



## Significant Partnership Working - Code of Good Practice

Name of governing body: TWAM Strategic Board

Date of approval: September 2019

Date for review: September 2022

# Significant Partnership Working - Code of Good Practice

This Code of Practice aims to provide advice and guidance for partnership arrangements in which TWAM is involved. Its purpose is to ensure that good practice is embedded and practiced throughout all our partnership working. It should be noted that 'no one size fits all'. Judgement will be required to ensure that arrangements reflect the type and nature of each partnership and the level of risk involved.

Working in partnership presents challenges for all involved. It may carry legal, procurement, financial, personnel, reputation and service delivery risks and implications for TWAM and for partners. Sometimes members of a partnership may rely heavily and disproportionately on that partnership to sustain their existence.

## Why work in Partnership?

Bringing people and organisations together helps TWAM to achieve more than it can by working alone.

Working in partnership:

- Achieves shared objectives
- Co-ordinates the delivery of services to the public
- Improves service delivery
- Improves efficiency and value for money
- Shares expertise
- Shares risk
- Opens up new funding opportunities
- Attracts and makes the best use of the resources of all partners □ Provides political and community leadership □ Involves people in decisions affecting them. □ May be a Statutory Requirement.

**The following guidance is designed to assist all who are currently working in partnership or contemplating it.**

**Thinking about these issues in advance of getting involved could prevent problems later!**

## **Definition of a Partnership.**

*“A relationship between two or more independent organisations which is based on trust, openness and honesty and where the parties are working together in a mutually agreed way to achieve agreed outcomes based on their key objectives, which they believe they cannot reasonably achieve alone.*

*Where TWAM is involved, this definition does not include any contractual relationship, the principal purpose or effect of which is the employment or engagement by TWAM of another party to provide it with goods, works or services.”*

## **When planning to work in partnership ensure that:**

- **There is a recognised, agreed and accepted need for the partnership**
- **The benefits of the partnership are clearly defined**
- **The potential risks of the partnership are identified and evaluated**
- **All partners can both contribute to, and benefit from, the partnership**
- **All partners will give as well as take**
- **A clear and realistic vision is established including aims and objectives**
  - All partners are involved, as appropriate, from the outset. Ideas are encouraged from all partners
  - All partners share the vision and values of the partnership
  - Clear aims and objectives are established as appropriate
  - The existing visions of each partner will be served and enhanced, and not compromised or contradicted by the joint aims and objectives of the partnership
- **There is an understanding of the nature and constitution of the partnership and of any legal implications of the partnership**
- It is essential that the different partners all understand the legal implications of the partnership arrangement and the nature of any liabilities they may be incurring.
- **There is commitment to, and ownership of, the partnership by all members**

- To help ensure both commitment and ownership it will be important to encourage ideas from partners and ensure that everyone is involved from the outset.

## **When working in partnership working ensure that:**

- **Trust is developed and maintained**

All partners will:

- Respect each other
- Communicate their views with honesty, integrity and humility
- Nominate a contact person who will take responsibility for the partnership

- **Transparent and strong partnership working arrangements are created**

- Communication and consultation must be effective
- Decision making must be transparent and open
- Roles and responsibilities must be defined in terms of individual and collective responsibilities, including responsibility for decision-making
- Where appropriate, a clear plan of action will be created, with realistic targets and appropriate timescales

- **Progress and potential is monitored and reviewed**

- The partnership will be reviewed and evaluated to ensure its continuing value
- Information is shared with the members of the partnership and the wider sectors that they represent

- **Key risks are managed**

- Clear understanding of practical responsibilities for key risks is agreed
- Procedures are in place to resolve disputes/disagreements
- There is an exit strategy where appropriate. It is essential that the written agreement for any partnership explains how the partnership, or involvement in a partnership, is brought to an end

## **Practicalities to consider when working in TWAM Partnerships:**

For all partnerships, TWAM Lead Officers MUST:

- Use the **Significant Partnership Assessment Scorecard** (Appendix A) to check if the partnership is considered a “significant partnership” and submit to Jackie Reynolds: Head of Finance, Governance and Resource

The **Partnership Scorecard** considers the following practicalities:

- Value of TWAM's exposure
- The partnership's contribution to TWAM objectives
- The possible consequences for TWAM if the partnership were to fail
- Whether the partnership takes decision that are binding to TWAM
- The legal, statutory or regulatory basis of the partnership
- Whether the partnership helps to manage key TWAM risks or is listed as a risk on a TWAM risk register

**“Significant” partnership:**

**For all “significant” partnerships identified via the Scorecard, the TWAM Lead Officer MUST:**

- Ensure a **Governance Checklist** (Appendix B) has been completed with assistance from Head of Finance, Governance and Resource – this will help to ensure key issues have been addressed and that TWAM staff receive support in addressing any improvements required.

The **Governance Checklist** considers more in-depth areas relating to:

- Rationale for the partnership
- Partnership Resources
- Governance Arrangements
- Performance management and public accountability
- Financial management
- Risk Management
- Termination of the Partnership

**For all “significant” partnerships the TWAM Lead Officer MUST:**

- Ensure that any risks associated with a significant partnership are recorded in a manner appropriate to the partnership. This could be a separate risk register or a risk on an existing risk register.

**List of Appendices:**

Appendix A: Partnership Scorecard

Appendix B: Governance Checklist for “significant” partnerships

Appendix C: Memorandum of Understanding

## SIGNIFICANCE PARTNERSHIP ASSESSMENT SCORECARD

<b>Partnership Name:</b>	<b>Completed by:</b>	<b>Date:</b>

Impact No.	Description	Limited significance (Score "1")	Minor Significance (Score "2")	Moderate Significance (Score "3")	Highly Significance (Score "4")	Major Significance (Score "5")	Score
1	Financial value of TWAM's exposure might be calculated in terms of financial contributions, funds managed or reputational risk.	< £20K per annum	£20K to £50K per annum	£50K to £100K per annum	£100K to £250K per annum	> £250K per annum	
2	Relationship to the Corporate Objectives: to what extent is the partnership's success critical to the achievement of a corporate objective?	Limited contribution to corporate, venue or team objectives	Moderate contribution to successful achievement of a corporate, venue or team objectives	Significant contribution to the successful achievement of a corporate, venue or team objectives	Major contribution to the successful achievement of a corporate, venue or team objectives	Essential to successful achievement of more than one corporate, venue or team objectives	
3	What are the consequences (financial / reputational / liability / political) for TWAM of failures of / within the Partnership?	Limited consequences	Moderate consequences	Significant consequences	Major Significance	Potentially extremely damaging	
4	The partnership takes decisions on behalf of or which are binding on TWAM	TWAM takes decisions on behalf of the partnership	TWAM takes decisions on behalf of the partnership	TWAM & the partners take joint decisions on behalf of the partnership.	TWAM has delegated some decisions to the partnership	TWAM has delegated all decisions to the partnership.	

This table assesses whether the partnership should be recorded as a significant partnership. Please enter the score in the last column which most closely represents your partnership.

Answer all applicable questions, using scores of 1, 2, 3, 4, or 5.

Impact No.	Description	Limited significance (Score "1")	Minor Significance (Score "2")	Moderate Significance (Score "3")	Highly Significant (Score "4")	Major Significance (Score "5")	Score
5	Statutory or Regulatory Context: is TWAM required to set up the partnership by law or is TWAM required to set up the partnership in order to receive additional funding / meet a requirement of the assessment regime / statutory guidance.	No legal implications	Written MOU or equivalent	Written MOU or equivalent	Partnership led bid required for funding. Some legal arrangements in place	Partnership Required. Full contractual relationship	
6	Risk: the partnership contributes to the management of risks identified on corporate or venue risk registers.	The partnership does not contribute to the management of high priority risks identified on corporate or venue risk registers	The partnership indirectly contributes to the management of high priority risks identified on a venue risk register	The partnership directly contributes to the management of high priority risks identified on a venue risk register.	The partnership indirectly contributes to the management of a high priority corporate risk	The partnership directly contributes to the management of a high priority corporate risk	
7	Risk: the partnership results in risks to TWAM that are recorded on a risk register other than the partnerships own risk register	No Risk identified		Risks are identified on a venue/team register		Risks are identified on the Strategic Risk Register	
<b>TOTAL</b>							
<b>HIGHEST POSSIBLE SCORE</b>							<b>35</b>
<b>IMPACT SCORE ("Total" divided by "Highest Possible Score" x 100)</b>							<b>%</b>
<b>EVALUATION</b>							<b>Leave Blank</b>

If the impact score is greater than 50% then the partnership is to be deemed 'Significant' and should be recorded as such in the Partnerships Register. Partnerships which are categorised as 'Significant' will need to apply TWAM's Partnerships Code of Practice with appropriate rigour. Partnerships which are categorised as 'Significant' will need to be included within the Annual Report on Partnerships.

All Significant Partnerships must be recorded in the Significant Partnerships Register held by Corporate Governance



## Significant Partnership Working - Code of Good Practice Governance Checklist

Following the designation of a partnership as 'significant', the following questions should be completed by the TWAM Lead Officer in agreement with all partners.

<b>Name of Partnership:</b>	
<b>Names of Partners Involved:</b>	
<b>TWAM Lead Officer:</b>	
<b>Date completed:</b>	
<b>1. Rationale for the partnership</b>	
a	Is there a recognised and accepted need for the partnership?
b	Is the partnership time limited or continuous?
c	What are its agreed aims?
d	Where have they been published?
<b>2. Partnership Resources</b>	
a	Does the Partnership employ any staff?
b	If yes, which partner is responsible for employing these staff and carrying out recruitment checks (incl. DBS checks)?

c	Does the partnership own or lease property, equipment or objects?
d	If yes, which partner is responsible for insurance matters?
e	Does the partnership hold or share with partner bodies any personal details relating to individuals?
f	How does the partnership deal with Freedom of Information requests and data protection requests?
g	Information Sharing Agreement in place?
	(Dated:            )
<b>3. Governance arrangements</b>	
a	What is the legal status of the partnership?
b	Is this documented anywhere?
c	Where applicable, is there an understanding of the legal basis of the partnership by all partners?
d	Where are the accountabilities and roles and responsibilities of the partners set out?

e	Does this incorporate specific funder requirements?
f	Has a Memorandum of Understanding been established and signed by all partners? See Appendix C of TWAM Code of Good Practice – Partnerships
g	How are decisions made and recorded?
h	Where is this process documented?
<b>4. Performance management &amp; public accountability</b>	
a	Are any reviews or audits carried out on the partnership's activities?
b	If so, by whom?
c	and how often?
d	How do you know which partnership targets you are meeting and which you are failing to meet?
e	Who manages and reports progress within the partnership?

f	How often?
g	Are grant monies dependant upon certain performance outcomes?

h	If so, when is the partnership audited by grant awarding bodies?
i	How does this partnership add value?
j	How do you demonstrate this added value to the public?
k	Generally, how effectively does this partnership communicate with the public?
l	How can the public and service users obtain redress when things go wrong?
m	Is there a complaints and suggestions process the public can use?
n	How does the partnership ensure the quality of the data they use to manage and report on their activities?
<b>5. Financial management</b>	
a	Who is the Accountable Body?

b	What are the financial reporting arrangements?
c	Who decides how to spend it?

d	How are these decisions recorded?
e	Can the money be reallocated?
f	Who provides finances for the partnership?
g	Are arrangements in place to fulfil funder requirements?
h	Are any financial audits carried out?
i	If so, by whom?
j	and how often?
k	How do you know whether funds are being well spent?

I	How does the public know that partnership funds are being well spent?
<b>6. Risk management</b>	
a	How often have you considered the risks facing TWAM by being involved in this partnership?
b	Where are these recorded?
c	Who is responsible for ensuring updates?
d	How often does the partnership consider the risks it faces and creates?
e	Is this documented?
f	Who is responsible for ensuring updates?
g	Does the partnership work directly with children and/or vulnerable adults?
h	If so, which partner is responsible for DBS checks?
i	How do you resolve conflicts of interest?

j	Is there a formal Dispute Resolution process written down?
k	Within the partnership, who is authorised to make statements to the Press?

**7. Termination of the Partnership**

a	Is the partnership time limited or continuous?
b	What are the arrangements if/when this partnership comes to an end?
c	Is there a formal Exit Strategy?
d	Or if you decide no longer to be involved - Are there any "trigger points" (e.g. performance, financial) which would cause TWAM or other partners to pull out?
e	How will resources be reallocated back to partners?

## Memorandum of understanding

### DATE:

This Memorandum of understanding ("Memorandum") was signed on the [DATE]

### PARTNERS:

- The Council of the City of Newcastle upon Tyne whose office is at Civic Centre, Barras Bridge, Newcastle upon Tyne NE99 2BN, United Kingdom
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Each of these organisations listed above are hereinafter referred to individually as the "Partner" and collectively as the "Partners".

### RECITALS:

- Newcastle City Council is the lead authority for Tyne & Wear Archives & Museums ("TWAM"), a major regional museum, art gallery and archives service. We manage a collection of nine museums and galleries across Tyneside and the Archives for Tyne and Wear. In partnership with above named Partners TWAM is running the [Project Title] project.
  - The aims of [Project Title] ("the Project") are: List below using bullet points.
  - In [DATE] TWAM (or the name of the lead partner if this is not TWAM) was awarded a grant of £\_\_\_\_\_ ("the Funds") by the [Funding Source(s)] [e.g. *Heritage Lottery Fund*] to implement the Project. The total budget of [Project Title] is £ \_\_\_\_\_ and it is envisaged its duration will be \_\_\_\_\_ months starting on the [DATE]
  - TWAM (or the name of the lead partner if this is not TWAM) has agreed to receive the Funds from the [Funding Source(s)] and to distribute the Funds between the Partners in accordance with this Memorandum only on the basis that it will incur no other liabilities.
- This Memorandum defines and establishes mutual rights and obligations of all Partners in implementing the project.



**ARTICLES:**

**1. Definitions**

- 1.1 The words and expressions defined in the Grant Notification Letter, Contract and Monitoring Documents (“the Grant Agreement”) shall, except where otherwise provided or expressly defined below, have the same meaning in this Memorandum.
- 1.2 The Partners will adhere to the requirements set out in the Grant Agreement which is reproduced at Annex A of this Memorandum even if there is conflict with this Memorandum and in which case, the Partners may agree to waive the specific obligation by written agreement by all of the Partners.

**2. Operative Provisions**

- 2.1 The performance of the Project shall be shared between the Partners according to the expected benefits described in the project plan (the “Project Plan”) reproduced at Annex B of this Memorandum.
- 2.2 The performance of the Project shall be overseen by \_\_\_\_\_ [for example, a Project Board (“the Board”)] comprising [for example, one representative from each of the Partners, the Head of Partner B and the Director of TWAM (“the Project Executive”).] The [Board] will oversee the development of the Project and ensure the Project delivers the benefits expected by the [Funding Provider]. A quorum for any meeting of the Board shall be representation from three of the partners. Any decision made by the Board which affects the performance of the Project or the rights and/or obligations of a particular Partner or the Partners shall be subject to subsequent written agreement and ratification by all of the Partners.
- 2.3 All correspondence between the Partners and the [Funding Provider] pursuant to the Grant Agreement shall be directed through the Project Executive. For the avoidance of doubt, nothing in this Memorandum shall prevent any Partner from liaising with the [Funding Provider] on an individual basis. Proposed variations or amendments to the Grant Agreement shall be discussed and agreed in writing between the Partners prior to submission to the [Funding Provider] for approval.

**3. Financial Arrangements**

- 3.1 The Council of the City of Newcastle upon Tyne for and on behalf of Tyne & Wear Museums is the accountable body for the Project [or other lead partner].

- 3.2 Each Partner shall bear its costs in connection with the carrying out of the Project Plan. These costs shall be in accordance to the Project Plan and the budget provisions (“the Budget”) as described in the cash-flow statements which are reproduced at Annex C of this Memorandum.
- 3.3 Each Partner shall maintain the record of its expenses and activities and shall submit a quarterly partner report to TWAM’s Senior Accountant (“the Project Accountant”).
- 3.4 Each Partner shall provide the Project Accountant with accurate information on its expenses relative to the Project, and will ensure that this information can be validated either by its usual accountant, or by an expert appointed for this task.
- 3.5 Each Partner shall provide all documents necessary for making the grant payment request in accordance with the requirements of the Grant Agreement two weeks prior to the date of the request.
- 3.6 The [Funding Provider] shall make all payments in respect of its financial contribution up to [\_\_\_\_] % of eligible costs. The Project Accountant shall be responsible for transferring the appropriate amount (if any) to the other Partners within fourteen days of receipt.
- 3.7 The maximum amount payable by TWAM to the Partners (including TWAM) shall, in no event, exceed the financial contribution made by the [Funding Provider] (which it is envisaged will be the Funds).
- 3.8 In the case that a Partner does not provide the Project Accountant with its deliverables as identified in the Project Plan or provide them late or provide noncompliant deliverables, such Partner shall not receive its relevant contribution allocation, until it remedies such non-delivery, late delivery or non-compliant delivery.
- 3.9 Each Partner shall indemnify the other Partners in respect of the acts and/ or omissions it makes itself (which shall include its employees and agents) and for any direct and reasonably foreseeable loss which the other Partners incur as a result of another Partner’s failure to perform its duties and obligations either under this Memorandum or under the Grant Agreement.
- 3.10 If the [Funding Provider], in accordance with the provisions of the Grant Agreement claims any reimbursement, indemnity or payment of damages from one or more of the Partners:
  - 3.10.1 Each Partner whose act and/or default has caused or contributed to the claim shall indemnify the other Partners for any sum paid by them in respect of such claim. In the event that it is not possible to attribute default to any Partner the amount claimed by the [Funding Provider] shall be shared by the Partners in the proportions that they are to receive the financial contribution of the [Funding Provider].

- 3.11 Each Partner shall be solely liable for any loss incurred by third parties resulting from the implementation by such Partners of its share of the Project under the Grant Agreement.
- 3.12 Each Partner warrants hereby that it shall make its best endeavours to achieve and complete the Project in accordance with the Project Plan and the Budget.
- 3.13 Each Partner shall be fully responsible for the performance of any part of its share of the work identified in the Project Plan or under the Grant Agreement in respect of the Project.

- The provisions relating to force majeure shall apply to this Memorandum.

#### **4. Termination**

4.1 This Memorandum shall come into effect upon the date stated in the preamble hereof or the date upon which the Partners commenced work on the Project (whichever shall be the earlier) and shall continue until complete discharge of all obligations undertaken by the Partners under the Grant Agreement and under this Memorandum including any amendments or extensions thereto as may be mutually agreed in writing by the Partners.

5.2 No Partner shall withdraw from or terminate this Agreement and/or its participation in the Project unless:

5.2.1 It has obtained the prior written consent of all the other Partners; or

5.2.2 That Partner's participation in the Grant Agreement is terminated by the Funding Provider

5.3 No Partner shall without the prior written consent of all the other Partner assign or otherwise transfer any of its rights and obligations hereunder.

5.4 The Partners agree to use reasonable endeavours to try to amicably settle any dispute arising among them in relation to the implementation of the Grant Agreement and/ or of this Memorandum and for such purpose, to bring the dispute at the appropriate body level. The Parties may elect to resolve by mediation a dispute or difference arising in connection with this Memorandum which cannot be settled amicably. Failing to reach an amicable settlement, the dispute arising out of or in connection with the present Memorandum shall be settled by the courts of England.

#### **6. Intellectual Property**

6.1 Any property rights in the results of the work carried out under the Grant Agreement and this Memorandum shall be owned by the Partner generating the results.

6.2 Each Partner agrees to respect the intellectual property rights relating to the preexisting know how and knowledge of the other Partners. Neither this Memorandum nor a Partner's performance hereunder grants to the other

Partners any rights in the pre-existing know how or knowledge. Any and all Intellectual Property Rights in any pre-existing know-how or knowledge, including but not limited to, software, programs, tools, systems, data, brochures, movies or materials created, or made available by a Partner in the course of the performance under this Memorandum shall remain vested exclusively in that Partner.

## **7. Annexes**

7.1 The following Annexes form part of this Memorandum and their provisions shall have effect:

7.1.1 Annex A – Grant Agreement

7.1.2 Annex B – Project Plan

7.1.3 Annex C – Budget

7.1.4 Annex D – Note on drawdown procedures

## **8. Conflicts and Inconsistencies**

8.1 In the event of a conflict or an inconsistency between any provision contained in the body of this Agreement and any provision contained in its Annexes B, C and D, the provisions contained in this Agreement shall prevail.

8.2 In the event of conflict or inconsistency between any provision contained in this Agreement and the provisions of the Grant Agreement, the provisions of the Grant Agreement shall prevail.

## **9. Variations**

9.1 Any variation to be made to this Memorandum shall only be made with the written agreement of all the Partners.

## **10. Severance**

10.1 If any provision of this Agreement shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement which shall remain in full force and effect to the extent permitted by law.

**11. Waiver**

11.1 No waiver by any Partner of any non-performance by another Partner of any provision of this Memorandum shall constitute a waiver of any of the obligations of the other Partner under this Memorandum.

**12. No Agency or Partnership**

12.1 Nothing in this Memorandum will give rise to any relationship of agency, partnership or employment between the Partners.

**13. Notices**

13.1 Any notice required by this Memorandum to be given by either Partner to the other Partner shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other Partner and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

**14. Jurisdiction and Applicable Law**

14.1 This Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

Signed on behalf of

The Council of the City of Newcastle upon Tyne

By

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Signed on behalf of

[Partner]

By [NAME]

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[POSITION]

[DATE]

Signed on behalf of

[Partner]

By [NAME]

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[POSITION]

[DATE]

Signed on behalf of

[Partner]

By [NAME]

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[POSITION]

[DATE]

## **Annex D – Note on drawdown procedures**

### **Progress Report**

The Central Co-ordinator will liaise with the nominated officer for each Partner to collate the progress report. This will include all information required to complete Sections 1 to 12. This will be provided to TWAM in accordance with the Drawdown Timetable as shown below.

## Grant Payment Request

The conditions of the NLHF grant award require the submission of Grant Payment Request forms. These will be completed and submitted to the NLHF by the Lead Authority on a quarterly basis following the end of accounting period. The Partners are required to provide a drawdown ('Drawdown') to the Project Accountant per the following schedule:

### Timetable for Drawdown submissions to the Lead Authority (TWAM)

	Accounting period	Deadline for drawdown request to TWAM Project Accountant
Claim 1	Expenditure for quarter:	
Claim 2	Expenditure for quarter:	
Claim 3	Expenditure for quarter:	
Claim 4	Expenditure for quarter:	

A similar timetable will be issued to the partners at the beginning of each financial year.

### Drawdown Documents required

Partners are required to submit the following documents:

- Detailed transaction listing with totals
- Completed NLHF 'Summary of invoices' form (see note below). This will be emailed to each Partner as an excel spreadsheet.
- Proof of costs
- Copies of authorised invoices, timesheets to support each item of expenditure on the drawdown.
- copies of authorised volunteer timesheets

NLHF Summary of Invoices excel spreadsheet and electronic template timesheets will be emailed to all Partners. Drawdowns must be provided in electronic format –paper copies will not be accepted.

It is essential that ALL of these are provided with each drawdown request.

### Contact

All questions regarding Drawdown submissions must be made to the Project Accountant at TWAM: [vicky.vyse@twmuseums.org.uk](mailto:vicky.vyse@twmuseums.org.uk)