Memorandum of Understanding

Agreement between Local Trust and North West Ipswich Big Local Partnership.

This agreement is made between Local Trust (on behalf of Big Local) and **North West Ipswich** Big Local Partnership, who are acting on behalf of **North West Ipswich** Big Local area **(the residents of Whitton, Whitehouse and Castle Hill Wards, Ipswich, Suffolk)**.

By signing this memorandum of understanding, members of the Partnership undertake to:

• Provide overall direction of Big Local to meet your area's long term vision and outcomes.

• Agree a shared vision which extends from the range of visions collected from across the area during earlier pathway steps.

• Create a Big Local plan. The plan will set out clear approaches for realising your area's shared vision. The Big Local plan will adapt over time but will include how you plan for the £1m to be 'spent'.

• 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 local trusted organisation(s) to distribute the funding.

• 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 local 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.

• 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.

• Engage with a diverse range of people in your area, in a thoughtful, continuous and inclusive way and make a commitment to equal opportunities.

• Promote Big Local activities, your Big Local plan and the funding available to implement it to people locally and ensure that stakeholders are updated about Big Local.

• Engage with voluntary, community and social enterprise sector organisations, public and private organisations operating in or near your area to identify opportunities and build links where funding, expertise, joint working and/or support can be provided to the benefit of the area.

• Adopt a code of conduct for partnership members that will expand on these responsibilities and describe specifically the expectations for your area's partnership members.

- Participate in Big Local networking and sharing learning activities, as relevant.
- Work with your area's Big Local rep.
- Participate in the selection of your area's long-term Big Local rep.

• 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.

By signing this agreement, Local Trust undertakes to:

• 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.

• Provide written guidance on the operation of the Big Local.

• Communicate effectively with the partnership, including responding promptly to requests for information and advice.

• Provide opportunities for training and learning to partnership members, both nationally and through advice to local areas.

• Work with the partnership to appoint local 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 NW Ipswich Big Local partnership	Signed on behalf of
Name:	Name of Chair:
Title:	Signature:
Signature:	Date:
Date:	

North West Ipswich Big Local Trust Partnership – Membership

Resident Members

- 1. The partnership will consist of a maximum of **30 Resident Members**, who each must live in one of the three wards of NW Ipswich (Whitton, Whitehouse or Castle Hill).
- 2. The partnership will strive to maintain the following Resident Member balance:
 - a. Whitton: 11
 - b. Whitehouse: 11
 - c. Castle Hill: 8
- 3. A minimum of three seats are to be allocated to each ward, at all times.

Appointment of new Resident Members

- 1. New members must be resident in one of the three wards.
- 2. Preference will be given where there is a need to retain the balance of members or achieve minimum representation of any ward.
- 3. Nominations must be made to the Chair, together with a short resume.
- 4. New members will be voted in by the Appointed Resident Members of the NWIBLTP by simple majority or by the highest number of votes, if the number of candidates exceeds the number of vacancies.
- 5. New members will be provided with a mentor, an induction and appropriate training and support.

Advisory Members

- 1. The Board may co-opt Advisory Members from any organisation, location or background. This membership shall be flexible, but places will automatically be made available to the following:
 - a. 1 Big Local Trust Worker
 - b. 1 Local Trusted Organisation Rep
 - c. 1 Ward Councillor rep from each of the three wards of Whitton, Whitehouse and Castle Hill to be determined by Ipswich Borough Council (x 3 places).
 - d. 1 IBC Officer rep
 - e. 1 Police rep
 - f. 1 Health rep
 - g. 1 rep from each of the High Schools (x 2 places)
 - h. 1 rep from Suffolk County Council Public Health
 - i. 1 Older Persons Rep
 - j. 2 Reps from the Young Persons Advisory Group
 - k. 1 Business Community Rep
 - I. 3 Diversity and Equality Reps
 - m. 1 Local Funder rep

- 2. An Advisory Member who is a resident of the NW Ipswich area, will **not** be entitled to vote. Subject to the normal appointment procedures for Resident Members, they may relinquish their Advisory Membership and may become a Resident Member with full voting rights. A replacement representative will be sought from the organisation concerned.
- 3. Advisory Members will be nominated by their parent organisation to represent the views, policies and advice of the organisation and not their own views.
- 4. The NWIBLTP reserves the right to appoint individual Advisory Members, where it considers that they have particular skills and expertise to offer the partnership.

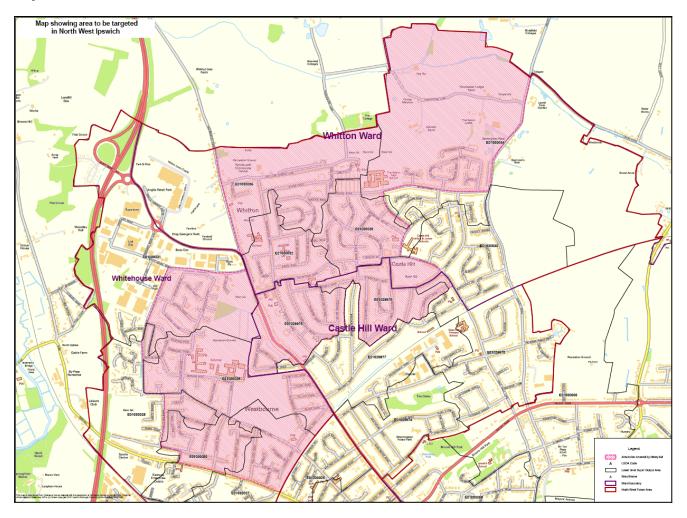
Associate Members

- 1. The Board may co-opt Associate Members from any organisation, location or background. This membership shall be flexible, but places will only be offered to individuals who have been Advisory Members for at least one year, and who have contributed significantly to the progress of NWIBLTP
- 2. Associate Members will be entitled to vote
- 3. There will be a maximum of 2 Associate Members

Appendix I

NWIBLTP Membership as at 2023 Annual General Meeting of NWIBLTP

Agreed boundaries of North West Ipswich Big Local Trust area, as approved by the Big Lottery Fund:



Our 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 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 to promoting diversity. We seek to overcome all forms of discrimination and prejudice, so that everyone can participate in, contribute to and benefit from NW Ipswich Big Local Trust 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 will be enthusiastic, energetic, positive and proud of NWIBLTP and will bring these qualities to all of our activities.
- 9. Notwithstanding the ward in which we reside, we are committed to improving the whole of the NWIBLTP area.

To strengthen our relationship with each other, we agree that we will

- Look after each other
- Recognise that our health and wellbeing is important.
- Make social space for Partnership members
- Make more of an effort to sit next to someone different or someone they don't usually sit with at Partnership meetings.
- Go to a different sub-group to understand what is being discussed. ?
- Try and have different conversations
- Value each other

Code of Conduct

1. Introduction

This Code of Conduct outlines the basis for the operation of the NWIBLTP and the individual responsibility of all members of the NWIBLTP.

2. Our behaviour as a member of the NWIBLTP

This Code of Conduct covers our behaviour as members of the NWIBLTP, in any private or public meeting, private correspondence and decision making processes.

As a member of the NWIBLTP I agree to abide by our areas Big Local Values. Additionally I agree that:

I will be considerate. I recognise our work will affect other people and our work in turn will depend on the contributions of others. Any decision I take or advice I give, may affect other members or beneficiaries and NWIBLTP expects me to take those consequences into account when making decisions or giving advice and entering into discussion and negotiations with other members, groups, organisations and external bodies.

Where I have any potential conflict of interest, this will be fully disclosed to the NWIBLTP (See Separate Declaration of Interest)

I will be respectful. The NWIBLTP values the participation and contribution of all its members. We expect members of the NWIBLTP to be professional and respectful when dealing with colleagues, as well as with people outside of the NWIBLTP, even where there is disagreement.

I will be collaborative. The NWIBLTP is about collaboration and working together. Collaboration improves the quality of the work and support offered and values the input of others.

I will be consistent. Members of the NWIBLTP will, wherever possible, uphold verbal or written agreements – I will do what I have said I would and do it when I said I would do it.

I will uphold the NWIBLTP principles. Disagreements happen all the time and the NWIBLTP is no exception. The important goal is not to avoid disagreements or differing views, but to resolve them constructively. In the first instance I will turn to the Chair to seek advice and to resolve disagreements.

I will uphold the democratic decisions of the NWIBLTP. Where a decision has been made, NWIBLTP members are expected to uphold and implement the decisions of the NWIBLTP. This does not mean that there cannot be disagreement. Any members uncomfortable with a decision should be offered support to implement the decisions or a consensus reached on participation or implementation of the decision.

Additionally, members should ensure that decisions do not affect a person's employment, health and safety, equality or personal or religious beliefs or any other legal rights. However, members are expected to behave in a manner that upholds the democratic structures of the NWIBLTP.

When I am unsure, I will ask for help. Nobody knows everything, and nobody is expected to. Asking questions avoids many problems down the road, and so questions are encouraged. Those who are asked should be responsive and helpful, and I should not be made to feel threatened or intimidated in any way.

3. Delivering Services and Relationships with users, clients and others

Members of the NWIBLTP will be in contact with a wide range of individuals, groups, organisations and service providers and the Big Local Trust expects the highest standards of behaviour when dealing with those outside of the NWIBLTP.

Members of the NWI BLT will at all times conduct themselves in a professional manner whilst working for the NWI BLT. This includes communicating with other members and external partners and supporting agencies. Members will use appropriate language at all times. All digital media (i.e. Facebook, Twitter, Website etc.) and digital methods (i.e. email) of communication shall be used appropriately; and meetings will be an effective tool to develop constructive conversations and ways to move forward in a positive manner according to the Big Local Plan objectives.

Should any member of the partnership or public feel that they have witnessed or been subjected to unacceptable behaviour by a member of NWIBLT, the relevant complaints process should but put into operation as detailed in this document. The following behaviour is not acceptable:

- Insults and name calling
- Swearing, offensive language and gestures
- Inappropriate jokes
- Behaviour that ridicules or undermines someone or something
- Inappropriate or unnecessary physical contact
- Physical assault or threats of physical assault
- Intimidating, coercive or threatening actions and behaviours
- Unwelcome sexual advances
- Isolation, non-cooperation or deliberate exclusion
- Inappropriate comments about a person's appearance
- Intrusive questions or comment, and malicious gossip, about a person's private life
- Offensive images and literature
- Pestering, spying or stalking

The NWIBLTP will maintain the highest levels of professionalism and courtesy when working with service users, groups and individuals and all Members will abide by the principles of Equality and Diversity.

Where agreements have been made with service users, groups or individuals all members of the NWIBLTP will act to ensure these agreements are respected and implemented.

The NWIBLTP will seek written feedback from groups, organisations and others we work with to understand their experiences of the processes adopted in the work of the Big Local Trust, the professionalism of our members, and the expectations of our partners are monitored, reviewed and used to improve the Big Local Trust experience.

4. Complaints

In the spirit of Big Local, we would hope that every effort would be made to resolve issues informally and only if this cannot be achieved should the complainant resort to a formal complaint (which should be made in writing).

4.1 Who does the complaint go to?

Complaints concerning the behaviour of the Big Local Representative should be addressed to Local Trust in the first instance, and their complaints process will be followed.

Complaints concerning the behaviour of Big Local Trust Project Support Worker should be addressed to the Locally Trusted Organisation in the first instance, and their complaints process will be followed

Internal complaints concerning the behaviour of members of the NWI BLT partnership should be addressed to the Chair of the Partnership in the first instance, and the internal complaints process (4.2) will be followed.

Complaints from external organisations, concerning the behaviour of members of the NWIBLT partnership, should be addressed to the Big Local Representative in the first instance, and the external complaints process (4.3) will be followed.

4.2 Internal Complaints Process:

- 1. Notification of complaint to the nominated person within the partnership (who may be the chair or someone else)
- 2. The nominated person, speaks with the person about whom the complaint was made to discuss how the code of conduct was breached, how it made the complainant feel and why the behaviour was inappropriate. Resolution at this stage may be in the form of an apology to the complainant or an assurance that it will not happen again. The nominated person will advise that a written warning will be issued if the code of conduct is breached again
- 3. If the person behaves inappropriately again, the nominated person will follow the same process as above, but this time will issue a written warning. This states that if they behave inappropriately again they will be removed from the Big Local Partnership.
- 4. If it happens a third time, the person will be sent a letter informing them that they have been removed from the Big Local Partnership and the reasons why.

If appropriate, a workplace mediation process can be instigated by contracting HR professionals.

If the complaint cannot be resolved then it will be referred to Big Local Trust for further review.

4.3 External Complaints Process

- 1. When a complaint is received, it is acknowledged by the BL Rep and the following information sought: details of the breach in the code of conduct, evidence to support the complaint and the suggested / preferred resolution.
- 2. The BL Rep will investigate the complaint. This will usually involve a discussion with the person against whom the complaint is made, and with other parties as appropriate. The BL Rep will seek to broker a resolution. The BL Rep may issue a verbal warning, or written warning if this is a second breach of the code of conduct, or may advise that the person is removed from the partnership if a third breach.
- 3. The Big Local Rep will communicate the outcome of the investigation to the complainant
- 4. If the person about whom the complaint is made wishes to appeal the process or complaint, an independent arbitration can be put into place to ensure the process is fair and proper
- 5. Should the complainant not feel satisfied with the outcome, an initial face to face meeting will be called to which the complainant may bring a friend or advocate.
- 6. Should the matter remain unresolved following this, the complaint will be forwarded to Local Trust for review.

Name (Block Letters):

Signature:

Date:

Role Descriptions

The Role and Responsibility of the Local Trusted Organisation

- 1. To be responsible for the direct line management of all staff employed on behalf of NWIBLTP.
- 2. To provide NWIBLTP Staff with desk and storage space for confidential materials (funding applications/bids/commissioning papers, etc.).
- 3. To provide the communications link with Local Trust in support of any paid staff.
- 4. To ensure financial probity on behalf of the NWIBLTP in terms of income, expenditure and accounting;
- 5. To ensure appropriate process, measures and safeguards are applied in the development of contract specifications, tender evaluation and appointment of contractors;
- 6. To provide advice and guidance on financial and constitutional matters, as necessary;
- 7. To scrutinise decisions and challenge any decision of the partnership which could be considered unfair, inappropriate or detrimental to either the NWIBLTP or the Local Trusted Organisation itself.

The Role and Responsibility of Resident Members and Associate Members (Voting)

- 1. To make decisions in relation to the Staffing and Resource allocation in respect of the Management and Administration of NWIBLTP;
- 2. To make decisions in relation to the allocation of funding in response to applications for financial support from the NWIBLTP;
- 3. To commission the provision of goods and services where there are gaps in service delivery, which are not being met through the grants application process;
- 4. To make investments or loans on behalf of NWIBLTP to groups and organisations, which will generate a defined return on investment, contributing to the future sustainability of NWI BLTP;
- 5. To be actively involved in the work of at least one sub group
- 6. To ensure a commitment to equal opportunities and inclusion;
- 7. To publish books, periodicals, pamphlets and other material in printed, recorded or electronic format and to hold intellectual property rights on any such material;
- 8. To organise conferences, debates, seminars and such other special events as the NWIBLTP may determine;
- 9. To keep the community informed about Big Local activities on an ongoing basis, seeking input from others and providing people in the wider community with a means of influencing decisions.
- 10. To work with Key Partners and Other Stakeholders collaboratively, co-operating with other organisations to deliver the BL Plan.
- 11. To heed advice presented of a legislative or regulatory nature given by Key Partners and Other Stakeholders.

The Role of Advisory Members (Non-Voting)

- 1. To provide relevant advice, knowledge and expertise to NWIBLTP
- 2. To highlight legislative or regulatory guidance, as appropriate, in relation to any matters being discussed by the NWIBLTP

- 3. Actively review and be an advocate for NWIBLTP with a view to gaining additional impact from the activities of their parent organisation or other bodies and to be an ambassador for NWIBLTP within their organisation.
- 4. To ensure a commitment to equal opportunities and inclusion.
- 5. Report as appropriate, progress from within their organisation which illustrates evidence of changing practice and policy that is benefitting or likely to benefit NWIBLTP.

The Role of the Chair

- 1. To ensure that meetings of the NWIBLTP are scheduled and planned in advance.
- 2. To chair the partnership meetings ensuring 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 NWIBLTP outcomes.
- 3. Have the casting vote at meeting in the event of a vote being tied.
- 4. Take part in resolving governance or conflict issues in line with the relevant agreements
- 5. To ensure a commitment to equal opportunities and inclusion.
- 6. Maintain an overview of NWI BLTP, to ensure progress is made according to the Big Local Plan and ensure that NWI BLTP remains on track.
- 7. To ensure that NWIBLTP is represented at relevant meetings, events and networking opportunities.

The Role of the Vice Chair

- 1. Deputise for the Chair in their absence at partnership meetings taking on the same responsibilities as the Chair for the duration of that meeting.
- 2. To ensure a commitment to equal opportunities and inclusion.

The Role of the Secretary

- 1. Liaise with the Chair in the preparation of the meeting agendas/supplementary papers.
- 2. Take minutes of the NWIBLTP meetings and liaise with the Chair to sign off copies for distribution to the members.
- 3. Collate all meeting papers and ensure distribution to the members of the partnership in a timely manner.
- 4. Make any amendments to the minutes as necessary.
- 5. To oversee membership matters.
- 6. To ensure that appropriate physical and administrative arrangements are made for meetings.

The Role of the Bursar

- 1. Keep financial records for the NWI BLT bank account.
- 2. Liaise with the Finance Officer of the Local Trusted Organisation on a quarterly basis to prepare the Local Trust grant statement of accounts.
- 3. Present to the NWIBLTP on a quarterly basis, an up to date statement of the funds held by the LTO and the funds in the NWI BLT bank account.

Declaration of Interest

Introduction

The NWIBLTP is a project funded by the Big Lottery Fund which will see at least £1 million worth of funding invested in the area of North West Ipswich over the next ten years.

The decision as to which groups, projects, charities or organisations (the "applicants") benefit from the funding will be largely decided by the NWIBLTP – made up of 24 residents and a range of key partners and other stakeholders.

It is imperative that all decisions of the NWIBLTP are made fairly and openly and in the interest of the community as a whole.

All members are therefore obliged to declare any "interests" they may have in the "applicants", on this form.

What is an "interest?"

There is no exhaustive list of what an "interest" is but it could include, for example, you (or a "connected person" – see below) being a member, director, shareholder, trustee or affiliate of an applicant, being on a project/organisation's committee, raising funds in aid of a project or an applicant, being employed by or receiving paid work from an applicant or even receiving gifts or hospitality from an applicant.

Notwithstanding the examples given above, you will be considered to have an "interest" if an ordinary member of the public with knowledge of the relevant facts, would reasonably regard you as having an interest.

Please note that a connected person is a member of your family or any person with whom you have a close association.

Disclosure requirements

You are required to declare any interests on this form and submit it to the chair of the partnership. At all meetings you are required to disclose an interest as necessary at the start of the meeting.

Please note it is your continuing obligation to keep this list updated throughout your time as a member the NWIBLTP. If you become interested in any of the applicants you should inform the Chair, who will update the register of interests, as necessary.

Decision making

If you have an interest in an applicant who makes a bid for funding from the NWIBLTP, you should ensure that you:

- 1. Take no part in the decision making process of the NWIBLTP in relation to that particular application;
- 2. Do not seek to influence the decision of the NWIBLTP in relation to that application;

Consequences

If an applicant is discovered to have received funding from the NWIBLTP and you have been involved in the decision making process of the NWIBLTP or have in some way influenced its decision:

- 1. The applicant awarded the funding may be asked to pay it back, whether or not those funds have already been spent; and
- 2. The applicant may be barred from submitting further funding applications.
- 3. You will be immediately removed from the NWIBLTP.

Interests

Group, charity, project or organisation	Please give details of interest

I hereby declare that the contents of this form are true

Signed:

Print name:

Date:

Confidentiality Agreement

Context

During the development stage of the NWIBLTP and the subsequent stages that follow, there may be occasions when members of the NWIBLTP are given access to both personal and sensitive information, (for example, the status of local groups and organisations, financial account information and personal contact details of applicants). The information presented may not be in the public domain and therefore must remain confidential to the members of the NWIBLTP.

This agreement sets out an undertaking that such information remains confidential to the NWIBLTP and requires the signature of individual members to acknowledge this.

Acknowledgement

I acknowledge and understand that as a member of the NWIBLTP, I may be made aware of sensitive, personal, financial and other information which is of a confidential nature.

I therefore undertake not to discuss or disclose such information with any other parties, other than other members of the NWIBLTP.

The disclosure of information outside the NWIBLTP meetings, beyond that which is agreed at the meeting, will be considered a breach of confidentiality and a breach of the confidentiality of the members of the NWIBLTP.

I also understand that should such a breach of confidentiality occur, that it may result in dismissal from the NWIBLTP.

Name of Member: (Block Letters)

Signature of Member:

Date:

Partnership Guidelines

Ordinary Meetings

- At the first ordinary meeting of the NWIBLTP, the Resident Members shall elect from amongst themselves by secret ballot, the following Officers, who shall hold office from the conclusion of that meeting:
 - a. The Chair
 - b. The Vice Chair
 - c. The Secretary
 - d. The Bursar
- 2. All Officers will be required to retire from office together at the end of the next Annual General Meeting (AGM) after the date on which they came into office, but they may be re-elected or re-appointed.
- 3. The NWIBLTP shall meet no less than 8 times per year and at least bi-monthly, one of which shall be the AGM. NWIBLTP will meet 9 times a year, excluding January, August and December. Virtual meetings will be allowed in circumstances where face to face meetings are not practical
- 4. Meetings of the NWIBLTP will normally be closed and not open for attendance by members of the public.
- 5. From time to time and at the discretion of the Chair, interested parties may be invited to attend, to observe or give information.
- 6. A quorum shall be when a minimum of 5 Appointed Resident and Associated Members are present at a meeting..
- 7. Each NWIBLTP Member shall receive the agenda and any supplementary meeting papers prior to the meeting, which will be distributed within 7 working days of the meeting.
- 8. All NWIBLT Partnership Members, Resident, Associate or Advisory, are expected to attend all scheduled meetings. If a member is unable to attend a meeting, it is expected that apologies will be sent either by telephone, text, e-mail or by third party. It is accepted that from time to time members may have to give their apologies for more than three consecutive meetings due to family commitments, work or ill health.

Non attendance with apologies

Any member who gives their apologies for three consecutive meetings will be contacted to ascertain whether they wish to continue with their membership. In the event that they do, the decision to allow that member to continue shall rest with the Chair.

Non attendance without apologies

Any member absent for three consecutive meetings without sending their apologies will also be contacted to ascertain whether they wish to continue their membership.

In the event of a response confirming that they do wish to continue, this shall be considered by the Chair, where the decision shall rest.

In the event of no response being received by the next meeting date, the member shall have their membership automatically withdrawn.

- 9. In the absence of the Chair, the Vice-Chair will preside. In the absence of the Chair and Vice-Chair, the Secretary will ensure, as the first point of business, that a substitute is appointed for the duration of the meeting.
- 10. All members (Resident, Associate or Advisory) are required, where appropriate, to declare an interest in matters on which they have a vested interest (See Declarations of Interest Pages 13 & 14) prior to the beginning of discussions relating to that item and this will be recorded in the minutes.
- 11. The Secretary will take minutes of the meeting and these shall be cleared for distribution by the Chair and will be distributed to all members of the partnership within seven working days. The minutes shall be reviewed at the start of the next meeting. Any amendments shall be made as necessary, with a final version being signed off by the Chair as an accurate record of the meeting.
- 12. Invite members to submit items for the agenda up to three days before the papers are distributed.
- 13. The partnership will work on the assumption that all papers circulated before the meeting will have been read by all those attending and discussions will take place based on this assumption.

Voting

- 1. Each Resident Member and Associate Member has one vote.
- 2. When a vote is taken the matter shall be decided by a majority of those present and voting. In the case of equality of votes the Chair shall have a second or casting vote.
- 3. It will be at the discretion of the Char if voting by email will be allowed.
- 4. Anyone declaring an interest in a particular item will not be able to voice an opinion, advise or vote on decisions made in relation to that item (See Declaration of Interest Pages 13 & 14).

Finance

- Local Trust grant funds will be managed by the Locally Trusted Organisation
- NWIBLTP shall open a bank account in its own name to fulfil 2 purposes:
 - 1. To hold funds raised by the NWIBLTP through its activities;
 - 2. To provide a petty cash function for Big Local Plan activities whereby the bank account is reimbursed by the Locally Trusted Organisation on a monthly basis.
- The NWIBLTP bank account will operate in accordance with our Financial Policy and Procedures.
- A quarterly record of income and expenditure will be prepared by the Bursar and presented at Partnership Board meetings.

Annual Review and Annual General Meetings (AGM's)

- 1. There shall be an AGM of the NWIBLTP, which shall be held in the month of November each year or as soon as is practicable thereafter. Every AGM shall be called by the NWIBLTP.
- 2. The Secretary shall give at least 14 days' notice of the AGM to all the members of the

NWIBLTP, who shall be entitled to attend.

- 3. Only Appointed Resident and Associate Members are eligible to vote at the meeting.
- 4. The business of each AGM shall be:
 - a. to receive the Annual Report of the NWIBLTP;
 - b. to receive the accounts of the NWIBLTP for the preceding financial year;
 - c. to elect the Officers specified;
 - d. to appoint members to sub groups
 - e. to consider and vote on any proposals to alter the Memorandum of Understanding
 - f. to consider any other business of which due notice has been given.
- 5. All AGM's shall be chaired by the Chair appointed at the preceding AGM or, in his/her absence, or by the Vice Chair or by a person appointed at the beginning of the meeting.
- 6. Normally the Chair will serve for a maximum period of 3 consecutive years unless a replacement cannot be found.
- 7. The Secretary or some other person specially appointed by the meeting shall keep a full record of proceedings at every AGM.
- 8. There shall be a quorum when at least 5 of the Appointed Resident Members and Associate Members are present.

Extra-Ordinary Meetings

- The NWIBLTP may call an Extra Ordinary Meeting at any time by writing to the Secretary. If at least 2 Appointed Resident Members and Associate Members of the NWIBLTP request such a meeting, stating the business to be considered, the Secretary shall call such a meeting without delay. At least 14 days' notice must be given and the notice must state the business to be discussed.
- 2. An Extra Ordinary Meeting may be called by the Chair and any 2 Appointed Resident Members and Associated Members of the NWIBLTP upon not less than 14 working days' notice being given to the members of the NWIBLTP of the matters to be discussed.
- 3. There shall be a quorum when at least 5 of the Appointed Resident Members and Associated Members are present.

Partnership Structure

The Partnership

1. The NWIBLTP shall be up to 30 Resident Members (Voting) and a range of Associate Members (Voting) and Advisory Members (Non-Voting). The governance arrangements for the NWIBLTP are set out in the Partnership Guidelines (page 16)

Sub Groups (SG) and Task & Finish Groups (TFG)

- 1. The partnership may establish SG and TFG, as it thinks fit for supervising or performing any activity or service contributing to the work of the NWIBLTP or delivery of the Big Local Plan.
- Each SG and TFG shall develop its own Terms of Reference and determine its own composition and duration of its activities. All work undertaken by each SG and TFG shall be reported at partnership meetings of NWIBLTP. Membership may include members of the wider community and Key Partners and other Stakeholders who are not already Advisory Members of the NWIBLTP.
- 3. Each SG and TFG shall have an Appointed Resident Member as its Chair, who shall be responsible for providing updates on activities to the wider NWIBLTP.
- 4. SG and TFG provide a mechanism for specific 'Communities of Interest' to be engaged and consulted on the work of the NWIBLTP, which affects/impacts on them. Membership may include members of the wider community and Key Partners and other Stakeholders who are not already Appointed Advisory Members of the NWIBLTP.
- 5. SG and TFG may be virtual and informal and will be used on an ad-hoc basis, as necessary, to inform the work of the NWIBLTP.
- 6. The NWIBLTP will agree a budget for each SG and TFG. The SG and TFG would then be empowered to make project spend decisions within that approved budget. Due diligence processes and resulting contracts would need to comply with the limits set by the LTO