SECTION 10
PARTNERSHIP WORKING

CHAPTER 10.1 - PRINCIPLES OF PARTNERSHIP WORKING

10.1.1 Introduction

Partnership working is playing an increasingly important role in the future of policy development and service delivery for the public sector. Partnerships can bring significant benefits. They can provide flexibility, innovation and additional financial and human capital resources to enhance service delivery to the community. However partnerships also bring risks. Working across organisational boundaries brings complexity and ambiguity that can generate confusion and weaken accountability. The public needs assurances that public money is spent wisely in partnerships and it should be confident that its quality of life will improve as a result of this form of working.

In order to ensure a consistent and efficient approach to partnership working all partnership activities shall be undertaken in accordance with the Council's Partnership Protocol, set out in Chapter 10.2.

The Council's partnership arrangements are recorded on the Partnership Register which is available to view on the Council's website, www.wokingham.gov.uk

10.1.2 Arrangements to Promote Well Being

The Council or the Executive, in order to promote the economic, social or environmental well-being of its area, may:

    a)   enter into arrangements or agreements with any person or body;

    b)   co-operate with, or facilitate or co-ordinate the activities of, any person or body; and

    c)   exercise on behalf of that person or body any functions of that person or body.

10.1.3 Power to Enter Partnerships and Joint Arrangements

    a)   The Council may establish joint arrangements with other organisations towards the efficient and effective delivery of its services. Such arrangements may involve the appointment of a joint Committee with these organisations. The Council shall be responsible for appointments to these joint Committees.

    b)   The Executive may establish joint arrangements with one or more local authorities to exercise functions which are Executive functions. Such arrangements may involve the appointment of joint Committees with those other local authorities. The Executive shall be responsible for appointments to these joint Committees.

    c)   Details of partnership arrangements shall be set out within the Partnership Agreement and shall include the provisions required by the Partnership Protocol which is set out in Chapter 10.2. Any decision-making and budgetary powers to partnerships and Joint Committees shall be agreed by the Council or Executive as appropriate.

10.1.4 Access to Information

The Partnership Protocol (Chapter 10.2) sets out issues to be considered in respect of access to information.

10.1.4.1

If all the Members of a joint Committee are Members of the Executive in each of the participating authorities then its access to information regime is the same as that applied to the Executive.

10.1.4.2

If the joint Committee contains Members who are not on the Executive of any participating authority then the access to information rules in Part VA of the Local Government Act 1972 will apply.

10.1.5 Delegation to and from Other Local Authorities

The Council may delegate functions to another local authority or, in certain circumstances, the Executive of another local authority.

10.1.5.1

The Executive may delegate Executive functions to another local authority or the Executive of another local authority in certain circumstances.

10.1.5.2

The decision whether or not to accept such a delegation from another local authority shall be reserved to the Council.

10.1.6 Contracting Out

The Executive may contract out to another body or organisation functions which may be exercised by an Officer and which are subject to an order under section 70 of the Deregulation and Contracting Out Act 1994, or under contracting arrangements where the contractor acts as the Council's agent under usual contacting principles, provided there is no delegation of the Council's discretionary decision making.

CHAPTER 10.2 - PARTNERSHIP PROTOCOL

10.2.1 Introduction
Partnership working is playing an increasingly important role in the future of policy development and service delivery for the public sector. It is important to understand that partnership working at any level, however small or seemingly insignificant, may carry important legal and financial implications for the Council.

Working in partnership is key to the Council to achieving its strategic priorities and delivering its vision for the Borough. This Protocol is divided into two sections. The first covers the governance arrangements that need to be in place to ensure that the Council's engagement in Partnerships is meeting its objectives. The second is to provide guidance to Partnerships on governance. In most instances the Council will be a leading body in the Partnership and may even have responsibility for setting up the Partnership. This section provides guidance to those setting up partnerships and should be shared with Partner organisations.

This Protocol sets out the principles by which partnerships should be governed. The Council engages in a wide variety of partnerships and these may vary in size, service area, membership and function. These principles of good partnership governance are scalable to apply to all partnerships. Detailed guidance is provided in the appendixes.

This protocol aims to ensure that in partnership working:

a)   the Council is clear about the purpose of its partnerships and the expected outcomes for the people of Wokingham Borough;

b)   the Council's own agreed priorities and objectives are being met;

c)   there is clarity about accountability and responsibility for outcomes;

d)   partnership activity and outcomes are monitored, reviewed and evaluated to make best use of resources;

e)   risks for the council, and for the partnership, are assessed and agreed;

f)   each partnership remains committed to its agreed purpose during its lifespan and has in place an effective exit strategy.

Figure 1 below illustrates how this document links to other corporate planning documents which support the effective delivery of the Council's corporate objectives.
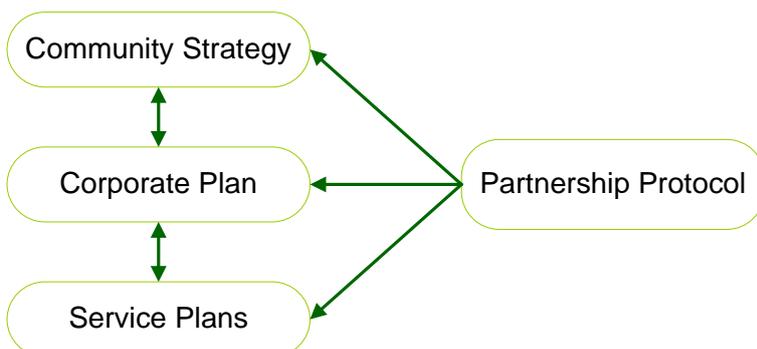
10.2.2 Definition of Partnerships

The term partnership can encompass a wide range of collaborative arrangements. The Council defines a partnership as:

"a group of stakeholders brought together from a range of organisations, to be responsible for tackling mainly long-term challenges and opportunities in which they have a shared interest."

10.2.2.1

The Audit Commission describes partnerships as a joint working arrangement where the partners:

a) are otherwise independent bodies;

b) agree to cooperate to achieve a common goal;

c) create a new organisational structure or process to achieve this goal separate from their own organisations;

d) plan and implement a jointly agreed programme, often with joint staff or resources;

e) share relevant information; and

f) pool risks and rewards.

10.2.2.2

This protocol is only concerned with arrangements where the Council is 'working with' other parties towards 'joint objectives'. These partnerships are generally about benefiting the community and not making a profit, therefore the types of partnership arrangements covered are:

a) strategic alliances (formal forums, joint committees, management committees);

b) partnerships required or covered by law (Crime and Disorder Act 1998, Health Act 1999, Local Government Act 2000);

c) not for profit organisations that are conducted for the benefit of the community (charities; trusts; companies limited by guarantee);

10.2.3 Applicability of Protocol

This Protocol is not applicable to:

a) groups where the Council has direct control over budgets or decision making;

b) informal groups set up to discuss and consider specific topics (consultation groups);

c) appointments and / or financial commitments to outside bodies where the Council has no strategic or policy function;

d)   partnerships created with a view to making a profit, which are subject to the Partnership Act 1890;

e)   Private Finance Initiatives (PFI) and;

f)   contracts and arrangements where the Council simply pays other organisations to deliver a service or goods and vice versa.

10.2.4 Statement of the Council's Partnership Principles

The Council is prepared to invest significant resources in partnerships that directly contribute to achieving the strategic aims and objectives of the Authority. The level and duration of any such investment will be assessed on a case-by-case basis, taking account of the business case supporting investment and the expected benefits and risks. The Council will decline involvement, or withdraw involvement, in any partnerships that do not deliver benefits for the Authority or its communities or in cases where the costs of involvement outweigh the benefits, or if the added risks cannot be managed properly.

10.2.5 Why Does the Council Enter into Partnerships?

The number of partnerships the Council is involved in is growing both in response to central requirements and as a result of local initiatives. Partnership working is a potentially powerful tool for tackling difficult policy and operational problems that local agencies face. It can also be a productive way of achieving a more efficient and effective use of scarce resources.

The Council may be drawn into partnership working for a number of reasons:

a)   to deliver coordinated packages of services to individuals;

b)   to tackle cross-cutting issues;

c)   to respond to an identified strategic or operational issue which might be too big, or multifaceted to achieve in isolation;

d)   to reduce the impact of 'silo-working';

e)   to maximise limited funds and / or to bid for, or gain access to, resources;

f)   to fulfil a statutory requirement; and

g)   to meet a community need for which no one agency is responsible.

10.2.6 What Benefits do Partnerships Bring?

If planned and developed properly, partnership working can bring the following significant benefits to the delivery of services:

a)   **Greater Impact –** Increased benefits for people, businesses or communities served; greater contact with harder to reach communities; greater critical mass – ability to reach and deliver beyond capabilities of any one partner.

b)   **More Resources -** Able to attract public funding where policy requires partnership bids and evidence of partner ability to deliver joint projects (not available to single organisations) ; strengthened negotiating power.

c) **New better ways of working -** Innovation: new / more effective ways of doing things; new perspectives and challenging views within the partnership; improved intelligence about needs and opportunities.

d) **Spread risk -** Complementary strengths, resources, perspectives; greater flexibility within a team.

e) **Reduce Risk -** Pool resources; share costs of common functions (in promoting and delivering services, in common systems e.g. for quality, use of the internet etc).

10.2.7 What Are The Potential Risks To The Council of Partnership Working?

The Audit Commission has identified a number of common weaknesses in the way in which public sector partnerships operate:

a) failure of partners to understand the extent of their involvement in partnerships, or their implications, including their financial and legal liabilities;

b) the partnership can operate in isolation, duplicating effort and activity;

c) weak alignment between partnership and corporate plans, targets and delivery; poor links and co-ordination between partnerships and between umbrella partnerships and their sub groups. A lack of formal arrangements for partnership representatives to report back on partnership activity;

d) a lack of monitoring or evaluation of the effectiveness and impact of partnerships; limited use of impact or outcome measures; inadequate use of SMART action plans, progress monitoring and reporting tends to focus on input and activity targets rather than outcomes;

e) a lack of monitoring or evaluation of the contribution of partner organisations; limited opportunities or willingness to challenge the performance of partners or give feedback on their performance;

f) underdeveloped arrangements for scrutiny of partnerships by corporate processes;

g) insufficient thought given to planning an exit strategy. Partners should clarify the management of any continuing financial liability, the ownership of any assets and arrangements for disposal in order to avoid the risk of future legal disputes, or of the accountable body (often the Council) becoming liable by default;

h) a lack of formal systems for recording conflicts of interest or for assessing the risks of funding proposals; and

i) partners may not be adhering to the standards and protocols expected of them in the corporate sphere.

10.2.8 Key Controls for Partnership Working

In accordance with the Council's approach to the management of risk, governance requirements should be appropriate to the risks involved. The Council has therefore

adopted a partnership assessment with different governance arrangements depending on the Council's exposure to risk.

10.2.9 Partnership Categorisation System

The Council is involved in many different partnerships all of which vary in size, service area, membership and function. They include voluntary and statutory partnerships, executive and non-executive partnerships and strategic partnerships relating to service delivery.

This protocol has been designed to guide users through a process and is therefore not specific to any one partnership or purpose. The Council acknowledges that there is no one-size-fits-all model of governing partnerships; the governance arrangements placed on a partnership should be proportionate to the risks involved and appropriate to its circumstances, level of complexity and the Council's resource commitment (both financial and non-financial).

With this in mind, the Council's partnership arrangements are categorised as either Major, Medium or Minor in terms of the Council's input, the partnerships process and the impact of the outputs and outcomes i.e. greater governance requirements are placed on partnerships where the Council has a major interest.

Partnership Risk Assessment

Input	Processes	Outputs/ Outcomes
Officer Time	Complexity	Corporate Priorities
Financial Contribution	Risk	Consequence of Failure
	Authority	
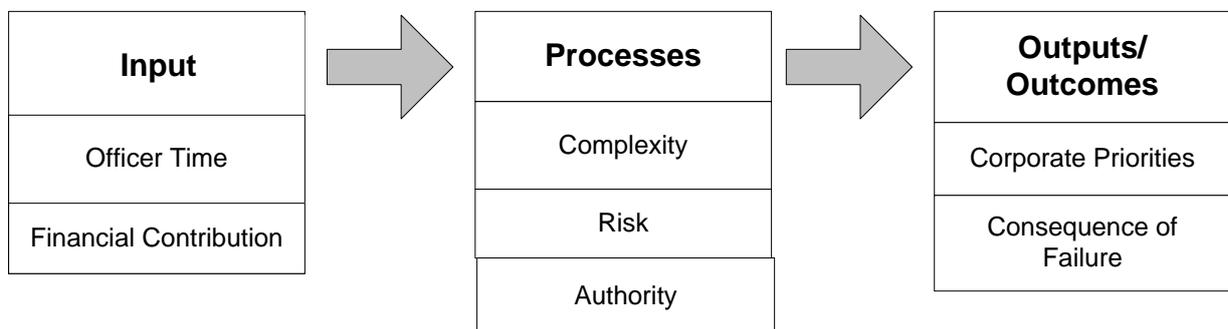
The partnership risk assessment detailed at Rule 10.2.10 should be completed for each partnership. Each of the seven areas should be assessed by the lead Council representative as high, medium or minor and a score assigned to each. The total of score for each partnership will determine the scope of the mandatory requirements of this guidance. If significant changes occur in any of the factors then a reassessment of risk of the partnership for the Council should be conducted and the Partnerships Manager informed.

10.2.10 Partnership Risk Categorisation

Category	Description	Score
Financial Contribution; The Council directly contributes money to the partnership or money is directed through the Council's accounts	More than £50,000 per annum	3
	Between £10,000 - £50,000 per annum	2
	Less than £10,000 per annum	1
Officer Time - Direct Officer time involved in the partnership and conducting work on behalf of the partnership.	More than 975 hours	3
	More than 485 and less than 975 hours	2
	Less than 485	1
Complexity - The partnership has complex governance arrangements. A large number of partners, from various sectors and a number of sub-groups	The Partnership has more than six partners; or partners are from private, voluntary and public sectors; or there are three or more sub-groups	3
	The Partnership has between four and six partners; or partners are from the voluntary or private sector; or there are one or two sub-groups	2
	The Partnership has only three or fewer partners, they are public sector partners and there are no sub-groups	1
Authority - The partnership takes decisions on behalf of or that are binding on the Council	The Partnership has decision making responsibilities directly delegated to it from the Council/ Executive Board	3
	The partnership does not take decisions on behalf of the Council but Council representatives with decision making authority attend the partnership and consider and agree to be bound by its decisions	2
	The partnership does not take decisions on behalf of the Council but Council representatives feed back/lobby the Council	1
Risk - The partnership contributes to the management of risk identified on corporate or operational risk registers	The partnership contributes to the management of a high priority risk on the corporate risk register	3
	The partnership contributes to the management of high priority risks identified on an operational risk register	2
	The partnership contributes to the management of low or meduim priority risks identified on an operational risk register	1
Corporate Priorities - to what extent is the partnership's success critical to the achievement of a corporate priority	Significant contribution to the successful achievement of at least one corporate priority	3
	Moderate contribution to successful achievement of a corporate priority	2
	Indirect links to successful achievement of a corporate priority	1
Consequence of failure (financial / reputational / liability / political) for the Council of failures within the Partnership	Major significance / long term	3
	Moderate consequence / medium term	2
	Minor consequence / short term	1

Partnerships that score below a total of 12 will be categorised as Minor partnerships. Those that score between 12 and 16 will be categorised as Moderate partnerships and those that score above 16 will be categorised as Major partnerships. The risk categorisation of partnerships should be discussed with the Partnerships Manager or Business Assurance Auditor. The risk categorisation of partnerships is used to determine the levels of controls proportionate to the risk of the partnership to the Council.

All partnerships that are separate legal entities i.e. companies, social enterprises or charities or require pooling of budgets are classified as Major Partnerships. These partnerships may need separate accounts and advice should be sought from Corporate Finance. These partnerships may also involve Council representative acting as a Director or Trustee additional advice must be sought from Legal Services and Corporate Finance on this aspect of the partnership before the completion of a Partnership Agreement.

10.2.11 Key Controls for All Partnerships

The risks to the Council identified in Rule 10.2.7 are mitigated by the following key controls that apply to all partnerships;

    a)   Partnerships Register;

    b)   Partnership Approval Checklist;

    c)   Reporting procedures;

    d)   Partnership Agreement – the governing document;

    e)   Commitment of resources and budgetary control; and

    f)   Management of Risks.

Members or Officers involved in partnerships should also encourage partnerships to comply with the guidance which represents good governance requirements for effective partnerships. If Council representatives have concerns about the governance of the partnership these should be raised with their line manager, Head of Governance and Improvement Services.

10.2.12 Partnership Register

The partnership register details all the partnerships the council is current engaged in and is published on the Council's website and updated annually. Before setting up or joining an existing partnership it is necessary to establish that the partnership is not duplicating existing effort and activity. Therefore the partnership register should be reviewed to identify any other partnerships that may have overlapping or complementary activity and the relevant partnership officer consulted.

Once the decision to setup or enter a partnership is made the lead Officer involved in the partnership should provide sufficient information to the Head of Community Services to enable them to create a record on the partnership register.

10.2.13 Partnership Approval Checklist

Those Members and Officers engaging with a partnership should have clear authority to enter the partnership.

A Partnership Approval Checklist should be completed by the appropriate Officer before entering into a partnership. The checklist has different sections to complete depending on the categorisation of the risk. Before signing a partnership agreement the authorisation of the appropriate Director and Director of Legal and Electoral Services should be sought and recorded via completion of appendix 1

Some partnerships may set themselves up as a company (limited by guarantee), a charity or other 'not for profit' organisations. Such arrangements are separate legal entities and typically require an employee of the council to act as a director of the organisation. From the outset, the officers involved in the partnership must seek finance, legal and executive approval to enter into the agreements. Such arrangements often have specific accounting requirements that need to be assessed, along with the risk to the council of entering into the agreement.

Governance Requirement	MINOR Partnership	MEDIUM Partnership	MAJOR Partnership
1. Partnership Approval Checklist: Section 1 – Partnership Need	✓	✓	✓
2. Partnership Approval Checklist: Section 2 – Risk Assessment		✓	✓
3. Partnership Approval Checklist: Section 3 – Detailed Assessment & Other Considerations			✓
4. Partnership Approval Checklist requires approval by the relevant General Manager.	✓	✓	✓
5. Partnership Approval Checklist requires approval by the Head of Governance & Improvement Services (Monitoring Officer) or nominated representative.	✓	✓	✓
6. Partnership Approval Checklist requires approval by the Director Resources (Section 151 Officer) or nominated representative.			✓
7. Partnership Approval Checklist may require endorsement as directed by the Director of Environment			✓
8. Partnership Approval Checklist may require approval by the Executive or if required constitutionally, by the Council. The Section 151 Officer & Monitoring Officer will determine if this is required.			✓

10.2.14 Reporting procedures

Members and Officers are accountable for their participation in the partnership. Members are accountable via the Executive to full Council. Officers are accountable through their line management chain via their Director or to the Chief Executive. To ensure effective decision making within the partnership council representatives should have

delegated authority to take decisions on behalf of the Council. As participants in partnerships Officers should ensure that they have arrangement for the scrutiny of partnerships and reporting arrangements are in place so that information is relayed via their line manager. The reporting on the activity of the partnerships should focus on outcomes rather than solely on the input and activity targets.

When reporting on partnerships officers should consider the impact on other service areas and communicate as appropriate to ensure that the partnership is not operating in isolation.

A partnership maybe effective in achieving the goals of the partnership but this may not be effective in realising the Council's vision if the partnership is not aligned to the Council's strategic priorities, Community Strategy or Local Area Agreement.

The Council needs to be able to demonstrate how the involvement in the partnership is effectively contributing to the achievement of the Council's vision. This well be assessed by comparing the objectives and intended outcomes of the partnership with

a) The council's own strategic priorities

b) The priorities of the LSP (as set out in the Community Strategy)

c) The Local Area Agreement.

10.2.15 Partnership Agreement – The Governing Document

The governing document or partnership agreement is a key element of partnership governance. The partnership agreement is a result of the partners reaching agreement on how they will govern their collaboration. This requires agreement between partners about purpose, membership and accountability of the partnership. All partnerships must have a governing document. This sets out the roles and responsibilities of the partner organisation and the decision making processes.

Since most partnerships are unincorporated associations they can adapt the Charity Commission's model constitution. The main elements of which are:

a) the name of the partnership;

b) aims and objectives: what is the purpose of the partnership? what added value will it achieve? how shall we determine success?

c) strategy and activities: how will the partners realise these goals?

d) membership, including status of different members: what should be the basis for membership of the partnership?

e) powers and legal status;

f) roles and responsibilities;

g) funding and financial accountability: how will the partnership be resourced?

h)   management and operation: what principles or ground rules should govern the partnership? how and when will performance be reviewed?

i)   meetings: notice and frequency of meetings; quorum rules; chairing arrangements; voting arrangements; and representation of other members;

j)   decision-making processes (scope and timescales);

k)   conflict avoidance / dispute resolution: how shall we deal with disputes?

l)   information: what information will we need to share?

m)   timescales including how long the partnership is expected to last;

n)   amendments to the partnership's rules; and

o)   exit strategy / arrangements for dissolution;

Partnerships are fluid and dynamic entities and the governing document should be subject to frequent review to ensure that it remains fit for purpose. The level of detail required in the governing document will depend on the size and complexity of the partnership arrangement. A template for a Partnership Agreement is at Appendix 3

10.2.16 Financial Commitment and Budgetary Control

Where a partnership requires a financial commitment from the Council, the following must be satisfied and agreed by the Director Finance and Resources (or nominated Service Accountant):

a)   Budget availability to fund partnership commitment

b)   Pending approvals within the partnership

c)   Budget monitoring arrangements (style/ frequency / distribution)

d)   Arrangements to deal with over / under spends

e)   VAT arrangements

f)   Document retention in respect of external inspections (e.g. Audit)

All partnerships involving a financial commitment from the Council must adhere to the Council's Finance and Contract Regulations unless the Strategic Director Resources has agreed an alternative.

Consideration should also be made for the commitment of staff resources to the partnership. The amount of time that officers spend engaged in partnership activity will need to be identified and approved by the appropriate management controls (including budgetary arrangements).

When making arrangements for a partnership the requirements for any property requirements to be considered within the Partnership. There is an often assumption made about the Council providing accommodation. Any need for accommodation provided by the Council needs to be agreed by Property. The Council Property section maybe able to

provide advice on leasing arrangements but the partnership will need to consider the costs of acquiring the property, the legal position of the property and the running costs.

Requested Council resources will need to be identified within the relevant Service Plan, this will include staff time as well as money, accommodation, equipment, and so on.

10.2.17 Management of Risks

As outlined at Rule 10.2.7 partnership working has entails exposing the Council to risks. These risks should be captured on the risk register (Corporate, Service or Operational) appropriate to the level of risk. This is in addition to the risks recorded within the risk management processes operated by the partnership, although risks identified by the partnership will provide a key reference document for feeding information into the Council's risk management processes.

10.2.18 Key Stages in Developing a Partnership

Identify potential for Partnership working	Ensure Clarity about the objective of the Partnership and how it links to the achievement of the Council's Strategic Priorities
Consult Partnership Register to identify existing suitable partnership	Expand role of existing Council Partnership or form sub-committee
Obtain advice from Head of Strategic Partnerships, the Business Assurance Auditor or lead officer from a similar Council Partnership on setting up a Partnership	
Identify and approach potential Partners to gauge interest for potential partnership	
Perform Partnership Risk Assessment	Develop Reporting Procedures to the Council
Complete Partnership Approval Checklist and obtain appropirate Authorisations	Send a copy of the signed Partnership Approval Checklist to Business Assurance Auditor to enable them to update the Partnership Register
Develop Partnership Agreement with Partners in consultation with legal	
Consult with Service Accountant, HR Officer, Property and Legal on the Commitment of Resources	Report risks identified from Partnership working to the appropriate Council Risk Register
All Parties sign Partnership Agreement	
Partnership identifies measurable outcomes	
Partnership reviews working arrangements and reports on achievements on a regular basis	Review the effectiveness of the Partnership in contributing to the Council's objectives
If changes are proposed in the operation of the Partnership occur review Partnership Risk Assessment and if necessary the Partnership Approval Checklist to obtain authorisation for changed operation	

10.2.19 Additional Controls for Major and Medium Partnerships
The controls outlined in Controls for all Rule 10.2.11 should be applied to Medium and Major Partnerships. As these partnerships are assessed as higher risk these controls should be more sophisticated than the basic requirements outlined in Rule 10.2.11. In addition the following controls should be adopted.

Medium Partnerships
Medium Partnerships will need to complete the Partnership Self Assessment Tool at least at two year intervals. A copy of this tool is available at Appendix 10.

Business Assurance will seek assurance that all partnerships categorised as Medium in the Partnership Register complete the self-assessment tool at two year intervals.

Major Partnerships
All partnerships categorised as Major Council partnerships will be subject to a formal evaluation by the Council's Business Assurance function. These will be on a three yearly cycle, although the partnership representative or the Director may request an evaluation at any time. Partnerships should also consider using the Partnership Self Assessment Tool at Appendix 10 in years when they have not been subject to a formal evaluation conducted by Business Assurance.

When Council representatives are involved in setting up, or joining existing, partnerships categorised as Major Council Partnerships Legal Services must be consulted at an early stage on the Partnership Agreement.

Major partnerships should agree a joint risk management strategy and methodology. If the principal organisation has a tried and tested strategy and has a methodology which has worked well within the organisation, consideration might be given to applying this to the partnership's risk management work.

Consideration will also need to be given to matters such as:

a)   reporting on shared key risks to management; and

b)   defining arrangements for joint risk registers (Appendix 7).

10.2.20 The Role of Elected Members
There are increasing numbers of local bodies that can impact upon the lives of local people, and Councillors can play an important role in communicating local views to key public and private agencies and in influencing decision making. It is easy for big partnerships to allot decisions between powerful agencies and to forget the local public. Councillors play a vital role in reflecting the views of the Council as a whole. A Councillor might well be the only person on a partnership with democratic accountability and thus has a duty to be very careful about what public money is used for.

Councillors should be aware of the Partnership Protocol and ensure that an Officer of the Council has been designated to undertake the necessary partnership arrangements (see role of Council Officers Rule 10.2.21).

Councillors must remember that, if they act as a trustee of a charitable partnership or body, then their first duty whilst acting as a trustee is to the Charity. However elected Members must remember that, when working for a partnership, they remain elected Members of Wokingham Borough Council and are still bound by the associated legal requirements, including the Council's Code of Conduct for Members.

Councillors working / associated with a partnership continue to be bound by the Council's policies and procedures, Constitution and Financial Regulations. They should actively encourage the partnership to follow similar practices and procedures and must immediately report to their Group Leader, the Chief Executive or the Council's Monitoring Officer when they feel that the partnership is not acting in a manner acceptable to the Council or in the public interest.

10.2.21 The Role of Council Officers
Council Officers involved in partnership working must:

    a)   follow the procedures outlined in this document in the review and development of partnership working initiatives;

    b)   ensure that details held on the Council's Partnership Register are accurate and up-to-date;

    c)   comply with agreed reporting procedures;

    d)   be fully aware of Council procedures before any decisions are made (what authorisation is required and who needs to be consulted);

    e)   where applicable – relay information to Service areas – always ask who needs to know; and

    f)   make sure that suitable substitutes are fully briefed prior to attending any partnership meetings.

Council Officers must remember that, if they act as a trustee of a charitable partnership or body, then their first duty whilst acting as a trustee is to the Charity. Council Officers must remember that they remain employees of Wokingham Borough Council and are bound by their contract of employment, Council policies and procedures (including the Code of Conduct) and Financial Regulations.

They should actively encourage the partnership to follow similar practices and procedures and must immediately report to their line manager, Head of Service, Director or Business Assurance when they feel that the partnership is not acting in a manner acceptable to the Council or in the public interest.

10.2.22 The Role of the Council's Statutory Officers

    a)   **The Monitoring Officer** (Head of Governance and Improvement Services), or nominated representative, must endorse all partnership proposals (Major, Medium or Minor) to ensure that the Council has proper authority to enter into such a relationship and to ensure that the Council's interests are properly protected.

b) **The Section 151 Officer** (Director Finance and Resources), or nominated representative, must agree the financial arrangements of all Major partnership proposals and assess the Council's financial commitment towards the new partnership initiative.

10.2.23 What Does Effective Partnership Working Look Like?

Developing a successful partnership is by no means an easy task. The Council recognises the strength and value of effective partnerships in contributing to the improved well-being of the Borough's communities and meeting its strategic priorities. The Council is committed to being involved in partnerships that are:

a) **well-lead**: There is good leadership of partnerships, and partnerships provide good leadership in the local community.

b) **inclusive**: All relevant stakeholders and all sections of the community have a voice in the partnership and their involvement is proportionate and equitable.

c) **accountable**: The way in which partnerships operate represents good practice in representatives and participative democracy and there is clarity on where responsibility and accountability lie.

d) **transparent**: There is clarity on how partnerships operate and on what and how decisions are made. They are open to scrutiny.

e) **focused on delivery**: Partnerships produce tangible and relevant outcomes for local people and improve the quality of life across the Borough.

f) **economic and efficient**: Partnerships go about their business in an orderly manner, organisational arrangements are 'fit for purpose' and they deal promptly and constructively with issues needing resolution.

g) **sustainable**: Where relevant, partnerships have the capacity to deliver successfully over a period of time and to bring about changes that take several years to achieve.

h) **innovative**: Partnerships are open to learning and new ways of doing things. Learning is continual and partnerships are able to build common knowledge, understanding and skills to improve effectiveness.

10.2.24 Forming a Partnership Agreement

The process of agreeing a governing document is itself an important element of partnership governance: it will help to clarify roles and relationships and build goodwill and trust. Because partnerships are fluid and dynamic, it is vital that they review their governing documents regularly and, where necessary, amend them. This review process will confirm that current arrangements are satisfactory or afford partners the chance to raise fundamental issues that they would not normally discuss in the process of day-to-day business. The Council has a produced a model partnership agreement that can form the basis of a partnership agreement that can be tailored to the requirements of the partnership.

However, the existence of a governing document does not guarantee effective governance as documents cannot capture many of the soft attributes of successful partnership

working. An organisation's involvement in the partnership is unlikely to yield meaningful results unless individual partners bring personal commitment to the venture. Partnerships should use governing documents sensibly, to bring clarity to complex or ambiguous situations.

10.2.25 Effective Leadership

Leading a partnership successfully requires influencing skills. Different partners may emerge to lead on different occasions, depending on the partnership or the topic under discussion. The Council's statutory role as community leader does not automatically confer on it an agreed leadership position in partnerships.

If people perceive that one organisation or personality is too influential and dominates the partnership, this can result in leadership tensions. This can affect the degree of commitment from other partners and tensions can also arise if the principal partners lack flexibility to meet the needs of other partner organisations.

10.2.26 Effective Decision Making

Partnerships either take executive decisions themselves, or make decisions that will affect executive decisions in another arena. They need clear lines of accountability and transparent decision-making processes, particularly for the decisions on committing and allocating partnership resources.

A partnership's work can be seriously impeded if decisions have to be separately ratified by the partners in advance and if the partner's decision making processes or timetables do not fit well together. Therefore, it is important that agents representing the partner organisations have the delegated authority to take decisions on its behalf and that those decisions can be scrutinised and challenged effectively.

Partnerships should also plan their work carefully so that they know well in advance when decisions with significant policy or financial implications will need to be made. It is important that all partners have sufficient time to evaluate the implications of major prospective decisions and to consider their own legal and financial advice.

It is vital for the partnership to agree and record how decisions are made.

The partnership agreement should address:

a) how does the partnership make decisions? e.g. simple majority vote, casting vote by Chairman etc.

b) what is the quorum (minimum number of voting members required to be present at any meeting for the decisions taken at the meeting to be considered as legitimate decisions of the body) for decisions made by the partnership?

c) who communicates decisions to people not present?

d) how are required actions put into operation?

It is also recommended that the partnership establish the ground rules (or rules of procedure) for meetings. These are the procedures and processes that govern the partnership's meetings. These should be kept to a minimum to avoid bureaucracy but be sufficient for clarity and effective operation.

10.2.27 Anti-Fraud and Corruption

The Council has an Anti-Fraud and Corruption Strategy which all managers are responsible for ensuring that their staff and their partners are informed of its contents and are able to report all suspicions and allegations of irregularity. Partner organisations may have their own anti-fraud strategies and reporting arrangements but they should all be based upon the fundamental principles of maintaining the highest standards of probity and conduct in all affairs of their organisations and a guide to all who play a part in protecting public money and assets. It is important for the partnership to adopt an approach to combating Fraud and Corruption. Partners should note that the Council representatives will be bound by the Council's Anti-Fraud and Corruption Strategy even if the partnerships adopt its own, or an another organisations, Anti-Fraud and Corruption Strategy.

10.2.28 Communications Strategy

A partnership communications strategy is a useful tool as it helps to ensure the partnership's main messages are communicated with one voice, and misinformation is kept to a minimum. A complex strategy document is not necessary; it may be sufficient for just the partnership agreement to cover issues such as key messages, key audiences and channels of communication. Further advice is available on this subject from the Communications Team.

10.2.29 Information Sharing

Partners may have a wide range of useful data / information that can enhance the objectives of the partnership. All data protection rules and requirements must be adhered to and apply to partnership activities. There is however, significant scope for information previously held in different places to be combined to good effect.

It should however be remembered that information is an asset of the Council and it is essential that clear responsibility is assigned and proper controls are put in place. This section only applies to partnership arrangements that involve the sharing, storing or collecting of information.

There are a number of things to be considered when developing a information sharing protocol:

a)   requirements arising from the client group concerned should be developed with the support of relevant professionals and representatives of the client group.

b)   the partnership may choose to develop the protocol themselves or to commission someone to draft the protocol for their comment.

c)   the person or group responsible for developing the protocol should consult with all partners and stakeholders with a view to the adoption of a common format and common or integrated procedures where appropriate.

d)   reviewing protocols developed for the same user group elsewhere or for other user groups can shorten the development process, but should be done with a clear understanding of the local requirements and environment.

e)   a framework for identifying the operational circumstances which influence information exchange within a community is presented in Appendix 4.

10.2.30 Information Sharing Protocol

An information sharing protocol should address the following:

a)   disclosure of data;

b)   requests for data;

c)   response to requests;

d)   transfer of data;

e)   receiving data;

f)   purpose of sharing / storing data;

g)   review protocol procedures; and

h)   professional codes of conduct (Caldecott, Freedom of Information, Data Protection etc).

10.2.31 Legal Elements of Information Sharing

The sharing of information is not something to be afraid of and it is fundamental to the success of any partnership initiative. You simply need to share information within the limits of the law. Protocols developed for information sharing initiatives do not have any legal standing, but they are a helpful way to ensure good practice in information sharing between all agencies that might be involved in partnership working.

Whilst information might be made available, within a protocol framework, it should not entail staff from external agencies having access to the Council's main financial systems or feeder systems. It is important to have a clear understanding of stewardship and governance requirements for sharing data on the basis of certainty. Further guidance is provided in Appendix 4.

10.2.32 Standards of Conduct

Partnerships should agree high standards of conduct that govern the way in which they work. The integration of planning, commissioning and delivery in partnership working presents an opportunity for decision makers to promote or protect vested interests – for example, private and voluntary sector partners may find themselves involved in decisions that affect their own interests.

Establishing principles of working together helps the 'softer' side of partnership working, and can facilitate partner relationship building. Some general principles of conduct are provided in Appendix 5. The Code of Conduct should be agreed and followed by all partners.

10.2.33 Declarations of Interest

Members of the partnership should have regard to the highest standards of behaviour in the conduct of public business and, in particular, should declare any personal or prejudicial interest they may have (as defined by the Council's Employees / Members Code of Conduct) on any matter under discussion.

It is best practice for the partnership Chair at the beginning of each meeting to ask individuals in attendance to declare whether they hold any material interest in any item on the agenda for discussion.

10.2.34 Resolution of Disputes

Disputes arise and partnerships break down for various reasons. When this happens, there must be clear protocols for managing conflict. Without them, there cannot be sound internal accountability between partners and it may not be possible for the public to get redress for complaints.

To avoid bad feeling and potential litigation the partnership agreement should set out the rules to be followed to resolve disputes between partners. Appendix 6 provides an example Dispute Resolution Procedure.

It will be necessary to consider what will happen if a partner defaults, for example, in failing to make the agreed contribution, failing to provide the required service or perhaps failing to take part in the decision making processes of the partnership and effectively engage.

Consideration should be given as to whether there should be a warning procedure whereby other partners warn the defaulting partner and give them a period of time to remedy the default. A co-operative approach and one where there is joint working amongst partners to ensure there is an appropriate resolution to the problems being experienced is key.

The partnership agreement should provide for an escalation procedure in the event that partners disagree amongst themselves. This might be a mechanism whereby disputes are raised with senior officers of partner organisations or even for discussion with Councillors.

Ideally, disputes between partners should be settled on the basis of good faith and wherever possible, by internal discussion and negotiation within the partnership, possibly using some form of escalation procedure.

In some cases it may be necessary to consider incorporating adjudication / arbitration procedures or, in the case of technical matters, expert dispute resolution. Litigation should always be regarded as the last resort.

While it is hoped that the partnership will be successful, it may also be wise to consider agreeing a procedure for removing a partner. If the partnership wishes a partner to leave, having an existing procedure should make the process easier and avoid further disagreement.

Appendix 3 provides a template for a Partnership Agreement.

10.2.35 Accountable Body

Where projects are funded by grants, the funding body normally requires that one of the partners takes on the role of accountable body. Accountable body status can only be granted to an entity which has a 'legal personality' e.g. a company registered at Companies House, a local authority or a health authority.

The Accountable Body's role is to act on the partnership's decisions and could include the following:

a) administering and taking responsibility for funding (e.g. ensuring structured financial procedures);

b) providing resources (e.g. staff, facilities) to carry out the obligations of the partnership;

c) ensuring that the grant allocated is spent in accordance with conditions and the agreed plan;

d) establish and maintain effective systems for auditing and monitoring partnership spend.

10.2.36 Lead Partner

From the outset it will be essential to consider who is to become the Lead Partner. This is particularly important with regard to financial matters. Even with shared spending decisions a lead partner must be nominated. The lead partner will be responsible for the day-to-day accounting functions, including the production of the appropriate financial statements. It should be pointed out that the Lead Partner is not necessarily the Accountable Body, as referred to previously; such status is a requirement of certain grant funding bodies.

10.2.37 Pooled Budgets

A 'pooled budget' is simply an amount of money placed in a common fund by each partner. However, where partnerships include a partner from a health authority / agency then reference is sometimes made to two types of pooled budget:

a) pooled budget with discretely identifiable resources – where contributions made to the 'pool' do not lose their identity to the funding partners i.e. expenditure is separately accounted for against each individual contribution to the pool; and

b) macro pooled budget – where on pooling, all resources will lose their identity to the funding partner.

In most cases pooled budgets tend to be of the macro type as referred to above.

From the outset agreement must be reached (and documented in the partnership agreement) on each partner's contribution to the partnership as well as the decision who will administer the pooled budget i.e. the Lead Partner.

10.2.38 Resource Requirements

The resources required to achieve the aims and objectives of the partnership, and how they will be provided, must be identified and agreed by all partners involved. In some cases, particularly where government funding is being used, it may be appropriate to use timesheets so that person time can be accurately costed. Conditions of grants, such as these, need to be considered, to ensure that they are adhered to.

10.2.39 Personnel Issues

When employing staff both part-time and full-time, there are many issues that need to be handled carefully; it is therefore essential that Human Resources Experts (such as the Council's own Human Resources section) are consulted from the outset where the partnership intends to 'employ' staff.

When a partnership 'employs' staff, one partner should act as the employer. In all instances of a partnership employing staff, a Partnership Agreement will need to be drawn up. The flow chart illustrated at Appendix 8 will help to ensure that the Partnership Agreement covers the appropriate issues linked to the employment of staff.

In the case of volunteers, consideration must be given regarding supervision, training and equipment needs and which partner is responsible. It is also important to identify any insurance required to cover volunteers, and to decide how out of pocket expenses will be reimbursed.

For employed staff and volunteer staff, checks with the Criminal Records Bureau must be carried out if working with children or vulnerable adults.

10.2.40 Secondment of Staff

In the case of seconding staff to a partnership, a clear agreement must be drawn up between all three parties (employee, the parent organisation and the host organisation). Secondment arrangements can be complex and give rise to liabilities. Advice **must** be sought from Human Resources in the first instance.
The terms 'parent' and 'host' are often used, they mean:

a) **Parent** - the employer from whom the seconded has come. The parent is liable for any redundancy costs unless agreed otherwise in the secondment and partnership agreement. It will also be necessary to agree what each partner will contribute to any potential costs (who will pay travel and subsistence costs etc).

b) **Host** - the partner organisation or partnership to which the employee is seconded into.

The flowchart at Appendix 9 highlights some of the issues to be considered when seconding staff, however this is a complex process, and all stages must involve Human Resources.

It is particularly important to have internal clarity over line management responsibilities where joint posts are involved. Staff involved in partnership working need to know which organisation has line management responsibility for them; these may be secondees, staff in jointly funded posts, or staff from different organisations who are working in the same office or service outlet, such as health and social care staff, or police officers and neighbourhood wardens on joint patrols.

10.2.41 Exit Strategy / Termination Provisions

The partnership agreement should include provisions for both the planned and unplanned end of the partnership. While it may not be necessary to cover all of the points below, even smaller partnerships should agree termination provisions.

Even if the partnership is due to run for an indefinite period, termination provisions should still be identified. For example, if any partner wishes to terminate or withdraw from the partnership the termination provisions may specify a minimum notice time. The partnership may also wish to include provisions for termination on other grounds e.g. legislative changes, overspends or a breach of regulations. In these instances, a minimum notice period may not be necessary.

A clear exit strategy should address how to deal with on-going commitments and liabilities. In particular it should cover:

a)   informing the funders;

b)   how partner contributions will be distributed / apportionment of resources;

c)   outstanding contractual liabilities;

d)   personal issues (e.g. redundancy);

e)   property issues (e.g. property transfers, including surrender of lease);

f)   IT issues (e.g. system and data transfers);

g)   informing all stakeholders, service users and so on;

h)   any 'guarantee' period i.e. a period during which the partners still accept some responsibility;

i)   a date from which each partner acts independently; and

j)   Post closure appraisal.

10.2.42 Succession Planning
Partnerships can often be set up as a result of Central Government initiatives and funding is usually by way of a grant for, say three to four years. Upon cessation of grant funding, the Government may expect agencies to mainstream these services into their normal day-to-day business. Therefore the Council must be fully aware of any potential funding shortfalls. If the partnership has a short life span based on available funding, it should not be led to expect that the Council will continue to match the costs on order to maintain the work, if this is not possible.

10.2.43 Consultation Strategy
The formation of a partnership will not automatically provide better mechanisms for engaging with hard-to-reach communities than those that corporate bodies have established. It is likely that the same community representatives will come forward.

It may be advisable for partnerships to develop joint consultation exercises in an attempt to avoid overlap and consultation fatigue and make effective use of consultation exercises that have already been undertaken by individual agencies acting as corporate bodies.

It should be remembered that increased consultation can raise public expectations and may actually undermine public confidence in the agencies if the partnership cannot meet these expectations. Failure will almost certainly erode public enthusiasm for continuing to engage in this way. However, if the public believes that consultation is only a tick box exercise then this will create further cynicism.

10.2.44 Developing a Successful Partnership

Developing a successful partnership working relationship is by no means an easy task. However, there are a number of simple guidelines that will help to maximise the opportunity for success:
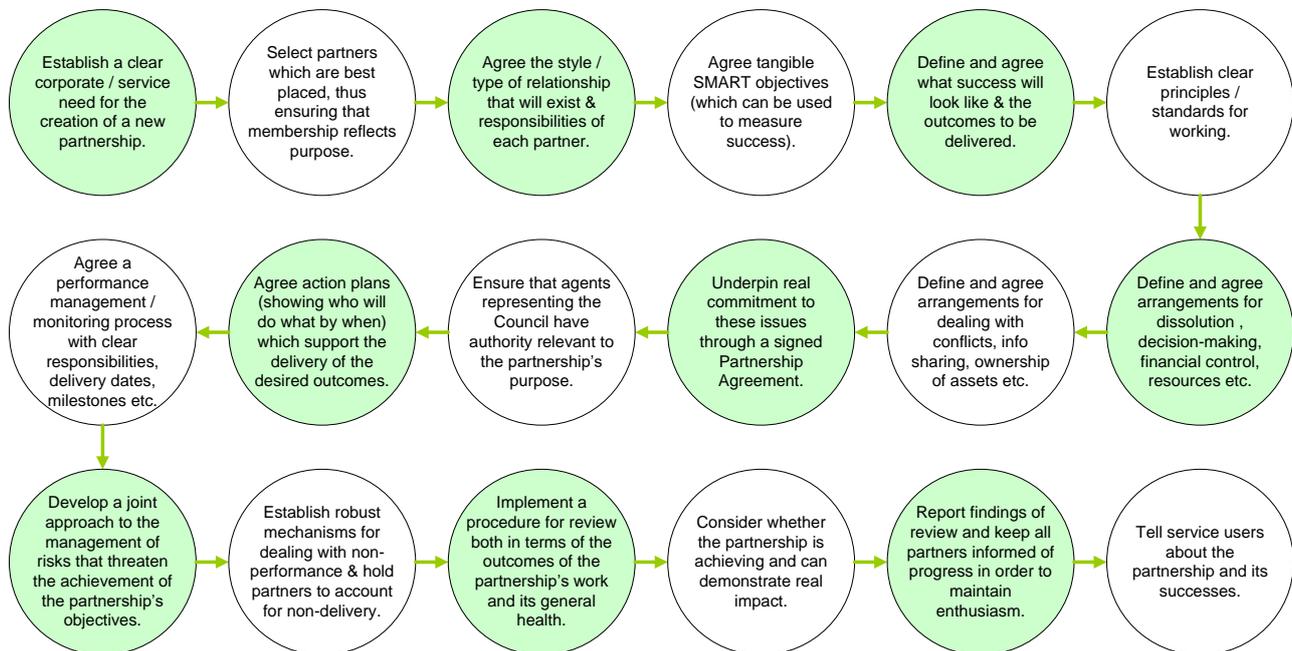
10.2.45 A Joint Approach to Risk Management

A joint approach to the management of risks that affect the achievement of a partnerships objectives can bring a number of rewards:

a)   a common understanding by all partners of the risks and opportunities, and how they will be managed;

b)   creates an environment that allows the partnership to anticipate and respond to change;

c)   encourages forward thinking, thus minimising unwelcome surprises and increases accountability;

d)   enhances communication which, in turn, improves the basis for strategy setting, decision making and performance management; and

e)   adds realism – so gives a better basis for allocation of resources and enables the delivery of better services.

10.2.46 Common Pitfalls to Risk Management in a Partnership Setting

Obvious risks around financing and partnership failure may have been identified but there is a wider spectrum of risks that need to be considered;

a)   a risk assessment may have been carried out at the start of the partnership but has not been updated in line with the developing relationship.

b)   organisations have no agreed way to identify, prioritise, manage and report the partnership's risks;

c)   there is a lack of communication and understanding on risk between partners.

10.2.47 Risk Identification in a Partnership Setting

The usual basic risk management questions apply:

a)   what are our objectives?

b)   can we identify the things that would stop us achieving these?

c)   can we find ways of mitigating them?

When identifying partnership risks, the process of risk identification should, almost always, include a joint exercise with the partner(s) or perspective partner(s). There are two main ways to look at partnership risk:

a)   **Outside Looking In (From the perspective of the Partner Organisations)**
     This approach considers the risks that the Organisations (including the Council) as an organisation faces in being involved in the partnership.

b)   **On the Inside (From the perspective of the partnership)**
     The partner or prospective partner organisation(s) participate in the risk identification process as it is necessary to consider the risks faced by the partnership. Examples could include: lack of 'buy in' from all partners; confused governance arrangements e.g. financial control, reporting etc; unable to blend organisational cultures; and the partnership is seen as Council led.

At stake for all partners are: service delivery; reputation; organisational objectives; and investments in time, money, resources and expertise.

10.2.47.1 What Are the Risks Involved?

To give a comprehensive list of the risks involved in partnership working would be difficult, if not impossible. However, some of the risks which might be encountered include: partnership standards are not met; partnership chases reward rather than local priorities; service failures lead to excess costs; and no ownership by local delivery agents.

10.2.48 How Can a Partnership Review its Activities?

It is often difficult to quantify and measure, the added value of partnership working. Partnership working can take up a lot of time and other resources and it can therefore extract value as well as add to it.

The best way of measuring the impact of partnership working is to devise performance indicators that measure the outcomes of its work. These will help to demonstrate the effect of multi-agency interventions and provide a focus to the partnership's long-term strategic objectives.

All Council partnerships must agree a procedure for their review. The review should cover how the partnership works in order to determine whether the outputs and outcomes of the partnership merit continued involvement as well as the general health of the partnership itself. The partnership will need to record who will conduct the review and when this will occur (at a minimum this should be at least every two years). Appendix 10 provides a self-assessment tool to assist partnerships in undertaking this requirement.

10.2.49 Formal Partnership Evaluations

The Council has established clear criteria against which partnerships can be evaluated to determine that they help to achieve the Council's corporate objectives cost-effectively. The Council is committed to making hard decisions to scale down its involvement in partnerships if the costs outweigh the benefits, or if the added risks cannot be managed properly.

Business Assurance may conduct an evaluation of the Partnership to provide assurance that the partnership is providing value to the Council.

10.2.50 Further Support from Wokingham Borough Council

The Business Assurance Auditor is responsible for maintaining and promoting the Council's Partnership Register and Protocol and is available to offer advice and guidance to Council Officers / Members who are involved in either existing partnerships or who are thinking about new partnership initiatives.

The Business Assurance Auditor maintains a Partnership Webpage which provides guidance and best practice to those Officers / Members involved in partnership working.

Other useful contacts are;

- **Financial Management**
  Rob Stubbs - Corporate Accountant

- **Human Resources**
  HR Officer for the appropriate service

- **Legal Services**
  Sean O'Connor – Shared Legal Services

Appendix 1

PARTNERSHIIP APPROVAL CHECKLIST

NAME OF PARTNERSHIP:

CHECKLIST COMPLETED BY:

DATE:

The extent to which this approval checklist is completed will be dependent on the proposed partnership's categorisation. Further information on the categorisation of partnerships is provided in Rule 10.2.8 and 10.2.9 of the Partnership Protocol.

WBC FINANCIAL CONTRIBUTION (p.a.):

LEVEL OF OFFICER PARTICIPATION (hrs p.a.):

PARTNERSHIP CATEGORY:

SECTION 1 – PARTNERSHIP NEED (MINOR, MEDIUM AND MAJOR PARTNERSHIPS)

1.1   How does participation contribute to the Council's Strategic Priorities, corporate, service and wider community objectives?

1.2   What is the issue or need identified by elected Members / senior Council Officers?

1.3   Is the issue or need shared by other organisations willing to work together? Have other delivery options been considered and evaluated?

1.4   Could an existing partnership be adapted to deliver the outcome instead? The Council's Partnership Register is a valuable reference point when considering new partnership initiatives.

1.5   Is there a clear vision and purpose for the proposed partnership?

1.6   Does the law allow for the partnership to proceed? Is participation required by statue? This should be confirmed by the Council's Monitoring Officer (Head of Governance and Improvement Services) or nominated representative.

SECTION 2 – RISK ASSESSMENT (MEDIUM AND MAJOR PARTNERSHIPS)

The potential risks involved in participating in the proposed partnership initiative should be presented in a tabular format as set out below. A typical risk assessment is likely to run to many rows. A number of risk areas should be considered including but not limited to: financial, reputation, legal, physical, technological and operational. Further guidance on this is contained within Rules 10.2.35-10.2.38 and Appendix 2 of the Partnership Protocol.

DESCRIPTION OF RISK	ACTIONS TO MITIGATE RISK	LIKELIHOOD	IMPACT	OUTCOME
FINANCIAL RISK				
REPUTATION RISK				
LEGAL RISKS				
PHYSICAL, TECHNOLOGICAL, OPERATIONAL and OTHER RISKS				

SECTION 3 – DETAILED ASSESSMENT AND OTHER CONSIDERATIONS (MAJOR PARTNERSHIPS)

3.1   Who will lead the partnership and what other organisations will be represented?
        Who will be the accountable body?
        What are the proposed partnership's financial arrangements?

3.2   What are the resource implications (staff, capital and revenue funds, use of assets etc?)

3.3   Are there other sources of funding available? (does the partnership attract funding?)

3.4   Are there future budget implications that need to be considered?

3.5   Has the partnership been the subject of consultation with other Council services?

3.6   What business benefits will be realised through the Council's participation?

SECTION 4 – PARTNERSHIP SIGNOFF

4.1   Approval of relevant Director (MINOR, MEDIUM AND MAJOR PARTNERSHIPS)

	Date:

4.2   Approval of Monitoring Officer (Head of Governance and Improvement Services)
       or nominated representative (MINOR, MEDIUM AND MAJOR PARTNERSHIPS)
       As evidence of the Council's proper authority to enter into the partnership

	Date:

4.3   Approval of Section 151 Officer (Director Finance and Resources) or nominated
       representative (MAJOR PARTNERSHIPS)
       As evidence of Council agreement to partnership's financial arrangements and an
       assessment of the Council's financial / resource commitment.

	Date:

4.4   Endorsement of the Wokingham Borough Local Strategic Partnership (MAJOR
       PARTNERSHIPS)
       As evidence of contribution to the Borough's community ambitions – as directed by
       the Director of Environment

	Date:

4.5   Approval by Executive or if required constitutionally, Council (MAJOR
       PARTNERSHIPS)
       As directed by the Monitoring Officer (Head of Governance and Improvement
       Services) and the Section 151 Officer (Director Finance and Resources)

	Date:

A Completed Copy of this form should be sent to the Business Assurance Auditor

Appendix 2

PRE-PARTNERSHIP RISK ASSESSMENT GUIDANCE

The Council requires that a pre-partnership risk assessment (SECTION 2 – PARTNERSHIP APPROVAL CHECKLIST) be completed for it's involvement in all MEDIUM and MAJOR partnerships. This will allow for full consideration of the proposed partnership, test the initial service need identified and ensure that participation does not expose the Authority to undue risk.

a)   the full financial implications, including the period covered by any available funding and any additional costs;

b)   the availability of performance indicators to measure success and outcomes;

c)   any impact on existing resources and level of additional resources required to successfully meet the partnership's aims;

d)   the impact on core services and priorities and extent to which partnership work is incorporated into daily work;

e)   the appropriateness of any potential partner and level of added value;

f)   the appropriateness of any conditions attached to available funding (grants etc);

g)   is the partnership chasing financial reward rather than local priorities? and

h)   the potential public fall-out and reputational risk if the partnership aims are not delivered.

Risk Matrix Index

LIKELIHOOD SCORE	DESCRIPTION	
3	Almost certain	Will undoubtedly happen, possibly frequently.
2	Possible	Will probably happen, but not a persistent issue.
1	Unlikely	May happen occasionally.

IMPACT SCORE	DESCRIPTION	
3	Catastrophic / Major	Significant impact on service provision, major financial loss, major adverse publicity etc.
2	Moderate	Service objectives disrupted, moderate financial loss, some adverse publicity etc
1	Minor	Minimal impact on service objectives / financial loss, some public embarrassment

Risk Assessment Score

		IMPACT		
		Low (1)	**Medium (2)**	**High (3)**
LIKELIHOOD	**High (3)**	3	6	9
	Medium (2)	2	3	6
	Low (1)	1	2	3

Risk Management Action Level

RISK ASSESSMENT OUTCOMES	
High priority – action is necessary	6 - 9
Action is required to address risk	3 - 4
Risk is tolerable or low priority – action required?	1 - 2

PARTNERSHIP AGREEMENT TEMPLATE

1.   Introduction
State that this is a partnership agreement between (name each partner).

2.   Vision and Objectives
A vision describes what you want to see in place some years down the road. It is a picture of the future.

Objectives should be SMART (specific, measurable, achievable, realistic and time bound) where possible and practical so that you know what you want to achieve and whether you are achieving it. They should focus on outcomes and results rather than activities i.e. what you will accomplish rather than how you will work or what you will do.

3.   Outcome Indicators and Measures for Success
These are measures based on the actual outcomes the partnership is aiming to deliver i.e. they define what success will look like and can be used to determine the partnership's effectiveness and impact in achieving its strategic objectives.   Outcome indicators or clear measures of success should be defined for each strategic objective.

4.   Running the Partnership
As a minimum this section should define arrangements for the following:

- general principles of conduct;
- partners' roles / duties / responsibilities;
- resource commitment for each partner;
- the ownership of assets;
- decision making procedures;
- how the partnership will monitor and evaluate its activities;
- meetings; notice and frequency of meetings; quorum rules; chairing arrangements; voting arrangements; and representation of other members;
- information sharing principles / protocols;
- organisational structure and reporting mechanism (how often, who reporting to and what reporting on);
- Performance management arrangements;
- How complaints will be handled; and
- Member involvement (roles and responsibilities, democratic accountability, declaration of interests etc).

5.   Financial matters
For guidance see Financial Matters Section at 10.2.21

Where applicable the Partnership Agreement should document:

- Accountable Body agreement;
- Partnership capital;
- Income and expenditure;
- Grants and other sources of funding;
- Banking and financial arrangements;
- Role of Lead Partner;

- Accounting arrangements; and
- Provisions for tax payments and VAT.

6.   Other considerations
The Partnership Agreement should define:

- Arrangements for dealing with the media and other stakeholders (Communications Strategy);
- The circumstances necessary for the suspension, exclusion and removal of a partner;
- Arrangements for resolving conflicts and/or disputes;
- Procedures for whistle blowing / fraud etc.
- Right of access for appropriate audit bodies (Council's Business Assurance).

7.   Dissolution
The Partnership Agreement should define:

- Termination provisions;
- Exit strategy (including surpluses and mediation);
- Final reporting arrangements; and
- At dissolution the partners may need to:
    - Inform the funders;
    - Provide appropriate final reports; and
    - Inform all stakeholders / service users.

8.   Review
State when the agreement will be reviewed and by whom.

9.   Agreement
The Partnership Agreement should be agreed and signed by all parties. Note: For all Major Partnerships the partnership agreement should be prepared in consultation with Legal Services.

INFORMATION SHARING PROTOCOLS

The following flowcharts only apply to partnerships who will be sharing or storing information.

a) Initial procedures – information sharing

Partnership should decide who will give legal advice to each member of the partnership. (A declaration should record that WBC advised partners to seek own independent legal advice).

Document each **partner's powers** relating to the setting up of the partnership. Are there any restrictions on the partners to enter into the partnership working arrangement?

YES   **NO**

Reconsider objectives

Identify **legal issues** (Human Rights, confidentiality, Data Protection) **BEFORE GOING ANY FURTHER PARTNERS MUST SEEK LEGAL ADVICE**

Legal Issues

YES   **NO**

Specify and document each activity of information sharing by: describing **what information** is to be shared and for **what purposes.** Describe how information is to be shared and **who** is responsible for the information at each stage including access and disclosure, and who will be responsible for reviewing and monitoring information sharing protocols.

Reconsider proposal

Does the information sharing and storing meet: WBC Records Retention Policy, WBC security Standards, National Data Standards? At this stage WBC partner MUST seek advice from the I**nformation Security Manager.** Decide disclosure mechanism.

b) Hardware and software issues – information sharing

```
         YES ←── Is any hardware or software required to deliver the objectives of the ──→ NO
                              partnership?

                 Decide who gives IT advice and the procurement procedures to follow
                                    (seek advice from Legal)

                   Develop requirements / specifications based on the needs of the
                                          partnership

         YES ←──────── New hardware required? ──────→ NO

         YES ←──── Hardware to be shared with ──────→ NO
                           partners?

                 How is it to be shared? Who will pay          Ensure new
                    for it? Who is responsible for         hardware fits with
                   maintenance? Whose inventory?            WBC standards.

         YES ←──────── New software required? ──────→ NO

                 Sort out licensing arrangement (seek advice from Legal)

              How is it to be shared? Who will pay for it? Who is responsible for
                           maintenance? Whose inventory?

         YES ←──── At this stage are there changes ──────→ NO
                      required to existing WBC
                       procedures and processes?

              Consult with the Information Security Manager and Shared Legal
                  Solutions and decide if feasible for WBC to be involved.

              Document findings in Information Sharing Protocol and Exit Strategy
```

GENERAL PRINCIPLES OF CONDUCT FOR PARTNERSHIP WORKING

Selflessness
Members of the partnership should serve only the public interest and should never improperly seek or confer an advantage or disadvantage on any person or organisation.

Honesty and Integrity
Members of the partnership should not place themselves in situations where their honesty and integrity may be questioned, should not behave improperly, and should on all occasions avoid the appearance of such behaviour.

Objectivity
Members of the partnership should make decisions on merit, including when making appointments, awarding contracts, or recommending individuals for rewards or benefits.

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

Openness
Members of the partnership should be as open as possible about their actions and those of the organisation they represent, and should be prepared to give reasons for those actions.

Personal Judgment
Members of the partnership may 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 should 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 should respect the impartiality and integrity of the Local Authority's Statutory Officers, and its other employees.

Duty to Uphold the Law
Members of the partnership should 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 should do whatever they are able to ensure that the organisation they represent, authorise use of their resources prudently and in accordance with the law.

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

EXAMPLE PROTOCOL FOR THE RESOLUTION OF DISPUTES

1.   Aims and Principles
The aim of the following procedure is to resolve disputes that may arise during the tenure of the partnership, as expeditiously as possible, consistent with the principles of openness and fairness to all parties. It is also intended to ensure that the process of reviewing and developing the partnership is informed by disputes that may arise from time to time.

2.   Enquiries
Initial enquires about difficulties or disputes which have arisen in the conduct of relations between, on the one hand Members or Officers of the Council, and on the other hand, organisations, representatives or officers from the BLANK (name partnership), should be addressed by either party concerned to BLANK (name Officer and provide contact details). The enquiry may be redirected to an appropriate Council or Partnership Officer, in order to resolve the matter at an early and informal stage.

3.   Formal Process – 3 Stages
If the matter cannot be resolved at the informal/enquiry stage, the following stages will be pursued:

Stage One
The enquirer will be asked to explain in writing (as clearly and concisely as possible) the difficulty or dispute which has arisen, including (as appropriate):

- a summary of the issues in dispute;
- the partnership code or practice, principle or guideline which is held to be infringed;
- names and roles of parties involved;
- dates of relevant events / episodes;
- copies of relevant correspondence; and
- what action has been taken to resolve the matter to date.

The written enquiry will then be referred to the BLANK (e.g. partnership management group / steering group) who will decide if:

- It is a matter that falls within the remit / scope of the partnership agreement;
- Appropriate early action can be taken to resolve the issue;
- Further information / clarification is required from any of the parties concerned.

A letter will be sent to the enquirer within four weeks, explaining what action is proposed and/or requesting further information or clarification, as appropriate.

Stage Two
Should it not be possible to resolve the issue at stage 1, a meeting of the BLANK (e.g. partnership management group / steering group), will be called to consider whether the matter can be resolved by negotiation with the parties concerned or whether it is necessary to call a meeting of the BLANK (Partnership Disputes Panel – a special committee made up of appropriate representation from the partnership, panel members should be independent of the matter being discussed). Should this be considered necessary, the parties to the dispute will be notified in writing and may be invited to send a representative to the Panel meeting.

Stage Three
The Partnership Disputes Panel may be set up for the purposes of attempting to resolve or rule on disputes which cannot be resolved at stages 1 and 2. It shall comprise BLANK (name appropriate representatives from each organisation represented at the partnership, panel members should hold an appropriate level of seniority). The Panel shall be chaired by BLANK (name panel chair) and shall be serviced by BLANK (e.g. partnership clerk).

A meeting shall be arranged at the earliest possible date consistent with the availability of a majority of Panel members and representatives of the parties to the dispute. The Panel shall attempt to resolve the matter at one meeting. However, if it is considered that further evidence is required before reaching a conclusion, it may be decided to reconvene at a later date.

If, after hearing all the available evidence, the Panel is able to reach a decision as to the action that is required to resolve the dispute, the Chair of the Panel shall write to all the parties concerned requesting that such action is carried out. Those parties of whom action is required will be requested to respond within 4 weeks, with confirmation of the action taken and its outcome.

Where the Panel is unable to reach a conclusion, and does not believe that further evidence is available which will enable it to do so, the dispute will be considered irresolvable, and the parties will be notified accordingly.

A summary of all disputes referred to the Panel and the action taken will be submitted to the BLANK (e.g. partnership management group / steering group).

Appendix 7

JOINT RISK REGISTER

BLANK PARTNERSHIP RISK REGISTER

Priority Order (PO) is arrived at by considering the Residual Risk (the net risk / loss remaining after mitigation / planned action i.e. its likelihood is reduced) in the context of Risk Impact (potential consequences of risk occurring).

Residual risk is measured as: H – High; M – Medium; L – Low; N – None;

PO	DATE OF RISK ENTRY	RISK	PLANNED ACTION	BY WHOM / WHEN	LEAD PARTNER	RESIDUAL RISK
1						
2						
3						
4						
5						
6						

REMOVED FROM BLANK PARTNERSHIP RISK REGISTER AS A RESULT OF MITIGATING ACTION

Appendix 8

CONSIDERATIONS FOR THE EMPLOYMENT OF STAFF IN A PARTNERSHIP SETTING

Flowchart text content:

YES — Will the partnership require staff either employed or seconded? (If seconded also see secondment flow chart) — **NO** — End.

Seek advice from Human Resources. Establish who will be the employer, who will be running payroll interface, and decide how each partner will contribute to the staff costs.

NO — Is the partnership a 'legal entity'? — **YES** — Seek advice from HR regarding contracts, trade union consultations etc

YES — Has it been agreed how the cost of staff will be met? — **NO** — If staff are to be employed, funding needs to be secured

Consider how annual inflation will affect staff costs.

YES — Have all partner contributions been secured / guaranteed? — **NO**

YES — Will WBC be undertaking the recruitment process? — **NO** — **HR** need to be satisfied with the proposed recruitment procedure & advice.

Liaise with **Human Resources**

YES — Have suitable premises been identified, provision for IT, equipment, stationary etc? — **NO** — Agree prior to appointing staff and review budget implications

Ensure that the cost of premises etc been accounted for in staff costs

YES — If the partnership has a limited life, has staff retention / temp / permanent been considered? — **NO** — Recording financial incentives within the staff costings (bonuses)

Consider staff retention issues with partnership

YES — Has the partnership considered what will happen to staff when the partnership dissolves? — **NO**

Document findings in any exit strategy in the agreement / contract of employment

Agree and include these details in any exit strategy in the agreement including potential redundancy costs

Appendix 9

CONSIDERATIONS FOR THE SECONDMENT OF STAFF IN A PARTNERSHIP SETTING

Key issues for employing and seconding staff

- ➢ Pay;
- ➢ Training;
- ➢ Equipment;
- ➢ Grievance procedures & cost of disputes;
- ➢ Leave;
- ➢ Lone / home working;
- ➢ Appraisal & personal development;
- ➢ Health and safety; and
- ➢ Dissolution arrangements.

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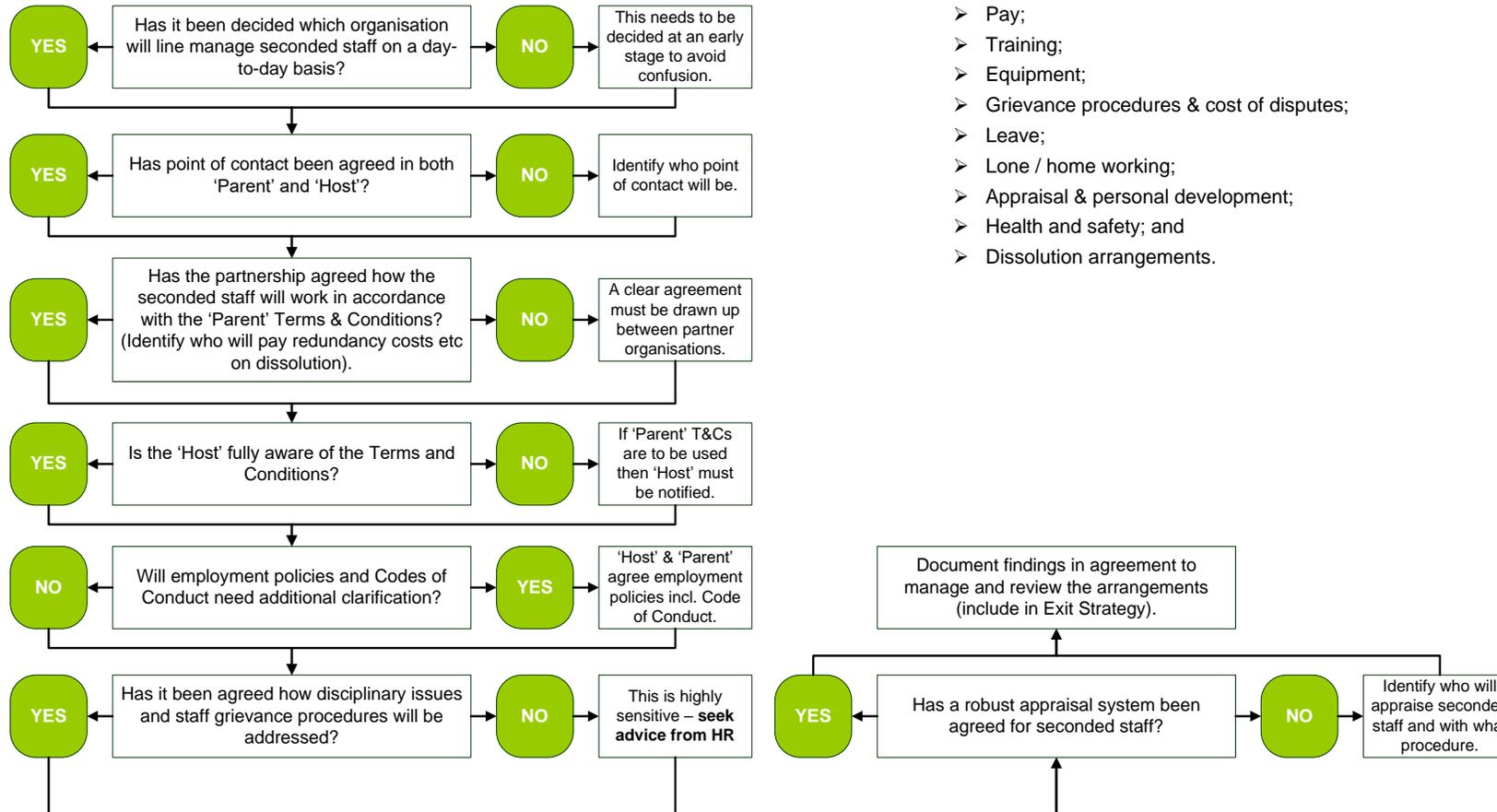
PARTNERSHIP SELF-ASSESSMENT TOOL

1   Guidance notes

The Council is committed to establishing partnership arrangements which support its strategic objectives and lead to a more efficient and effective delivery of public services. This Partnership Self-Assessment Tool has been prepared with reference to the Audit Commission's Report: Governing Partnerships – Bridging the Accountability Gap and the Council's own Partnership Protocol. The tool has been designed as a 'health-check' which establishes clear criteria against which partnerships can be evaluated in terms of their effectiveness and impact. The Council's Internal Audit section will seek assurance that all Medium partnerships complete the self-assessment at two yearly intervals.

2   Completion time

There is no set way for partnerships to use the self-assessment tool. Some may wish to complete it as a group, others may complete it separately and then come back together to develop one response, whilst some partnerships may wish to identify a key person to complete it. It is estimated that the tool will take 45 minutes to an hour to complete, depending on the method used.

3   Format

The self-assessment tool is split into 3 sections:

1	Key details	concerns key details of the partnership
2	Self-Assessment	checklist of 29 questions based on:

- partnership need;
- structure, framework and governance;
- council inputs and management of risk;
outcomes and impact

3	Action plan	provides a template which allows you to transfer the actions identified in the self-assessment to an action plan for short-term / quick wins and medium / longer term improvements

SECTION 1 – PARTNERSHIP DETAILS

PARTNERSHIP NAME:

PARTNERSHIP FUNCTION: (please rank in order of importance if more than one)

Policy formation

Service delivery

Information sharing / best practice

Other (please specify)

PARTNERSHIP PERIOD: FROM: TO:

IS PARTNERSHIP STATUTORY?   YES: NO:

PARTNERSHIP RESOURCES:

WBC financial contribution per annum (£)

Level of WBC Officer participation (hrs p.a.)

Accountable body

Lead partner (if different)

SECTION 2 – SELF ASSESSMENT CHECKLIST

Please tick to indicate Y = YES, P = PARTIAL, N = NO. Where 'partial' or 'no', you should give reasons for any non-compliance, and any compensating measures in place or actions in progress to address this. The template at Section 3 can be used to prepare a formal action plan to address any areas for improvement highlighted through the self-assessment.

REF	CHECKLIST ITEM	Y	P	N
PARTNERSHIP NEED Assessing the drivers and incentives for partnership working				
1.1	Does the partnership have a clear, agreed long-term vision of what it wants to achieve?			
1.2	Does the partnership use feedback from the local community to identify need?			
1.3	Is membership of the partnership appropriate and does it best reflect the partnership's aims and purpose?			
1.4	Is there evidence that the partnership is having a positive impact on the way in which services are delivered?			
1.5	Are the partnership's aims and its work closely aligned to and effectively support the Council's corporate, service and community ambitions?			
1.6	Has the partnership clearly defined what success will look like and the outcomes to be delivered?			
Any additional comments arising from section 1 of self-assessment:				
STRUCTURE, FRAMEWORK AND GOVERNANCE Assessing the framework and governance arrangements for effective partnership working				
2.1	Is the partnership supported by a partnership agreement / terms of reference / governing document which has been agreed by all parties?			
2.2	Does the partnership agreement clearly define the responsibilities of each partner?			
2.3	Does the partnership have effective support and administration arrangements?			
2.4	Do agents representing organisations have the delegated authority to take decisions on their behalf?			
2.5	Is the partnership supported by an agreed work programme and action plan(s) showing who will do what, by when and which effectively support delivery of the desired outcomes?			
2.6	Are partnership meetings effective and timetabled and are arrangements in place for communications between meetings?			
2.7	Has the partnership established clear principles of working including clearly defined processes in respect of decision making and the resolution of conflicts.			
Any additional comments arising from section 2 of self-assessment:				
COUNCIL INPUT AND MANAGEMENT OF RISK				

Assessing the Council's contribution and the associated risks of partnership working				
3.1	Does the partnership work democratically and is it accountable to its stakeholders?			
3.2	Does the management and chairing of the partnership provide an inclusive and impartial overview?			
3.3	Do all partners have the full capacity to be fully engaged in the partnership?			
3.4	Are the partnership's decisions open to effective scrutiny?			
3.5	Are effective protocols / principles in place for information sharing which effectively support management and planning?			
3.6	Has the partnership adopted a joint approach to the management of risks that threaten the achievement of its aims and objectives?			
3.7	Is the ownership of any assets clearly defined and understood by all partners?			
3.8	Is the partnership's financial position regularly reported on and reviewed?			
Any additional comments arising from section 3 of self-assessment:				
OUTCOMES AND IMPACT Assessing the impact and outcomes of partnership working to the Council and the local community				
4.1	Has the partnership agreed a performance management / monitoring process with clear responsibilities, outcome indicators, delivery dates and key milestones?			
4.2	Does the partnership have robust mechanisms for dealing with non-performance and holding partners to account for non-delivery?			
4.3	Do partners deliver what they have signed up to?			
4.4	Are the original partnership objectives being met?			
4.5	Have the partnership's aims and purpose been appropriately communicated to stakeholders including the local community?			
4.6	Have the partnership's achievements and successes been appropriately communicated to all stakeholders including the local community?			
4.7	Has consideration been given to the lifetime of the partnership and whether it should continue?			
4.8	Does the Council have an exit strategy in place for when the partnership comes to an end? (e.g. continuation of service, redistribution of resources / assets etc)			
Any additional comments arising from section 4 of self-assessment:				

PARTNERSHIP SELF-ASSESSMENT ACTION PLAN

PARTNERSHIP NAME:

ACTION Key finding of self-assessment	OUTCOME An improvement	RESOURCES What is required to achieve the outcome?	RESPONSIBILITY Officer / group responsible for delivering action	TARGET What will be achieved?	DEADLINE When will it be achieved?	PERFORMANCE MEASURE How will we know when it has been achieved?

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