

Title of Report:	Guidelines for Partnerships
Committee Report Submitted To:	The Leisure & Development Committee
Date of Meeting:	20 June 2023
For Decision or For Information	For Decision

Linkage to Council Strategy (2021-25)	
Strategic Theme	
Outcome	
Lead Officer	Director of Leisure & Development

Budgetary Considerations	
Cost of Proposal	
Included in Current Year Estimates	YES/NO
Capital/Revenue	
Code	
Staffing Costs	

Legal Considerations	
Input of Legal Services Required	YES/NO
Legal Opinion Obtained	YES/NO

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No	Date:
	EQIA Required and Completed:	Yes/No	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date:
	RNA Required and Completed:	Yes/No	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No	Date:
	DPIA Required and Completed:	Yes/No	Date:

1.0 Purpose of Report

The purpose of this report is to seek Council's approval for the Partnership Guidance Document.

2.0 Introduction

Causeway Coast and Glens Borough Council (and legacy Councils) has a long history of successful working in partnership with a diverse range of organisations.

However, following consideration of the Internal Audit recommendation to generally formalise partnership arrangements, officers have established the attached Partnership Guidance Document to ensure that:

- Council approves a partnership arrangement through a business case approach to establish clear evidence of need.
- There is appropriate and effective governance and performance management of the partnership.

3.0 Definitions

For the purposes of this document a Partnership can be defined as:

'A working relationship established to address a social, environmental or an economic issue / challenge / opportunity in the Borough. Such partnerships may include organisations from statutory, voluntary, community or the private sector established to address local issues aligned to Council's Community Plan, Corporate Plan or Service Area Business Plans'.

These guidelines and associated register exclude arrangements via:

- Council's grant funding programmes,
- The receipt of Capital Funding for Council Projects,
- The receipt of revenue funding to facilitate / administer a central government programme (Police and Community Support Partnership, Good Relations, Neighbourhood Renewal, Rural Development Programme),
- Any relationship established through a procurement process and;
- Any organisation / group / body which is merely a 'Consultee' or reference group.

A database of all existing partnerships (The Partnership Register) has been established, which will form the basis of all existing and future partnership working.

4.0 Why Establish Partnerships?

Partnership arrangements are appropriate when they have the potential to achieve:

- Improved value for money – when available resources are used economically, efficiently and effectively.
- Added value – delivering something that is unlikely to be achieved by another form of working arrangement.
- Cross cutting outcomes – outcomes from all partners should be achieved.

5.0 Process

To ensure that all future partnerships are established through a 'business case' approach, which establishes the evidence of need, combined with effective governance, risk and performance management, all existing partnerships will be reviewed and future partnerships subject to Council approval.

The document attached at **Annex A** and subsequent supporting annexes provide the necessary frameworks / templates and procedures to assist in the ongoing management of a Council partnerships.

6.0 Recommendation

It is recommended that Council considers and approves the attached guidelines, allowing for:

- The review of all existing partnerships.
- The application of the guidelines for future partnerships subject to Council approval.

Partnership Working Guidelines

Guidelines Number	tbc
Version Number	1
Author	R A BAKER

Date of Screening of Policy	
EQIA Recommended?	
Date Adopted by Council	
Date Guidelines Revised	May 2023

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Annex C – General Principles of Conduct for Partnership Working.

Annex D – Declarations of Interest.

Annex E – Procedure for resolution of complaints or conflict.

Annex F – Reviewing a Partnership.

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1. Introduction & Definitions

Causeway Coast and Glens Borough Council (and legacy Councils) has a long history of successful working in partnership with a diverse range of organisations.

For the purposes of this document a Partnership can be defined as:

'A working relationship established to address a social, environmental or an economic issue / challenge / opportunity in the Borough. Such partnerships may include organisations from statutory, voluntary, community or the private sector established to address local issues aligned to Council's Community Plan, Corporate Plan or Service Area Business Plans'.

These guidelines and associated register exclude arrangements via:

- Council's grant funding programmes,
- The receipt of Capital Funding for Council Projects,
- The receipt of revenue funding to facilitate / administer a central government programme (PCSP, GR, Neighbourhood Renewal, RDP),
- Any relationship established through a procurement process and;
- Any organisation / group / body which is merely a 'Consultee' or reference group.

A database of all existing partnerships (The Partnership Register) has been established, which will form the basis of all existing and future partnership working.

2. Purpose of the Guidelines

The purpose of these guidelines is to ensure that:

1. Council approves a partnership arrangement through a business case approach to establish clear evidence of need.
2. To establish appropriate and effective governance and manage performance of the partnership.

Specifically these guidelines aim to highlight the requirement for:

- Clear governance arrangements (approvals, conflicts of interest and reporting).
- Ensuring a clear and agreed objective for each partnership.
- Risks of being involved in the partnership being assessed (on an ongoing basis).
- The need for a documented agreement of each partnership.
- The need for elected members and officers of Council to understand their role in any partnership they are involved.
- Ensuring the partnership remains appropriate and effective.

3. When is a partnership appropriate?

Partnership arrangements are appropriate when they have the potential to achieve:

- Improved value for money – when available resources are used economically, efficiently and effectively.
- Added value – delivering something that is unlikely to be achieved by another form of working arrangement.
- Cross cutting outcomes – outcomes from all partners should be achieved.

4. The Key Ingredients

The key ingredients for a successful partnership are:

- Clear, shared objectives and vision.
- A realistic plan and timetable for reaching these objectives.
- Commitment from the partners to take the partnership's work into account within their mainstream activities.
- A clear framework of responsibilities, accountability and decision-making powers and processes.
- A high level of trust and honesty between partners.
- Realistic ways of measuring the partnership's achievements.
- Conflicts of interest are dealt with quickly.
- Robust exit strategy.

5. Risk assessment and risk management

The Council and its partnerships need to ensure that financial, legal, and reputational risks are managed effectively. Risk management is tied to decision-making processes and good risk management is one of the principal elements of good governance.

Key aspects to consider are:

- Assessing the legality of proposed partnership arrangements.
- Ensure there is sound governance arrangements in place including financial reporting.
- That the Council's representative(s) on the partnership understand their roles and have the appropriate training and support to carry them out.
- A designated member of the partnership needs to be responsible for maintaining a risk register. This risk register will identify the key risks that may affect the partnership achieving its objectives.
- Consider if there is a robust exit strategy in place.
- Check the insurable risk, such as indemnity cover for partner members or public liability.

6. Review and Evaluation of Continuing Council Involvement in Partnerships.

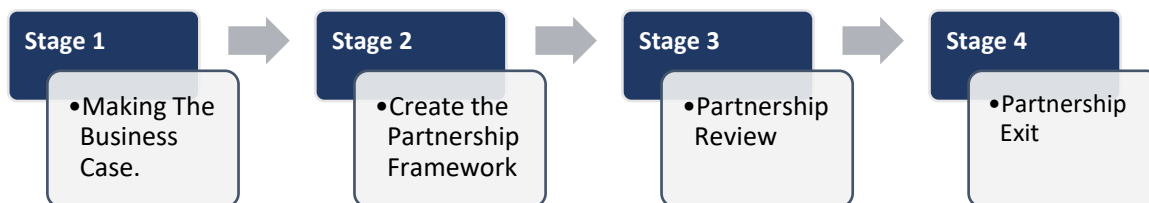
All existing partnerships need to be reviewed annually for continuing relevance to the Council's priorities. There are two aspects to this:

1. Review of the partnership itself; providing assurance that proper systems are in place and that its outcomes and performance are monitored and evaluated.
2. The Council must decide whether its requirements are being met and be assured that the partnership is effective.

The Partnership Register should be updated annually by each Directorate. Although partnerships may be responsible for their own governance arrangements, the Council has a duty to ensure that adequate procedures and processes exist regarding the stewardship of public funds.

7. The Stages of a Partnership

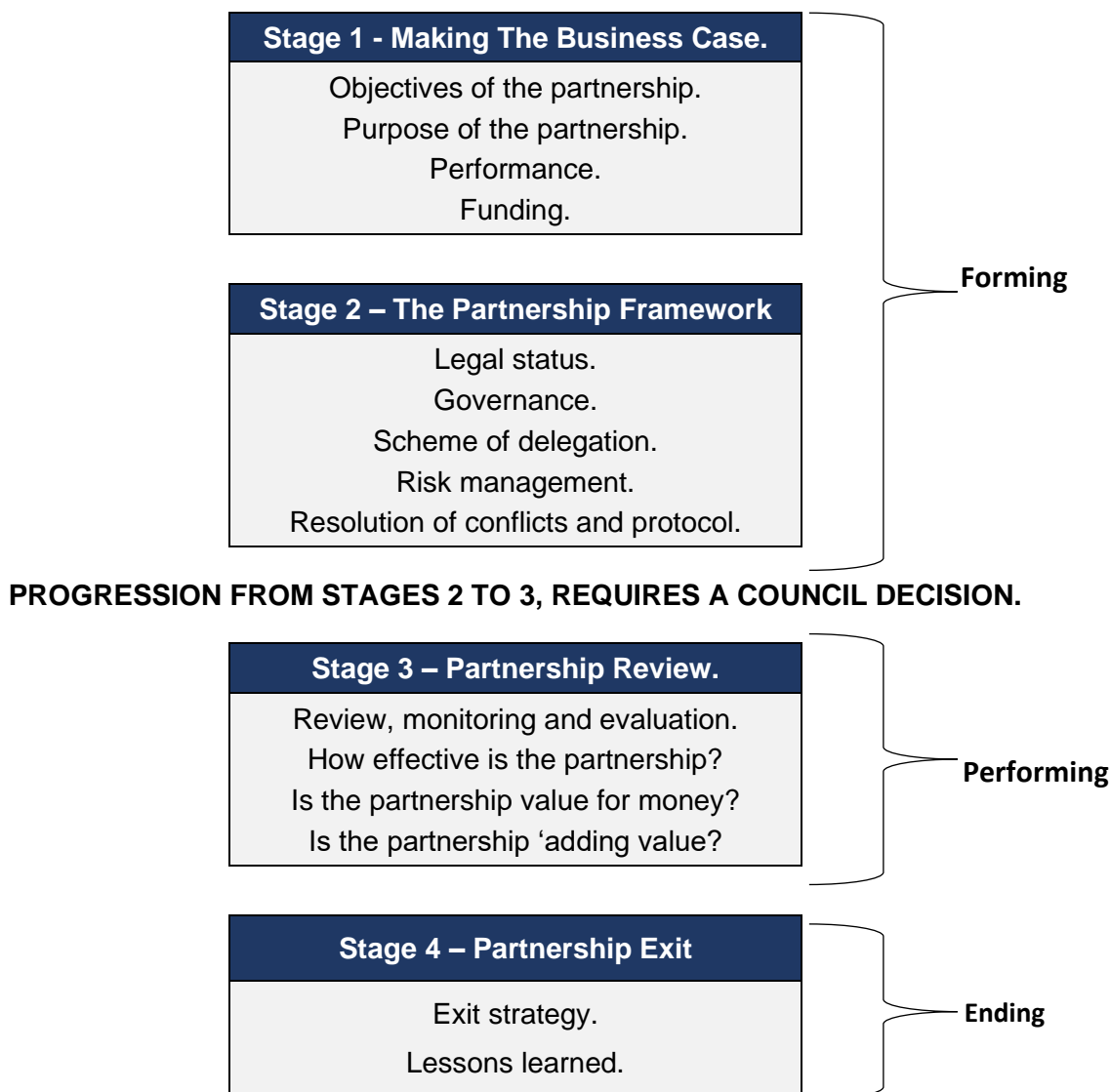
The 4 General Stages to the Establishment and Management of a partnership are illustrated as follows:



Based upon the above model, the partnership is established (subject to the Business Case and Council approval) at the conclusion of Stage 2, allowing for ongoing review prior to the exit point.

8. The Life of a Partnership

The following diagram explains the Life of a Partnership through the stages of forming, performing and then ending.



9. Partnership Documents

To assist in the future development and approval of Council partnerships the following documentation should be used in all cases to supplement a Council report:

- Annex A - Partnership Business Case.
- Annex B – Partnership Agreement.

In addition to the above and to assist in the ongoing management of a Council partnership, the following documentation should be used and included in the suit of Partnership Documents:

- Annex C – General Principles of Conduct for Partnership Working.
- Annex D – Declarations of Interest.
- Annex E – Procedure for resolution of complaints or conflict.
- Annex F – Reviewing a Partnership.
- Annex D – Leaving a Partnership.

Annex A
To Partnership Guidelines
Date May 2023

Partnership Business Case

This template should be completed if there is a business case for setting up or joining an existing partnership.

Partnership Business Case	
Name of Partnership	
Nature of Business Case	
This is concerned with: <ul style="list-style-type: none"> • Setting up a partnership • Joining an existing partnership • Reviewing an existing partnership 	
Reasons for the Partnership	
What are the key aims and objectives of the partnership?	
How do these fit in with the strategic outcomes of the ... <ul style="list-style-type: none"> • Sustainable Community Strategy • Corporate Plan • Local Area Agreement • Other Council plans 	
Which of the Partnership Vision ambitions does / will the Partnership support?	
Has an options appraisal been carried out?	
Partnership Structure	
Lead Council Officer	
Member Representation	
Partnership size	
Partnership type (strategic/statutory etc.)	
Which other organisations will be represented on the partnership?	
Are there any links to other partnerships?	
Governance Arrangements	
To whom is the partnership accountable?	

What is the role of the Council? (e.g. Lead agency, silent partner)			
Does the partnership have a Terms of Reference?			
What is the life span of the partnership?			
Is an exit strategy in place? What is the exit strategy?			
How will the partnership deliver good governance?			
Is there a form of Partnership Agreement that can be used? If not, see Appendix 3.3.			
Legal Arrangements			
What legal status will the partnership have? e.g. Will it become formally incorporated or remain as an unincorporated body?			
Risk Assessment			
Attach the completed risk assessment of the partnership.			
Attach the completed Equality Impact Needs Assessment for the partnership.			
Performance Management and Monitoring			
Will the partnership report performance and progress to the Council? If yes, how often?			
Excellence and Efficiency			
Give examples of how the partnership will deliver:			
Value for money:			
Added Value:			
Resources and funding			
What resources is Council providing in terms of:			
	Cost £	Source (internal/external)	In kind
Finance			
Staff			
Accommodation			
Facilities			
Legal			
IT			
Administration			
Training			
Insurance			
Recruitment			
Advice			
Other			
When is funding for the partnership due to end?			

Are any Council staff being seconded? If so, CCG rules must apply.	
Partnership Register	
Has the partnership been added to the partnership register?	
This business case has been reviewed by the following officers...	
Legal Officer	
Financial Officer	
HR Officer	
Service Director(s)	
Other(s)	
Authorisation	
Business Case must be authorised by the relevant Director.	
Name:	
Job Title:	
Date:	
Contact details:	

Annex B
To Partnership Guidelines
Date May 2023

Partnership Agreement

A Partnership Agreement must address the following headings:

1. **Purpose**
 - List the aims and objectives of the partnership.
2. **Accountability**
 - To whom is the partnership accountable?
 - What does that accountability include?
3. **Terms of Reference**
 - Please list the Terms of Reference.
4. **Roles and Responsibilities**
 - List the roles and responsibilities of each of the members of the partnership.
 - List what the voluntary, business and public sector members bring to the partnership, and areas of partnership activity they will be responsible for delivering.
5. **Membership**
 - What are the membership arrangements?
 - List the members and outline who they representative. Are they from organisations in the public, private or voluntary sectors?
 - Who chairs and vice chairs the partnership?
 - How often is the membership reviewed?
 - How will decisions be taken?
6. **Information**
 - What information will agencies need to share?
 - How will this be done? (Including overcoming any technical or legal barriers)
7. **Code of Conduct**
 - What arrangements are in place for guiding the conduct of officers, Councillors, and members of the partnership?
 - How will declarations of interest be managed? (Appendix 6)
8. **Conflict and Complaints Resolution**

- What processes are in place for resolving disputes that may arise between partners?
 - What is in place for resolving disputes?
9. **Equalities**
- How and when will the partnership carry out Equalities Impact Assessments?
 - What arrangements are in place to ensure that equality is actively promoted?
10. **Scheme of Delegation**
- Who can make what decisions?
11. **Meetings**
- What is the frequency and timing of meetings?
 - What are the chairing arrangements?
 - What are the voting arrangements?
 - What venue will be used?
 - What is the expectation of behaviour in the meetings?
12. **Risk Management**
- What arrangements are in place for assessing and managing the risks associated with the partnership?
 - What are the potential liabilities for the Council?
13. **Performance and Monitoring**
- How and when will performance be reviewed?
14. **Business Continuity Plans**
- Business continuity plans should be developed at the start of the partnership and continually reviewed throughout the life of the partnership.
15. **Legalities**
- What arrangements are in place to ensure that the partnership is not able to commit potential fraudulent or illegal transactions?
 - The legal status of the partnership needs to be clarified.
16. **Exit Strategies**
- Have you got an exit strategy?
 - What are the arrangements for ending the partnership?

All Partnership Agreements should be signed by suitable representatives from each partner organisations and copies should be readily available.

Partnership Agreements should be reviewed annually.

Annex C
To Partnership Guidelines
Date May 2023

General principles of conduct for partnership working

Selflessness

Members of the partnership will serve only the public interest not their own and should never improperly seek or confer an advantage or disadvantage on any person or organisation.

Honesty and integrity

Members of the partnership will not place themselves in situations where their honesty and integrity may be questioned, will not behave improperly, and will consistently avoid such behaviour.

Objectivity

Members of the partnership will make decisions without prejudice and on merit, including when making appointments, awarding contracts, or recommending individuals for rewards or benefits.

Accountability

Members of the partnership will be accountable to the public (where appropriate) for their actions and the manner in which they carry out their responsibilities, and will co-operate fully and honestly with any scrutiny appropriate to their particular office.

Openness

Members of the partnership will be open about their actions and those of the organisation they represent, and should be prepared to give reasons or justifications for those actions.

Personal judgement

Members of the partnership will take account of the views of others, including those of political groups, but should reach their own conclusions on the issues before them and act in accordance with those conclusions.

Respect for others

Members of the partnership will promote equality by not discriminating unlawfully against any person, and by treating people with respect, regardless of their race, age, religion, gender, sexual orientation or disability. They will respect the impartiality and integrity of the local authority's officers and other employees as they abide by dignity at work principles and value the diversity of all partners.

Duty to uphold the law

Members of the partnership will uphold the law and, on all occasions, act in accordance with the trust that the public is entitled to place in them.

Stewardship

Members of the partnership will do whatever they are able to ensure that the organisation they represent authorises use of their resources prudently and in accordance with the law.

Leadership

Members of the partnership will promote and support these principles by leadership, and by example, and will act in a way that secures or preserves public confidence.

Annex D
To Partnership Guidelines
Date May 2023

Declarations of Interest

Interests should be declared before entering a partnership.

Name	
------	--

Organisation	
--------------	--

1 Employment, office, trade, profession or vocation

- You should show every employment, office, trade, profession or vocation that you, your husband / wife or your partner with whom you are living, has to declare for income tax purposes.
- Give a short description of the activity concerned, for example, “computer operator” or “accountant”.
- Employees should give the name of their employer. If you are employed by a company, give the name of the company paying your wages or salary, not that of the ultimate holding company. If you are a partner in a firm or the sole proprietor, give the name of the firm.
- Where you hold an office, give the name of the person or body that appointed you. In the case of a public office, this will be the authority that pays you. In the case of a teacher in a maintained school, the local education authority. In the case of an aided school, the school’s governing body.

Name of employer or body	Description of employment or activity	State whether self, husband/ wife or partner

2 Interests in companies and societies

- You should list the names of any companies, industrial and provident societies, co-operative societies, or other bodies corporate that, to your knowledge, are active in Causeway Coast and Glens and in which you have a substantial interest. You do not need to show the extent of your interest.

You have a substantial interest if you own shares or other securities in the company with a nominal value of more than £25,000 or more than 1% of the issued shares or securities. If there are several classes of shares or securities, the 1% applies to any of those classes. These limits also apply to deposits with industrial and provident societies and co-operative societies.

A company or body corporate is active in Causeway Coast and Glens if it has land or a place of business in that area.

- The requirement also covers shares and securities held in the name of other people, in which you have a beneficial interest.

Name of Company/body

3 Membership of public bodies or other organisations

Name of body or organisation	Nature of its activities	Position held including member, governor, board member

4 Membership of clubs or societies

Name of Club/Society	Nature of its activities

5 Membership of voluntary bodies

Name of Voluntary Body	Nature of its activities

6 Contracts for goods and services in Causeway Coast and Glens

- You should describe all contracts for goods, services or works of which you are aware, and which are not fully discharged, between any body, company or firm and Causeway Coast and Glens Partnership in which you, your relative, the partner with whom you live or your partner’s relative has an interest of the type described above. You need not say what the financial arrangements are, but you should say for how long the contract is.

Description of Contract

7 Land in Causeway Coast and Glens

- You should include any land in Causeway Coast and Glens in which you have a beneficial interest, that is, in which you have some proprietary interest for your own benefit. You should give the address or a brief description to identify it. If you live in Causeway Coast and Glens you should include your home under this heading as owner, lessee or tenant.
- You should also include any property from which you receive rent, or of which you are a mortgagee.
- “Land” includes any buildings or parts of buildings.

Address/description of land	Nature of interest in land

8 Licences to occupy land.

- You should include land in Causeway Coast and Glens which you have a right to occupy, but neither own nor have a tenancy of it. You should give the address or a brief description to identify it.
“Land” includes buildings or parts of buildings.

Address/description of land

9 Other significant or material interests

I, or my husband / wife, relative, partner with whom I am living or relative of my partner have the following other significant or material interests which are relevant to Causeway Coast and Glens Partnership.

I confirm that the above is a full declaration of my interests and undertake to notify of any change.

Signed:

Date:

Name:

Annex E
To Partnership Guidelines
Date May 2023

Procedure for Resolution of Complaints or Conflict

Step 1 - Informal

The problem should be resolved as soon as possible with the complainant and respondent, preferably on the same day or within 14 days of the complaint or incidence of conflict being reported.

Most incidents will hopefully be resolved at this informal stage.

Step 2 – Formal

1. If the problem is not resolved between the complainant and respondent, or if the complainant wants the matter dealt with by someone other than the respondent, then the incident should be reported in writing to the Chair and the Director/Manager of the Partnership.
2. The Chair acknowledges the incident in writing within 48 hours, with a copy to the Director/Manager of the Partnership.
3. The Chair investigates the complaint or incidence of conflict, including interviewing the complainant, the respondent and others to establish the facts. He/she keeps the complainant informed of progress and any possible delays.
4. A written response and personal explanation by the Chair is made to the complainant within 28 days of the start of Step 2, with a copy to the Director/Manager of the Partnership.

If the incident involves the Chair, then it is referred to the Director/Manager of the Partnership.

If the Director is the respondent, the incident will go straight to the Chair of the Board who will appoint an investigating officer.

Step 3 - Review

1. If the complainant is not satisfied with the response then an appeal can be made to the Partnership Board for a review within 28 days of the result of Step 2.
2. The Review Panel should be two or three people none of whom should have been involved with the complaint or incidence of conflict. The Panel should include a member of the Board and an independent person possibly from another organisation who shall act as chair.
3. The convenor of the Review Panel should be a member of the Partnership Board.
4. Ten days' written notice should be given of the Review Meeting. All parties will be given notice and the opportunity to submit papers to the panel. These will be included with the written notice of the meeting.
5. The complainant should be informed that he or she may bring a person of their choice for support.

6. The Review Meeting should be as informal as possible. It is important that the complainant and respondent should be present at the meeting together.
7. After the complainant and the respondent have stated their case they leave together.
8. The Review Panel will then consider its action in private and write to the complainant and the respondent outlining its decision within seven days of the meeting.
9. The decision of the panel is final.

The Partnership will keep a written record of all steps followed and the action taken.

Definitions

'Complainant' is the person who reports the incident to the Partnership.

'Respondent' is the person or chair of the group to whom the complaint or incidence of conflict relates.

Annex F
To Partnership Guidelines
Date May 2023

Reviewing a Partnership

When reviewing a partnership, the following guidance should be used.

Reviewing a Partnership	
Name of Partnership	
Governance	
Risk Management	<ul style="list-style-type: none"> Are there systems in place to assess and manage partnership risk?
Status	<ul style="list-style-type: none"> Is the legal status clarified? Is there a Partnership Agreement in place?
Accountability	<ul style="list-style-type: none"> Where does accountability lie for managing funds? Who is accountable for the partnership? Are financial monitoring arrangements robust?
Staff	<ul style="list-style-type: none"> Are roles and responsibilities clear? Is the code of conduct followed? Does the partnership have sufficient support?
Equality	<ul style="list-style-type: none"> Has the partnership carried out an Equality Impact Needs Assessment?
Performance	
Accountability	<ul style="list-style-type: none"> Does the partnership have an officer accountable for monitoring its performance? Is the partnership monitored against its objectives and outcomes? How frequently is performance reported?
Outcomes	
Efficiency	<ul style="list-style-type: none"> Is the partnership delivering Value for Money? Is the partnership delivering Added Value?
Authorisation	
Business case must be authorised by Service Director:	
Name:	
Job Title:	
Date:	
Contact details:	

Annex G
To Partnership Guidelines
Date May 2023

Leaving a Partnership

This template needs to be completed after the Council has decided to end its working arrangement with a partnership.

Leaving a Partnership	
Name of Partnership	
From what date will / did the Council's involvement with the partnership end?	
Why did the Council's involvement with the partnership end?	
Who decided the Council's involvement with the partnership should end?	
Will the partnership continue without Council involvement?	
Will the Council be involved with a similar partnership again?	
What did the partnership achieve?	
What could the partnership have done better?	
What could the Council have done better?	

Completed by:

Job Title:

Date

Contact details: