

IMPORTANT NOTE – Collaboration NI does not provide legal advice to organisations. Each organisation should take legal advice on this draft from its own solicitor before entering into this agreement.

Memorandum of Understanding Between 1) Top of the Rock HLC, 2) Old Library Trust HLC, 3) Bogside and Brandywell Health Forum, 4) The Maureen Sheehan Centre, HLC, Albert Street, Belfast, 5) Arc HLC, 6) Oak HLC, 7) East Belfast HLC, 8) Newlife Counselling, 9) Ards Peninsula HLC, 10) Ardoyne/Shankill Health Partnership, 11) Newlodge Duncairn HLC, 12,) WISPA HLC, 13) Ligoniel Village HLC, 14) Castlederg HLC, in relation to the Healthy Living Centres Alliance (“the Alliance”)

Dated: 2014

1. Details of Parties

- 1. Top of the Rock HLC 689 Springfield Rd, Belfast**
- 2. Old Library Trust HLC, Central Drive, Creggan, Derry**
- 3. Bogside and Brandywell Health Forum, 128 Lecky Road, Brandywell, Derry**
- 4. The Maureen Sheehan Centre 106 Albert Street, Belfast**
- 5. The Arc Healthy Living Centre Project, 116-122 Sallyswood, Irvinestown, Fermanagh**
- 6. OAK Healthy Living Centre, The Basement, 1 Lower Main Street, Roslea, Fermanagh. BT**
- 7. East Belfast Community Development Agency, 269 Albertbridge Road, Belfast**
- 8. Newlife Counselling, 25 Ardoyne Road, Belfast**
- 9. Peninsula Healthy Living Partnership, 4 Church Grove, Kircubbin, Newtownards**
- 10. Ardoyne/Shankill Health Partnership, Ardoyne Community Health Care Centre, Ardoyne Avenue, Belfast**
- 11. New Lodge/Duncairn Community Health Partnership, 206 Duncairn Gardens, Belfast**
- 12. WISPA HLC, Women in Sport & Physical Activity, Community Sports Development Unit, 331-333 Shankill Road, Belfast**
- 13. Ligoniel Health and Regeneration Project, Wolfhill Centre, 148 Ligoniel Road, Belfast**
- 14. Derg Valley Healthy Living Project, 33a Main Street, Castlederg**

This Memorandum of Understanding is between:

(together 'the Parties')

2. The Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the key components of the collaborative relationship between the Parties in the Alliance which will help to tackle and address health inequalities within local communities in Northern Ireland.

The aim of the Alliance is to share knowledge and best practice, harmonise systems, policies and procedures where appropriate, provide peer support to colleagues in other Healthy Living Centres, speak with one voice as far as it is possible to do so and to maximise influence on decision-makers.

It is also a key aim of the Alliance to be tender-ready and able to respond collectively to any tendering opportunities which might arise.

From time to time the Alliance will review whether to reconstitute the Healthy Living Centres Alliance as a charitable company limited by guarantee (or other corporate model) in order to better achieve its aims.

3. Name

The name of the collaboration is the Healthy Living Centres Alliance.

4. Strategic Objectives

The Parties are committed to providing and improving services to their beneficiaries through collaboration and are committed to working together to achieve the following strategic priorities:

- 4.1 develop a clear strategy and direction for the Alliance;
- 4.2 raise a central resource to organise and coordinate Alliance activity;
- 4.3 develop a consortia or shared service procurement model;
- 4.4 increase regional coverage by filling geographic gaps in the following Trust areas:
 - Northern
 - Southern
 - Western
- 4.5 act as an intermediary body between the statutory and the voluntary and community sector.

5. Guiding Principles of the Collaboration

The Parties agree to abide by the Guiding Principles of Collaboration. These are set out in Appendix 1.

6. Agreed Areas for Collaborative Working

The Parties have agreed to work collaboratively in order to address and tackle health inequalities within local communities in Northern Ireland. In particular they have agreed to collaborate in the following areas:

- 6.1 consolidate reputation and recognition of HLCs;
- 6.2 act as a collective with a clear voice on strategic issues around health inequalities;
- 6.3 support and inform members;
- 6.4 campaign/ lobby for HLC model and Alliance policies;
- 6.5 shaping policy and funding allocation, for example - making the case for a HLC in every locality;
- 6.6 developing and supporting HLC social franchise model;

- 6.7 assuring quality and standards in HLC delivery;
- 6.8 watching brief on government policy and delivery; and
- 6.9 research and evidence base and debate.

7. Confidentiality

This clause 7 is intended by the Parties to be legally binding.

The Parties shall keep confidential the terms of this Memorandum of Understanding and any and all confidential information that they may acquire in relation to the other Parties, their employees or service users.

No Party shall use another Party's confidential information for any purpose other than to perform its obligations under this Memorandum of Understanding. Each Party shall ensure that its officers, employees and volunteers comply with these confidentiality provisions.

These confidentiality obligations shall not apply to any information which is publicly available or becomes publicly available through no act or omission of the Parties or which a Party is required to disclose by order of a court of competent jurisdiction.

These confidentiality obligations shall continue to apply after the termination of this Memorandum of Understanding.

Full Alliance Group and Strategic Steering Group

8. Full Alliance Group

- 8.1 A meeting of the Full Alliance Group will be held on a bi-monthly basis to oversee, lead and guide the development of the Alliance and review its performance. Additional meetings may be called on an ad hoc basis, as and when required.

- 8.2 Other sub groups may be set up by the Full Alliance Group as and when required to look into specific tasks for the Alliance.
- 8.3 Each of the Parties in the Alliance is entitled to send one representative to the Full Alliance Group meeting. It is agreed that, in the event that a representative is unable to attend, the relevant Party will authorise a deputy to attend the Full Alliance Group meeting.

It is further agreed that any such deputy will be fully briefed on the business of the Full Alliance Group and will be authorised to make decisions on behalf of the appointing party (unless the circumstances are exceptional).

The Full Alliance Group may invite others to attend the Full Alliance Group meeting subject to the agreement of all members of the Full Alliance Group.

- 8.4 Danny Power will be the first chair of the Full Alliance Group, will provide secretarial support to the Full Alliance Group and will send out a draft agenda a week in advance of the Full Alliance Group meeting. Jenny Irvine will act as vice-chair of the Full Alliance Group. The role of the chair and the vice chair will be reviewed annually.
- 8.5 Members of the Alliance will inform the chair if they require further items to be added to the agenda. Draft minutes of the Full Alliance Group meetings will be distributed to Full Alliance Group members by the chair for the time being within two weeks of the date of the meeting.
- 8.6 The quorum at Full Alliance Group meetings will be five.
- 8.7 Where possible the Full Alliance Group will try to achieve a consensus. If a consensus cannot be achieved on a particular issue, the Full Alliance Group will generally postpone the decision until the next or a future Full Alliance Group meeting so as to allow time for further information-gathering, consultation and negotiation to take place.

9. Strategic Steering Group

- 9.1 The Full Alliance Group has established a Strategic Steering Group as a sub-committee of the Full Alliance Group.
- 9.2 Strategic Steering Group meetings will be held on a monthly basis but may be called on an ad hoc basis, as and when required, at the request of any of the Strategic Steering Group members.
- 9.3 The Full Alliance Group will decide the membership and terms of reference for the Strategic Steering Group.
- 9.4 The first members of the Strategic Steering Group will be Danny Power, Jenny Irvine, Tony Doherty and Martin Duffy.

10. Dispute Resolution

This clause 10 is intended by the Parties to be legally binding.

Whilst every attempt will be made to resolve any disagreements and conflicts quickly, informally and amicably, it is accepted that this is not always possible. Any conflict, disagreement or dispute between the Parties should be dealt with in the following staged way:

- 10.1 If at all possible difficulties should be dealt with informally using good practice conflict resolution methods.
- 10.2 Should the dispute remain unresolved following 10.1, the relevant employees of the Parties should be asked to attempt to negotiate a settlement to the dispute in good faith.
- 10.3 Should the dispute remain unresolved following 10.2, the Chief Executive Officers/relevant senior employee of the Parties should be asked to attempt to negotiate a settlement to the dispute in good faith.

- 10.4 Should the dispute remain unresolved following 10.3, the Chairs of the boards of the Parties should be asked to attempt to negotiate a settlement to the dispute in good faith.
- 10.5 Should the dispute remain unresolved following 10.4, the Chair of the board of the lead organisation will initiate formal mediation between the Parties. If there is no agreement as to who should mediate in the dispute, a mediator will be appointed by the Public Health Agency. Participation in the mediation process by the Parties is on a voluntary basis and, irrespective of the outcome, the costs of any mediation will be divided equally between the Parties. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by delay.

11. Termination

Any Party deciding to leave the Alliance shall be required to give at least three calendar months' prior notice to the other Parties.

12 Publicity and Intellectual Property

- 12.1 All references to Healthy Living Centres Alliance will carry any relevant Healthy Living Centres Alliance branding.
- 12.2 Equal prominence shall be given to all Parties in any publicity, promotional materials, press releases, articles, training sessions, presentations or other events relating to the Healthy Living Centres Alliance and all Healthy Living Centres Alliance materials will carry the logos of all Parties.
- 12.3 In addition, all publicity, promotional materials and press releases shall be approved by all the Parties before being communicated to any third parties.

- 12.4 Any intellectual property arising from the Healthy Living Centres Alliance or created together by the Parties shall be owned in equal and undivided shares by the Parties. This sub-clause 12.4 is intended by the Parties to be legally binding.
- 12.5 Promotion of the Alliance will be the responsibility of all the Parties. Media enquiries will be dealt with in the first instance by the chair for the time being (as set out in paragraph 8.4 above) and then as agreed appropriate by the Strategic Steering Group.

13. Legally Binding Provisions

With the exception of the Confidentiality provisions set out at clause 7, the Dispute Resolution provisions set out at clause 10 and the intellectual property provisions set out at sub-clause 11.4, this Memorandum of Understanding is not intended to be legally binding.

This Memorandum of Understanding does not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the relationship between the Parties provided for in this Memorandum of Understanding.

14. Policies and Procedures

All of the parties shall comply with the requirements of the Data Protection Act 1998 and shall put in place policies and procedures in relation to health and safety, equal opportunities, the protection of children, young people and vulnerable adults and any others required by law or relevant to the Alliance.

15. Review of this Agreement

This Memorandum of Understanding will be reviewed on an annual basis at a meeting of the Full Alliance Group. Any amendments to this Memorandum of Understanding will require the written approval of each of the Parties.

16. Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on different counterparts, but shall not be effective until each Party has signed at least one counterpart. Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same agreement.

Signed on behalf of [Name of HLC]:

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Appendix 1

Guiding Principles of this Collaboration

We agree individually and collectively to adopt the following guiding principles which we believe will improve our services.

Openness and transparency

We will adopt the principles of openness and transparency in all aspects of its operation and communication. This means that we apply the principle of no surprises and we will share information in a timely and accurate manner; that we will raise issues and problems as soon as possible and work creatively and constructively to find a resolution and that we will raise questions and queries promptly and share knowledge and expertise.

Sharing good and best practice

We recognise that each of us has something to bring to Healthy Living Centres Alliance and that equally we have something to get from it. We will share learning through identifying good and best practice. Each Party will be encouraged to adopt best practice that they see elsewhere and to share examples widely within Healthy Living Centres Alliance for the benefit of everyone.

Commitment to high standards and continuous quality improvement

We are committed to delivering high quality services and will work to ensure continuous quality improvement of our service provision. This means that we will set and expect high standards which we will monitor. We will support each other to develop our collective standards and where appropriate we will set challenging but realistic quality improvement targets. We will welcome external inspection as an opportunity to verify our internal quality assurance and quality improvement standards.

Operate sound business practices

We start off from the premise that we are all successful organisations with a need to generate income and receive fair financial recompense for our contributions. We will work hard to ensure that Healthy Living Centres Alliance's resources are distributed fairly and reflect the input that we each make. We will be efficient in how Healthy Living Centres Alliance operates. For example we will keep paperwork and bureaucracy to a minimum.

Commitment to flexibility

As a collaboration we acknowledge that we have much to learn from each other and that there may be times when things do not go according to plan or to expectation. We will therefore be flexible in terms of how we operate and be prepared to make changes, often at short notice. We will also demonstrate our commitment to flexibility in terms of our relationships with each other and will endeavour to learn about the different constraints placed on each of our organisations and how these affect how we operate.