

SCHEDULE 1

Charges made by the LTO (Community Action Suffolk) to NWIBLT in respect of hosting the Project Worker

Annual charge for 2016 October 2016 to September 2017	£
Desk space	1,032
Includes, use of a computer, telephone, broadband and other utilities plus general office facilities. If the office base changes within the 12 month period e.g. solely or partly based elsewhere, this element of the charge will be renegotiated.	
Support	1,500
Includes, HR, Employers Liability Insurance, IT support, pastoral care and light touch supervision	
Total for year	£2,532
Total per month	£211

This schedule of fees will be reviewed annually in light of inflation

NOTE:

It is CAS finance policy to make an overhead charge in respect of hosted project workers which is calculated as 15% of gross salary.