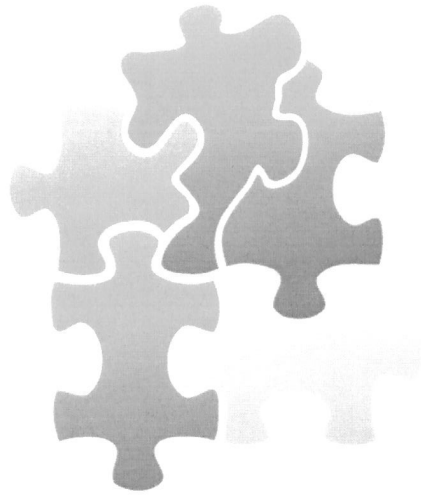


Moray Community Planning Partnership



For services that go together

PARTNERSHIP AGREEMENT

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MORAY COMMUNITY PLANNING PARTNERSHIP AGREEMENT

1. Introduction

- 1.1 It is the duty of the Moray Council to initiate and to maintain and facilitate “Community Planning”¹, the process by which the public services provided in the Moray area are planned and provided after consultation and co-operation among all the public bodies responsible for providing those services and with such community bodies and other bodies or persons as is appropriate.
- 1.2 “Community bodies”² are “bodies or other groupings, whether or not formally constituted, established for purposes which consist of or include that of promoting or improving the interests of any communities (how so ever described) resident or otherwise present in the Moray area”.
- 1.3 “Other public bodies”³ are “public authorities or bodies; bodies which, not being public bodies, have functions of a public nature or engage in activities of that nature; persons or office holders who have such functions and engaged in such activities”.
- 1.4 It is also the duty of The Council, in agreement with the existing Partners, to invite and take suitable action to encourage all other public bodies, the functions of which are exercisable within Moray and such community bodies as the Moray Council thinks fit to participate in Community Planning. The Partnership shall undertake a number of initiatives to engage effectively with all sections of the communities of Moray.
- 1.5 It is the duty of The Council; NHS Grampian; Grampian Joint Police Board; Grampian Joint Fire Board; Highlands and Islands Enterprise; and Communities Scotland to participate in community planning. It is also the duty of these bodies and their office holders to assist The Council in its duties to initiate, maintain and facilitate Community Planning in Moray. The voluntary sector in Moray is also fully committed to supporting and participating in Community Planning in Moray.
- 1.6 This Agreement aims to set out clearly the undertakings given by the partners and the intended basis of the relationship. It is the intention of the partners to operate the Agreement in a spirit of mutual trust.
- 1.7 This Agreement shall not be regarded for any purposes as creating a Partnership between the partners in terms of the Partnership Act 1890.

¹ See The Local Government in Scotland Act 2003.

² See The Local Government in Scotland Act 2003.

³ See The Local Government in Scotland Act 2003.

2. Duration of the Agreement

2.1 This Agreement shall continue on a year to year basis until the Partnership is dissolved in terms of clause 11 (Winding up) of this Agreement.

3. The Partnership

3.1 In order to facilitate Community Planning in Moray the partners have established a Partnership to achieve the agreed objectives and priorities (Schedule 1 Annex to this Agreement). The partners acknowledge the objectives and priorities may change over time as a consequence of developments and changing priorities and they will therefore be kept under review. The partners are:

- The Moray Council (lead)
- Communities Scotland
- Grampian Fire and Rescue Service
- Grampian Police
- Moray Badenoch and Strathspey Enterprise
- NHS Grampian
- Joint Community Councils
- Moray Voluntary Service Organisation
- Volunteer Centre Moray
- Moray Chamber of Commerce
- Moray College
- Royal Air Force

Membership of the Partnership may be extended to other public or community bodies as the existing Partners deem appropriate.

3.2 Each of the Partners shall nominate representatives to serve on the appropriate Partnership's Groups. The responsibilities and remit of each of these Groups is outlined in Schedule 2 Annex to this Agreement.

3.3 The Partnership shall, in so far as it conforms to the approved strategic objectives and priorities of the partners, agree the basis on which public services provided in the Moray area are planned and provided and in particular shall:-

- .1 Agree a strategy to achieve the objectives of the Partnership.
- .2 Agree the programme for, and the method of achieving the agreed objectives and priorities.
- .3 Further the sharing of information among the partners.
- .4 Develop a communications strategy to work with all groups and communities to achieve:

- more organised and influential communities;
- more skilled communities with better access to resources and more control over assets;
- more inclusive communities with wider involvement.

- .5 Review the performance of each partner of its obligations under this Agreement.
- .6 Report to the Partnership on progress in furthering the objectives and priorities of the Partnership as and when required and in a form required by the Partnership.
- .7 Review the objectives and priorities as and when required and in a form required by the Partnership.

3.4 The Partnership shall abide by the following protocols in reaching decisions at meetings:

- .1 Decision-making within the Partnership's Steering and Co-ordinating Groups should be an inclusive process enabling partners to have a say. Decisions requiring a vote shall be taken on the basis of each representative at the meeting having one vote.
- .2 All partners should take due account of the Partnership's context i.e. stakeholder views, Community Planning framework etc in decision-making processes.
- .3 The needs and expectations of stakeholders should be clearly recognised by all partners in the interests of their continuing support.
- .4 All partners shall have sufficient authority to make commitments to the Partnership on behalf of their own organisations.
- .5 In reaching corporate decisions each partner should be aware of how each decision may affect their own organisation.

4. Power to Contract

- 4.1 The Partnership is not a separate legal entity and this Agreement shall not be regarded for any purpose as giving rise to contractual rights or liabilities. Nor shall the Partnership be entitled to enter into any contract or agreement with a third party in its own name.

5. Intellectual Property

- 5.1 Unless otherwise agreed all data, information, plans and reports and any written document created or produced by the Partnership pursuant to facilitating Community Planning in Moray shall be the property of the partners equally.

5.2 Unless otherwise agreed all and any intellectual property rights and data, information, plans, reports and any written material shall vest equally in the partners.

6. Accountability

6.1 The Chief Executive officer (or equivalent) and Executive Directors of each partner organisation shall retain their existing corporate accountability.

7. Management and Administration Arrangements

7.1 The management of the community planning process in Moray is carried out on behalf of the Partnership by the Community Planning Officer (CPO). The CPO is employed by the Council, which has also undertaken to provide funding for the post on a permanent basis. The CPO is based within the Chief Executive's Department of the Council and is line-managed by the Corporate Policy Unit Manager, who also chairs the Partnership's Coordinating Group.

7.2 The administration of Partnership activity is undertaken by staff from within the Chief Executive's Department.

8. Budgets and Resources

8.1 The partners acknowledge that the Partnership is not a separate legal identity and that its successful operation is dependent upon the continued co-operation and provision of budgets by individual partners to fund the Partnership. The budget and resources of the Partnership will be targeted in accordance with the Partnership's objectives and priorities.

8.2 Each statutory partner confirms it is committed to providing resources to enable the Partnership to further its objectives, where they are consistent with the individual partners' objectives and priorities.

8.3 The agreed level of contribution from each of the partner organisations will be made known prior to 31 March for the following financial year. The agreed level of contribution and any subsequent amendments will be authorised by the Chief Executive officer (or equivalent) of the partner organisation making the contribution.

8.4 The level of contribution is conditional upon the continued financial viability of the partner organisations who reserve the right, following reasonable consultation, to reduce or increase the sums available as appropriate. Specifically the partner organisations may transfer within their financial regulations fortuitous or planned savings against budgetary pressures elsewhere or inject additional funding to meet specific cost pressures at their discretion.

8.5 Each year the Partnership will provide to the partners reports on the working of the Partnership as and in the form required by the partners.

8.6 In the event that any partner is not satisfied that the accounts are in accordance with budgets the relevant partner may request a meeting with the other partners in the Partnership with a view to resolving any differences, all parties acting in good faith.

9. Confidentiality

9.1 Each partner will respect confidential information which may become available to it about any other partner as a result of any partners' involvement in the Partnership.

10. Variation

10.1 This Agreement may be varied at any time by agreement between the parties.

11. Winding Up of Partnership

11.1 Any of the partners to this Agreement may at any time given 6 months notice of an intention to terminate their involvement in the Partnership. Should such notice be given all partners will use their best endeavours to arrive at an alternative agreement or an agreed variation to this agreement.

11.2 Should the partners conclude that such endeavours are not likely to be successful this Agreement will be dissolved from a date six months later than the receipt of the notification or such other date as may be agreed between the parties.