

ARGYLL AND BUTE THIRD SECTOR PARTNERSHIP AGREEMENT

0. Introduction and Summary

The Third Sector is the name given to a set of organisations in the voluntary sector ranging from purely volunteer based organisations to social enterprises that generate profit. The dimensions and boundaries of the Third Sector are illustrated in a Sector Landscape diagram - Appendix 3

This Argyll and Bute Third Sector Partnership Agreement (TSP) is to ensure effective collaboration of third sector and community interests in Community Planning Partnership structures and coordination of support services.

This agreement covers:

1. **Joint Working**

The way that Third Sector Intermediaries will work together. The Core Partners (Intermediary Organisations) are; AVA, ABSEN, IJCVS, Bute Community Links

2. **Funding**

How the Core Partners will receive and internally distribute funding provided to the interface (e.g. from Scottish Government).

3. **Representation**

How the Core Partners will work with and support Third Sector organisations to represent the interests of the Sector and local communities. This will primarily be through Community Planning Partnership structures. It will seek to influence local plans, service planning and service delivery. It will also promote the delivery of services by the Third Sector. A representation strategy will be agreed and put in place with the Sector. See Appendix 2

4. **Coordination**

Working with Community Planning Partners to ensure work of joint interest is coordinated and put into action – especially with respect to services that support the third sector

The Interface thus formed by the Partnership, will not cover all relationships that third sector organisations have with statutory agencies. They will continue to have direct links to the services they work with, contract with or seek to influence.

However, the Interface provides a collective voice and representation on issues of joint concern for the sector. It is a way of ensuring all voices are heard.

It provides a coordinated approach to the development of the sector across Argyll and Bute along with Community Planning Partners.

1. Names of included partners

1.1 Core Partners

The Third Sector Partnership is an agreement between the following organisations, hereinafter referred to as the Core Partners:

- Argyll and Bute Social Enterprise Network (ABSEN)
- Argyll Voluntary Action (AVA)
- Islay and Jura CVS (IJCVS)
- Bute Community Links (BCL)

Core Partners are defined as those intermediary organisations based in Argyll and Bute who have agreed with the Scottish Government to work together as the Argyll and Bute Interface and to work with the Community Planning Partnership to deliver the Single Outcome Agreement.

If there are significant changes to the organisation or scope of operation of a partner, their membership of the partnership will be reviewed.

For the purposes of carrying out certain specific duties defined in this Agreement, the Lead Partner is Argyll Voluntary Action

1.2 Membership

The Core Partners will respond to and communicate with the TSP Membership.

Membership comprises any other organisations from the wider Third Sector who join with the Partnership at levels appropriate to their desired degree of involvement. Members will be non-voting except at General Meetings.

Currently it is proposed that there be two levels of Membership:

- **Reference Group Members** – those receiving regular consultations and updates from CPP meetings via email, and with an interest in attending events such as CPP meetings as a third sector representative on behalf of the TSP.
- **Network Members** – those receiving regular consultations and updates from CPP meetings via email, only.

Appendix 1 is a provisional list of those organisations who have expressed an interest in forming the Reference Group, as of 31 March 2010. An up to date list will be maintained on the web portal for Third Sector organisations in Argyll and Bute.

2. Reference Area

The area covered by this agreement is the local authority area of Argyll and Bute.

3. Period of Validity

This Agreement will commence on 1 April 2011, and will have a duration of 3 years until 31 March 2014.

The execution of the Agreement and issues arising will be reviewed by all Core Partners on a quarterly basis, with the intention of ensuring effective operation of the agreement and early identification of changes/improvements that may need to be made and in accordance with 4.4.

4. Purpose of the Partnership and business to be done

4.1 Outcome

The outcome for the Partnership is a thriving Third Sector, well supported and connected which is sustained by a mix of incomes, and which is valued as an equal partner and recognised for the social capital it generates.

The combination of the Third Sector Partnership and the associated commitment from the Community Planning Partnership form the Argyll and Bute Third Sector Interface.

The work of the Partnership is governed by a Delivery Framework across four themes:

- Support to voluntary and community sector organisations
- Promotion of and support for volunteering and volunteers
- Support for social enterprises

- Developing relationships with the community planning partnership

4.2 Outputs

- Infrastructure support to front-line organisations is of good quality, appropriate, timely and available to all.
- Support to volunteers and volunteering across Argyll and Bute and support, information and related advice to volunteer involving organisations
- A conduit for effective two-way communication to disseminate information to consult and engage with the Third Sector
- Effective and authorised representation of the sector on multi-agency groups, influencing local and regional policy development.
- An agreed business plan to ensure clear responsibility for agreed outputs and continued funding from the Scottish Government
- Distribution of Scottish Government intermediary organisation core funding.

4.3 Activities

- The Partnership will support and enable a vibrant and strong third sector in Argyll and Bute, actively engaged in Community Planning, by providing the mechanisms for a more coordinated service across Argyll and Bute
- The Partnership will work to empower and enable communities and, through the wider sector, give all communities the opportunity to influence decisions which affect their lives.
- The Partnership will provide continued quality services to enable and support volunteering within our communities
- The Partnership will inform, advise and support volunteer involving organisations and their volunteers, adding value to the social economy within Argyll and Bute.
- The Partnership will make support available to all Third Sector organisations across Argyll and Bute.
- The Partnership will work to ensure that support is coordinated with the Council and other providers, based on need, delivered in a timely manner and to a recognised quality standard.
- The Partnership will be inclusive and develop mechanisms through which the voice of the wider sector organisations, regardless of size, thematic scope or geography, can be heard at strategic level.

These activities are detailed in an annual work plan agreed between partners that form part of the Delivery Framework.

Organisations working with the Third Sector operate with finite resources and delivery will be prioritised, in partnership with other providers supporting the Third Sector, according to available finance and identified need.

4.4 Scope of work

Before the start of each operational year of the Partnership, the Core Partners will develop and agree the scope and associated roles and responsibilities, for the work covered by this Agreement (Appendix 2).

This scope of work will include best practice guidelines for the engagement and conduct of the Partners.

5 Governance

5.1 Meetings

Frequency

The Partnership will meet quarterly as a minimum with dates set annually in advance.

Those Attending

Those attending will be the Core Partners with others invited by agreement of all partners to provide additional input as appropriate (this may be other third sector organisations or 'experts' in particular fields).

In addition, the following may be invited to attend as required to ensure the coordination of work between the Third Sector Partnership and these organisations;

- key officers from Community Planning Partners
- national Third Sector organisations
- representatives from each Local Area Community Planning Group
- representatives from the CPP thematic groups.

These invitees will not have voting rights on Partnership Agreement matters.

Additional meetings to address consultation events and focus groups can be organised as required.

A Chair from one of the Core Partners will be agreed for each meeting. They will coordinate all preparations for the meeting ensuring timely distribution of agenda and associated papers so that partners have sufficient time to consider items for discussion. An independent chair can be appointed with the agreement of all Core Partners.

External partners or organisations wishing to contact the Partnership or ask for items to be considered by partners should initially contact the Lead Partner, who will ensure that these are passed to the other Partners on receipt.

Past agendas, papers and minutes of meetings will be available to the public via the web portal.

5.2 Agreement and Disputes

Core Partners will reach agreement by consensus on decisions to be taken. There may be occasions where Core Partners agree to vote on a decision or a course of action. Votes will be cast through the Chair and any matter will be decided by a simple majority.

Agreement and decision making must give respect and due regard to the core business or statutory functions of the Partner organisations. All relevant information must be circulated prior to the meeting. Any decision which will commit the resources (human or financial) of a Partner, must be referred to the Partner's Board of Trustees for ratification.

The Partners will work cooperatively to avoid disputes. However, in the event of a dispute between two Partners, the Partners will discuss and agree a mediation process.

5.3 Notices

Any notices or communication which has a material impact on terms of this Agreement, shall be in writing either via letter or e-mail.

6. Distribution of Scottish Government Core Funding

In compliance with Scottish Government instructions, and when requested to do so, the Lead Partner will receive those sums of money due to Partners as core funding, and arrange for the remittance of these sums to each Partner.

The allocation to each partner and any conditions over and above those specified by the Government will be subject to separate agreement. The Lead Partner will make no adjustments to allocations once agreed, but will be obliged to withhold payment if conditions agreed with Scottish Government or between partners are not met so that any funding commitments made by the partnership are properly fulfilled.

Notwithstanding the foregoing, there will be a need for reporting which demonstrates a quality service and therefore each Partner will be responsible for reporting against agreed criteria so that the Partnership presents a full picture across all activities of partners that are covered by the scope of this agreement and the Third Sector interface. The Lead Partner will collate information provided by all partners and ensure timely submission to the relevant body.

7. Insurances and Liabilities

7.1 Insurance

Each Partner shall ensure that they have in place all necessary insurances for any activities they undertake under this agreement. Each Partners insurances and liabilities limitations apply and no Partner will hold another liable for anything such as accidents, damage, poor work, unless there is neglect. Claims will be made against the Partner's own insurers.

7.2 Named Individual – Core Partners and Reference Group

In order to ensure that Partners are aware of and can meet their obligations, each Partner will, prior to the effective date, appoint at their expense, a 'Named Individual' to serve as the single point of contact, single point of responsibility and single point of accountability for their organisation within the Partnership; the name and contact details of the Named Individual shall be sent in writing to the Lead Partner and any changes must be notified to the Lead Partner as soon as possible. The Named Individual shall coordinate the activities of each Partner in matters relating to this agreement and shall liaise with the Lead Organisation to ensure that all agreed services and associated requirements are carried out efficiently, effectively and timeously.

8. Quality Management

8.1 Quality system

Partners will have systems in place to monitor and manage quality, performance and improvement using EFQM. Where this identifies improvements related to the Partnership, Partners agree to share outputs for improvement with the Partnership and CPP.

8.2 Self-Assessment arrangements

The Partnership will annually undertake a self assessment and review of its procedures and operation.

9. Review of the Partnership Agreement

The Partnership Agreement will be reviewed on a quarterly basis. If Partners wish to suggest changes or amendments they will put this in writing to all Core Partners prior to the meeting, to be considered at a quarterly meeting and agreement reached in accordance with para 5.2. If changes or amendments are made then all Members will be informed.

10. Complaints

The partners will agree a separate complaints procedure to ensure that any complaint made against one of the partners is handled in a manner that secures quick resolution in a fair and open manner.

11. Withdrawal and Expulsion

11.1 Withdrawal

In view of the grant funding consequences of the Partnership, no Core Partner may withdraw from the Partnership without the agreement of all remaining Core Partners. Any request to withdraw from the Partnership will be raised at the quarterly review meeting as appropriate with sufficient notice given so that any transition to a revised partnership can be properly managed.

11.2 Expulsion

In the event the Partnership wishes to expel a Core Partner for whatever reason – this can only be done with the approval of all remaining Core Partners. Grounds for expulsion may include, but not be limited to, gross misconduct, negligence, fraudulent behaviour or actions likely to compromise the future of the partnership.

12. Termination

The Agreement can only be terminated by agreement of all Core Partners and in accordance with 11.1.

13. Equality and Diversity

All partners and the Partnership are committed to providing support and services in line with Equalities and Human Rights legislation and will ensure that the impact of their activities is assessed to ensure that they do not unwittingly discriminate on different communities, individuals or groups of population.

Date:

Approved:

.....ABSEN

.....IJCVS

.....Bute Community Links

.....Argyll Voluntary Action

Appendix 1 – Initial List of Members expressing interest in Reference Group

These organisations and many others are now linked to the Third Sector Partnership via the seven Voluntary Sector Fora that the partnership operates across Argyll and Bute.

Reference Organisations April 2011
ABSEN
ACOSVO
Argyll & Bute Citizens Advice Bureau
Argyll & Bute Rape Crisis
Argyll Befrienders for Children
Argyll Voluntary Action
Argyll Womens Aid
British Red Cross Society
Bute Community Links
Coll Development Trust
Community Care Providers Scotland (Voluntary Sector Social Services Workforce Unit)
Contact the Elderly
Cove Community Representative
Cowal Community Care Forum
Cowal Elderly Befriending Scheme
Craignish Community Company
Crossroads North Argyll
Disability Alliance Scotland
Dunals Charity Trust
Family Mediation Services
Ford Community Trust
Friends of Loch Lomond and the Trossachs
Fun First
Fyne Families
Garelochhead Community Representative
Geilston Hall Management Committee
Girlguiding Argyll
Headline Helensburgh
Helensburgh and District Civic Society
Helensburgh and Lomond Community Care Forum
Helensburgh and Lomond Highland Games Committee
HomeStart Lorn
Islay & Jura CVS
Jigsaw
Kintyre Recycling
Lachlan Miller Trust
Laggan Community Council
Lomond and Argyll Advocacy Service
Lorn and Oban Reuse Initiative
Mid Argyll Community Enterprise Ltd
Mull and Iona Community Trust
North Argyll Carers Centre
North Argyll Voluntary Car Scheme
Oban Saints
Oban Youth Café
PACCT
Port Bannatyne Village Enhancement Group
Project Playparks
Route 81 Youth Project

Sports Scotland
SSAFA Forces Help
The Cadispa Trust
The GRAB Trust
Tiree Development Trust
Voluntary Arts Scotland

Note on Core Partners

AVA / BCL / IJCVS Councils of Voluntary Service provide support to third sector organisations in the form of training, advice on running voluntary organisations, governance, seeking funding and raising issues for the sector.

ABSEN

Social Enterprise Networks, are groups of social enterprises who come together to share good practice and support each other in the the development of businesses which undertake trading activities to generate profit which is ploughed back into their charitable activities and/or local communities. In Argyll & Bute, ABSEN formed itself into a company limited by guarantee in order to access Service Level Agreements and grant funding.

Volunteer Centres (part of the functions of AVA), support the recruitment, training, support and use of volunteers and volunteer using agencies.

Appendix 2

Scope of Work of the Partnership

A key principle for the Partners working together for the provision of the services is that the Partners individually and collectively commit to making this Partnership a success.

In order to fulfil and deliver the outcomes, outputs and actions under section 4 of the Partnership Agreement, the Partners undertake to develop processes, systems and procedures as follows:

1. Representation

1.1 A Strategy for Representation will be based on the following principles:

- Responsibility – to all third sector organisations, and to public sector partners
- Accountability – to confirm actions or decisions taken or entered into on behalf of the third sector, and to ensure due consultation process has been undertaken
- Respect – for the roles, responsibilities and confidentiality, where appropriate, of all partners
- Openness and transparency – ensuring that representation is clearly that of the wider third sector and not of any single organisation.

1.2 Subject to funding being available, provide an infrastructure for securing third sector representation at strategic and community planning level and on such other bodies as may be deemed appropriate. As a minimum, this will include representation at all pan-Argyll and Bute, thematic and local CPP meetings and other key partnership events.

1.3 Act as a mechanism for reporting to and from the wider social, third sector and community sector on Partnership issues by third sector representatives and key partners. Facilitate a combined approach and response by the sector to national and local consultations, participation and involvement in policy and service development.

Seek to strengthen cooperation and collaboration between organisations and other networks and partnerships.

1.4 Continue to support and develop Third Sector Fora (TSF) throughout Argyll and Bute, accessible to all irrespective of location, as an important means of disseminating information, discussion and collection of opinion. Fora already exist in five areas and the Third Sector Partnership will endeavour to increase the number of fora to ensure organisations across Argyll and Bute have equitable access to a forum within their area. However, in addition, other existing local structures and organisations already formed for similar purposes, are recognised as complementary to TSFs and the Partnership will ensure that these groups are part of the network of local bodies and organisations that connect to the CPP.

1.5 Anyone undertaking a representational role shall be trained and conversant with Representation role and responsibility as set out within CVS Representation training document.

1.6 The Third Sector Partnership commits to encouraging third sector organisations to participate in representation and voicing their views, concerns and aspirations and to enabling this process within the context of the limited resources at their disposal and taking into account the stated decision that Argyll and Bute CPP will not fund representation from the third sector.

2. A Stronger Third Sector

2.1 Support and sustain the work of the infrastructure organisations to develop a strong, viable and sustainable third sector in Argyll and Bute. This will entail ensuring that all the elements of this scope of work are progressed and integrated and made available equitably to everyone in the Third Sector.

An important challenge will be to ensure sustainability at a time when it is expected that there will be less funding available to the Sector. Thus, the Partnership will have an important role in identifying new opportunities for the Third Sector to deliver public and community services giving best value and effectiveness.

3. Communication

3.1 The Partnership will utilise a range of communication methods including digital, person to person, telephone and local fora, and advocates the availability of video-conferencing to ensure that remote and island communities and organisations have equitable access.

3.2 The Partnership will share resources to further develop the web portal for the third sector in Argyll & Bute into a respected and credible one-stop shop for information, advice and support. Notwithstanding para 3.1, the intention is that the web portal becomes the primary means of communication and information dissemination.

3.3 A communication protocol will be developed to ensure that information is passed in a timely manner to those interested and affected, and to feedback, similarly in a timely fashion, views, opinions and other responses germane to that information. CPP Partners will be encouraged to ensure that information in the way of meeting agenda, papers to be read, minutes of meetings, etc are issued in sufficient time to allow the communication protocol to function.

4. Training

The Core partners will work together to identify and progress training opportunities on a cooperative basis agreeing a programme of events and developing materials for use by all partners.

The success of the coordinated approach will be used by partners as evidence in securing future funding should other funding become available.

Training will continue to be promoted via the web portal and appropriate links established to Skills Development Scotland (Learndirect search engines).

5. Needs Assessment

Ongoing activities including Community Engagement Projects and Third Sector Fora will provide data on Sector support needs. Community Planning Partners will be requested to provide any statistical data relevant to defining needs. The use of a variety of methods and data sources will help to ensure that the Partnership will be able to present credible information to support good decision making by the CPP, CPP partners and Third Sector Partnership itself. The Partnership will, with the Council and others, regularly scrutinise the overview of sector support needs to ensure that information is current and if necessary work together to undertake specific surveys of Sector support needs.

6. Scorecarding/performance management

Within its partnership with Argyll and Bute CPP, the Third Sector Partnership will report performance and outcomes giving quantitative and qualitative data to contribute to the Pyramid Framework enabling progress and performance to be measured against the Single Outcome Agreement. Where possible, generic reporting will be utilised, as Partners will also be reporting to other bodies (e.g. Scottish Government, BIG Lottery etc)

7. Single Outcome Agreement

The Third Sector Partnership identifies its contribution to the Single Outcome Agreement and to the priorities within that document and takes these fully into account when identifying its own and intermediary organisational priorities.

8. Scottish Government Core Funding

The Third Sector Partnership commits to progressing a dialogue to determine how funding and resources are equitably distributed and to agreeing priorities for future funding. The Scottish Government has set parameters but it will be up to the intermediaries themselves to decide upon local distribution within the Core Partners. This process and the decisions based thereon will be facilitated where appropriate and amongst other factors, must take account of population and rurality indicators.

The Partners will work together to ensure the best settlement for Argyll and Bute from the national allocation of funding to support the third sector.

9. Collaborative Working

Each of the Partners commits to sharing their existing business and work plans to identify where resources might be shared, if efficiencies can be achieved and to strive to ensure best value for the wider third sector and other stakeholders. They will work to identify key priorities, informed by the sector, and to achieve a new and co-ordinated infrastructure support mechanism through working together. We will seek to manage the increased expectations of the sector from statutory partners by continuing to build good working relationships.

The core strands of work of the intermediary organisations are:

1. Volunteers support services
2. Volunteering
3. Support and advice to community organisations
4. Support to new, emerging and existing social enterprise organisations

Each intermediary has its plan based on local need and demand. By working together, we will be able to identify more clearly how a collaborative approach meets the priorities of the Single Outcome Agreement and other local drivers. Through a shared approach, we aim to achieve equity of access and support across Argyll and Bute and a fit for purpose infrastructure which continues to provide services in response to local need.

10. Coordination of Support Services

The Partnership will participate with Argyll and Bute Council and others in the coordination and planning of support services to the Third Sector in Argyll and Bute, covering all aspects from volunteering through to social enterprises delivering services (either independently or contracting for others) (see Appendix 3).

There are also organisations operating at a national level that provide support and advice to third sector organisations or who seek input from a third sector perspective to their work. The links between these organisations and providers locally will be coordinated by the Partnership.

Services will be jointly planned and coordinated based on identified need and to ensure most effective use of the available resources. A joint work plan for Argyll and Bute will pull together actions from all the providers based in the area so that there is one coordinated plan with lead organisations.

Each of the organisations contributing to the plan will jointly promote and market the programme and work together to direct organisations needing support to the most appropriate provider, whether local/national or public, private or third sector.

11. Development of Best Practices

The Partnership will develop guidelines and best practices for the conduct of the Partnership.

11.1 Conduct Standards Members are expected to behave in accordance with the contractual obligations and key principles of their organisation. Core principles that all Partnership members are expected to adhere include:

- Respect and value each other's contributions
- Generally reach a consensus through focused discussion
- Learn from each other and from experience
- Develop openness and trust

11.2 Key local and national drivers

Third Sector Partnership members are aware that the Partnership is signed up to the following local and national key drivers.

- Achieving our Full Potential
- Argyll and Bute Community Engagement Strategy
- Argyll and Bute Community Plan
- Argyll and Bute Single Outcome Agreement
- Better Health, Better Care
- Early Years Framework
- Equally Well
- National Volunteering Strategy
- SG Enterprising Third Sector Action Plan
- Thrive and Connect (CVS)

12. Advocacy

The role of advocate for the Argyll and Bute Third Sector on a national stage is important and will be coordinated by the Partnership. Agreed representation on specific topics will be led by the most appropriate Partner with support from others involved.

Appendix 3 - Sector Landscape

Sector Landscape

