

# **Memorandum of Understanding & Consortium Agreement**

## **Create Community Wealth**

### **1. Purpose and Scope**

This Memorandum of Understanding (“MoU”) is intended to demonstrate commitment to collaboration within the project Create Community Wealth, which will bring about mutual benefit for the parties involved and the communities of Wester Hailes and Muirhouse.

This MoU defines the relationship between the parties involved in this consortium and sets out roles and responsibilities within this; it sets out how the group will be governed, the duration of the arrangement, principles of working together, and agreed terms and conditions.

The MoU is not a contractual document and does not impose any legal obligation on any party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

### **2. Participating Organisations**

All Creating Community Wealth partners contributing to this project will commit to the MoU by signing this agreement. The participating partners are:

- **xxx** – co-lead partner
- **xxx** – co-lead partner
- **xxx** – partner
- **xxx** – partner

### **3. Partnership Objective**

The Specific Objective of this Partnership is:

To deliver xxx

The project's aims are to xxx

#### **4. Duration**

The MoU is designed to cover the period during which the Partnership is operating and is effective from the date of signing up to the 31<sup>st</sup> December 2022. Project delivery completes on that date but project partners may be required to engage with Creative Scotland beyond this date for evaluation purposes.

#### **5. Roles and Responsibilities**

To manage and deliver the project Create Community Wealth the partners involved agree to the following roles and responsibilities.

**xxx the Co-Lead Partner will be responsible for:**

**[Insert list of responsibilities]**

**xxx as a Co-Lead Partner will be responsible for:**

**[Insert list of responsibilities]**

**xxx and xxx as Partners will be responsible for:**

**[Insert list of responsibilities]**

#### **6. Accountability - Partner Organisations**

It is the responsibility for all partners involved within the partnership to share, inform and secure agreement within their own organisational governance arrangements for the collaborative activity and its full delivery. It will be each partner's obligation to highlight any discrepancy between their own governance arrangements and this collaborative model, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.

#### **7. Partnership Values**

The Partnership relationship will be based on:

- Equality of partner membership
- Mutual respect and trust
- Open and transparent communications

- Co-operation and consultation
- A commitment to being positive and constructive
- A willingness to work with and learn from others
- A shared commitment to providing excellent services to the community
- A desire to make the best use of resources.

## **8. Meetings – Rules**

Partners agree to the Meeting rules set out in Appendix 1.

## **9. Communications**

The Parties commit to communicating openly and constructively and to sharing good practice. Each partner has designated a named person to ensure clear communication and a main point of contact for each organisation.

## **10. Confidentiality and Data Protection**

- The Parties to the Partnership agree to share information with each other where it is relevant and required for the purposes of delivering Create Community Wealth
- The Parties to the Partnership may at times acquire information that is confidential. The Parties must not disclose confidential information for commercial advantage or to disadvantage or discredit other parties to the collaboration or anyone else
- Any personal data obtained or used by any of the Parties in the course of the project shall be gathered and processed in accordance with the General Data Protection Regulation. The only personal data held by any party will be data which is relevant to the needs of the individual. Any personalised data that is collected will be done so in full compliance with the current legislation.

## **11. Funding and Business Arrangements**

All partners agree to progress the agreed model for the duration of the MoU.

- Signing, MOU and SLA etc, paying invoices etc

## **12. Amendments and Dispute Resolution**

**Process of Amendment:**

- Once agreed, the MoU may only be amended by mutual agreement, signed by the authorised signatories of all partners. Once approved, amendments should be attached as annexes to the original MoU.
- The MoU will be reviewed annually by the Partnership at Partnership meeting, or earlier if required. Any changes will be mutually agreed and signed by the Parties.
- The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever. The Parties will therefore be individually liable for any costs arising from amendments to the MoU.

### **Dispute Resolution:**

- Any issues or disputes between individual parties to this agreement which cannot be immediately resolved should be brought to a Partnership meeting
- The Partnership meetings will include a fair representation from each of the Parties.
- All parties agree to follow the dispute resolution process set in place by partners.

### **13. Exclusivity**

As Partners may be building on the professional networks, content and the knowledge base of each other, the collaborative group may agree a level of exclusivity and would require to be consulted, and agreement sought, on the engagement of or involvement with other parties who may operate in similar networks or industry, where that may compromise this agreement.

The Partners will retain in strict confidence any sensitive or confidential information distributed to the members and use it only for the purpose of developing the Partnership and not disclose it to a third party without the prior written consent of the Partnership.

### **14. Intellectual Property**

Any project materials, activities, partnerships that relate to the explicit delivery of all activities and/or services agreed under this MOU shall remain the Intellectual Property of the original authors. Whenever used, the rightful owner will be respected and acknowledged. Any unauthorised use of either party's materials may be subject to the appropriate law.

If a party disengages from the partnership, they are no longer entitled to use such property.

### **15. Key Organisation Contacts**

The key contacts for the Partnership are as follows:

[Insert names and orgs]

## **16. Acceptance**

We the undersigned, as authorised signatories of the Parties to the collaboration, have read and accepted the terms of the Memorandum of Understanding

### **Partners**

<b>Organisation</b>	<b>Contact Name and Role</b>	<b>Signature/Date</b>

## **Appendix 1**

### **Meeting Rules**

- The Partnership will meet regularly: monthly for the first quarter and on a quarterly basis thereafter
- A meeting will be considered quorate when either 75% of the membership or 3 organisations are present, whichever is the larger amount.
- Each Partner will be expected to attend at least 75% of all Partnership meetings during the lifetime of the project. This would normally be the responsibility of each Partner's principal representative or a delegated authority in their absence.
- The Partnership Steering Group meeting will be chaired by WHALE Arts. However this role can also be delegated to any other Partner (as approved by those present at the meeting and in accordance with voting arrangements) should this be required.
- The Partnership shall strive to achieve consensus on all decisions. Where this is not possible this will be put to a vote. Each Organisation will be entitled to

one vote with the majority deciding. If there is an even count then WHALE Arts as lead partner will have the deciding vote. Where an organisation cannot attend the meeting they will be able to submit a vote by proxy in writing or by email no less than 24hrs before the start of the meeting.

- Partnership discussion, actions and agreements will be clearly outlined within the Partnership Minutes.
- Any Partner can call an additional meeting, should this be warranted and be in the interests of the Partnership with at least 7 days' notice.
- All parties agree to be transparent and to declare any potential or actual conflicts of interest at each meeting.
- Where decisions need to be made out with meetings this can be done via email where the named principal representative of the Partnership has received the email and responded.
- Voting will be undertaken on the principles outlined for meetings.
- Any decision taken shall be as valid as though it had been made at a meeting where the partners had all been present. All partners must be notified of the resultant vote or decision within three working days of the final vote being cast.
- Decisions arrived at in this way will be recorded in the minutes of the next Steering Group meeting