

WARWICKSHIRE DIRECT PARTNERSHIP

APPENDIX 1

	File Reference	Leave Blank
Name of partnership	Warwickshire Direct Partnership	
Partners	Warwick DC, Stratford DC, Nuneaton & Bedworth BC, North Warks DC, Rugby BC, Warwickshire CC	
Commencement Date	1 st April 2004	
Purpose of PARTNERSHIP	Joint working to improve the service Partners offer to their Customers through the sharing of resources, technology & good practice	

	CONTROL	COMMENTARY Please refer to supporting documents/working paper references	Lead Officer
	ABOUT THE PARTNERSHIP		
1.1	Is the partnership to be a formal or informal one?	See Memo of Understanding. Formal	Susie Drummond
1.2	Have the aims of the partnership been defined?	See Memo of Understanding. Joint working to improve the service Partners offer to their Customers through the sharing of resources, technology & good practice	Susie Drummond
1.3	Is purpose of the partnership short-term or long-term	See Memo of Understanding. Long-term	Susie Drummond
1.4	Who is the lead partner?	See Memo of Understanding. All are joint Partners. Individual projects will have an assigned lead Partner.	Susie Drummond
1.5	What are the estimated costs to the council of contributing to the partnership	Software and employee costs, split between all partners. For this we get	Susie Drummond

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	(analysed)?	a CRM system and support.	
1.6	What (if any) is the financial liability of the Council if all other partners chose to withdraw from or terminate the agreement?	See Memo of Understanding. This MOU can only be terminated by mutual agreement of at least two thirds of the Parties. Any consequential costs arising from termination must be borne equally by all Parties	Susie Drummond
1.7	Are there any other contingent liabilities?	See Memo of Understanding. Each Party shall be jointly and severally liable for and shall indemnify each other against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law arising out of or in the course of or caused by the carrying out of this MOU, except to the extent that the same is due to any negligent act or omission or wilful default of any one Party or any persons for whom that Party is responsible, in which case, that Party shall be solely responsible for such expense, liability, loss, claim or proceedings. In the event of a successful claim (not involving negligence of any Party), each Party shall be jointly and severally liable save that each Party's liability shall be limited to an equal proportion of	Susie Drummond

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		the claim based upon the number of Parties current on the date the event leading to the claim occurred. Any Party that has resigned after the date of the event shall be liable for its share of the claims.	
1.8	What are other parties contributing to the partnership?	See Memo of Understanding. Equal contributions.	Susie Drummond
	CONTRACTUAL AGREEMENT		
2.1	Is there a contractual agreement which includes: <ul style="list-style-type: none"> • A constitution? • Legal, financial and personnel responsibilities? • Budgetary and accounting arrangements? • The monitoring of service delivery? • Nomination of a guarantor 	See Memo of Understanding.	Susie Drummond
	CONSTITUTION		
3.1	Is there a written constitution?	See Memo of Understanding	Susie Drummond
3.2	Does it define a management structure?	See Memo of Understanding	Susie Drummond
3.3	Does it cover such issues as: <ul style="list-style-type: none"> • The frequency of meetings? • Quoracy? • The recording and distribution of minutes? 	See Memo of Understanding. Does not include recording and distribution of minutes.	Susie Drummond
3.4	Does it identify: <ul style="list-style-type: none"> • Each partner's responsibility in terms 	See Memo of Understanding. Yes, except roles of treasurer, secretary	Susie Drummond

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	<p>of: financial liability (i.e. is it limited/ shared?</p> <ul style="list-style-type: none"> • Who owns any assets and balances resulting from the partnership? • How will the partnership settle disputes? • Exit clauses and a mechanism for other variations to the agreement? • Any confidentiality issues? • Who will fit the roles of treasurer, secretary, and auditor? 	& auditor.	
	LEGAL RESPONSIBILITIES		
4.1	What provision has been made for compliance with the law e.g. With respect to health and safety, data protection, employment and service specific legislation?	See Memo of Understanding.	Susie Drummond
	FINANCIAL RESPONSIBILITIES		
5.1	Who is responsible for ensuring that financial records are maintained and kept?	Joint responsibility but roles assigned by project board.	Susie Drummond
5.2	Have required records been defined to ensure that all legal and other obligations are met?	Yes	Susie Drummond
5.3	Have arrangements been made for internal/ external audit as required?	Yes	Susie Drummond
5.4	Have insurance requirements been considered, e.g. personal indemnity, third	See Memo of Understanding.	Susie Drummond

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	party, vehicles etc?		
5.5	Has advice been sought on the VAT rules applying to the partnership?	Yes	Susie Drummond
	PERSONNEL RESPONSIBILITIES		
6.1	Who is responsible for recruiting, employing and training staff?	Partners will employ staff directly not via the Partnership	Susie Drummond
6.2	Are staff clear about their roles and obligations, e.g. awareness of legal liability and governance framework (particularly important in the case of directors/ trustees)?	See Memo of Understanding.	Susie Drummond
6.3	Have staff or members made any declarations where there may be a conflict of interest?	Not applicable	Susie Drummond
6.4	Will partnership employ staff directly or will it expect partners to do it?	Partners employ staff, except 1 current ICT resource that is funded jointly but employed by WDC.	Susie Drummond
6.5	What is exit strategy for staff employed by the partnership?	Not applicable.	Susie Drummond
	BUDGETARY AND ACCOUNTING ARRANGEMENTS		
7.1	Does the agreement include: <ul style="list-style-type: none"> • Arrangements for approving budget? • Arrangements for monitoring 	Yes	Susie Drummond

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	<p>expenditure?</p> <ul style="list-style-type: none"> • Arrangements for dealing with overspends/ underspend? • How any contributions in kind (e.g. staff time or assets employed) are to be costed and included in the cost sharing arrangements? • What administrative/ management costs are to be charged to the partnership on the basis of their calculation? • An agreement by all parties, where the partnership will recover grant income, that they will comply with all the requirements specified and will provide the information required? • Arrangements for making payments to the lead authority? 		
	MONITORING SERVICE DELIVERY		
8.1	<p>Is there a service plan including profiled budget and performance indicators? If so:</p> <ul style="list-style-type: none"> • How many years does it span? • How regularly will it be updated? 	See WDP Programme of Work. A rolling two year strategic plan & detailed annual plan for the financial year ahead. Update against performance targets is every 4 months.	Susie Drummond
8.2	How will service delivery be monitored and reported.	Update against performance targets is every 4 months. An annual report sent to the Parties and to WACE in April of every year.	Susie Drummond

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APPENDIX 2

PARTNERSHIP HEALTH CHECK

	Never	Sometimes	Often	Always
Partners can demonstrate real results through collaboration				
Common interest supersedes partner interest				
Partners use the word 'we' when talking about partner matters				
Partners are mutually accountable for tasks and outcomes				
Partners share responsibilities and rewards				
Partners strive to develop and maintain trust				
Partners are pro-actively sharing information they hold				
Partners are willing to change what they do and how they do it				
Partners seek to improve how the partnership performs				
Partners regularly review risks together and work towards mitigation of high risk areas				

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