

MOTOR NEURONE DISEASE ASSOCIATION

Company Limited by Guarantee No. 2007023

Registered Charity No.294354

AGREEMENT FOR WORKING TOGETHER

A Charter for the running ofgroup of the MND Association

Group objective(s) can be any or all of the following as agreed between the group and the Association. Within the area stipulated above, the group will:

- raise funds for the work of the MND Association and/or
- provide appropriate help and support to people living with MND, their families and carers and / or
- campaign and raise awareness of MND.

1. The Motor Neurone Disease Association and this Document.

The Motor Neurone Disease (MND) Association is a charitable membership organisation dedicated to improving the quality of life of people living with MND and associated conditions, their family and carers. The MND Association recognises that such work is carried out by a mixture of action at the local, regional and national level and therefore supports the formation and sustainability of local groups, being voluntary groupings of the MND Association in specific localities. This agreement is intended to empower such local groups to carry out the objects of the MND Association effectively and with the full support of the MND Association, and to achieve consistency of service provision to the MND Association's beneficiaries.

In order to ensure maximum benefit to the people for whom the charity exists, and also to ensure compliance with charity and company law, this agreement governs the relationship between the MND Association and its constituent groups, which are an integral part of the MND Association and are bound by all the rules of law applying to the MND Association. The issuing of this agreement (for as long as it is not suspended or terminated) acknowledges that the MND Association recognises and provides support to the group and its volunteers and members.

2. Our Vision and Mission

- Our vision is a world free from MND
- Our mission is:
 - We improve care and support for people with MND, their families and carers.
 - We fund and promote research that leads to new understanding and treatments, and brings us closer to a cure for MND.
 - We campaign and raise awareness so the needs of people with MND and everyone who cares for them are recognised and addressed by society.

3. Our Values

The MND Association has an agreed set of values which govern our behaviour and activities:

- People with MND, their families and carers are at the heart of everything we do.
- We collaborate, and value everyone's contribution.
- We achieve excellence through personal commitment and ongoing improvement.
- We respect and respond to people's diverse needs, backgrounds and views.
- We achieve our aims through building open and transparent relationships.

4. Our Volunteering Principles

The volunteering principles strengthen and inform development decisions in volunteering. They guide how we communicate, how staff and volunteers collaborate and how volunteers are supported.

The principles should also act as a guide to volunteer and employee behaviour, help volunteers get the best from volunteering and avoid major risks, as well as make good use of resources.

These principles are that we:

- Value volunteers' contributions.
- Are supportive.
- Encourage collaboration and sharing.
- Use volunteer friendly communication.
- Enable autonomy in decisions within boundaries.
- Make good use of volunteer skills.
- Provide opportunities to learn and develop.
- Recognise differing motivations for volunteering.
- Value diversity.
- Are flexible about time commitments.

5. Way of Working

The group through this agreement agrees to work within the objects of the MND Association and not in any way which is in conflict with the MND Association's *Articles of Association*, values, policies, stated procedures or with the law generally. The group will abide by all reasonable requests of the Board of Trustees (the board).

The group may not commission, fund or participate in any form of research into MND, its causes or any associated conditions without the advance permission of the director of research.

6. Rights and Privileges

For as long as this agreement is in force, the group will have the support and back-up of the MND Association, and in particular can expect the following rights and privileges (where resources allow). The right to:

- Use the MND Association's name, logo and other elements of corporate identity.
- Present the group as part of the MND Association and to use its company and charity registration numbers.
- The benefit of national promotional and marketing campaigns run by the MND Association.
- Access facilities available at the Association's central office, and to use resources that are provided by the Association including printed and electronic promotional and information resources.
- Attend relevant learning and development and inductions provided by the MND Association.
- Regular and up-to-date information and advice on issues relating to research, care and campaigning for people with MND.
- Submit nominations for the election of potential trustees.
- Support from MND Association staff as appropriate.
- Invite suitable persons to act as a non-executive president or patron of the group for terms of up to three years, subject to obtaining prior permission from the board. They will hold honorary membership of the MND Association, but they shall not have voting rights.

7. Obligations

The board is ultimately responsible for the actions of its groups. The group shall therefore through the planning group:

- Ensure compliance with the terms of this agreement at all times;
- Seek guidance from the directors of the MND Association on any matters over which there is doubt about authorisation, legality, or reputation.
- Report any known or suspected breach of this agreement or law by any of its volunteers or anyone associated with the group, promptly to the directors of the MND Association.
- Run the group in line with the good practice guidelines, policies and procedures of the MND Association, and in a way that does not expose the MND Association to reputational, financial or legal risks.
- Follow MND Association policies, procedures and guidelines and in particular, act in a manner that minimises exposure of the MND Association to reputational, financial or legal risks.
- To seek advice from their ASC in advance of any authorisation of third parties to use the logo or name of the MND Association where there is concern about possible any reputational risk to the group or the MND Association.
- Comply with any branding guidelines which may be issued from time-to-time by the MND Association.

8. Group Coordination and Leadership

Activities, decisions and actions by the group will be coordinated by the group's planning group. This planning group will ensure that all group activities are in line with this agreement and MND Association policy and procedure. A group leader or main contact will also be selected to facilitate decision-making and liaison. Volunteers on the planning group are jointly responsible for the decisions taken at group meetings.

There are no restrictions on the maximum size of the planning group and in most cases the meetings will be open to all group volunteers.

Recruitment and selection of group volunteers will be led by the Area Support Coordinator (ASC) and existing planning group volunteers. The ASC will be responsible for ensuring that the MND Association recruitment procedures are adhered to, including the taking of references.

No volunteer aged under 18 years, nor who is a un-discharged bankrupt, nor who has an unspent conviction for dishonesty nor whom the board (in their absolute discretion) have banned from such decision-making, nor who is otherwise disqualified from being a charity trustee by virtue of section 178 of the *Charities Act 2011* may be involved in financial decisions of the group.

Any volunteer may be removed by the board, or by a director through *the Procedures for Managing a Concern about a Volunteer*.

The planning group will seek to keep local people affected by MND and members of the Association informed of matters of interest or importance regarding the activities of the group and the Association.

The planning group may invite suitable person(s) to act as an honorary president or patron of the group for terms up to 3 years, subject to obtaining the prior permission of the board. The term of office may be renewed in three year increments, again subject to board approval . They will not have voting rights.

All group volunteers will be given a suitable induction. This is the responsibility of the ASC.

Anyone who gives their time freely to the group should be registered as a volunteer regardless of whether they are a member of the planning group or have a named role. The planning group will liaise with all volunteers and the (ASC) to ensure all such volunteers are identified on the MND Association's central records and afforded access to relevant insurance and communications.

9. Meetings

The number and frequency of group meetings is not stipulated and is at the discretion of the planning group, however, it is recommended that planning group volunteers meet at least quarterly.

A minimum of five local MND Association members may call an extraordinary general meeting (EGM) of the group (specifying in the notice when calling it, the purpose of the meeting), at any time. Only MND Association members may vote at such a meeting. The planning group would coordinate any such EGM with the assistance of the ASC.

At least thirty days' written notice of any EGM shall be given to all local MND Association members, only MND Association members may vote at any such meeting.

Notes of financial decisions and other key decisions are taken at planning group meetings and any general meetings. These should be sent to volunteering@mndassociation.org within ideally thirty days of the relevant meeting. This is so the MND Association have an audit trail on key financial or risk related decisions. It is recommended that all decisions made are recorded. Detailed or formal minutes are not however required.

There is no requirement for groups to hold annual general meetings, but the planning group may consider whether an annual review or celebration would be beneficial.

Planning group volunteers should declare any conflict-of-interest and withdraw when part of decision-making of the group.

10. Volunteer Expenses

The MND Association encourages volunteers to claim reasonable expenses that will then be reimbursed. Volunteers should not be out of pocket as a result of what they do on behalf of the group or the wider MND Association. The expenses of care focused volunteers such as Association Visitors will be paid from group funds as set out in the MND Association's volunteer expenses policy.

11. Information

The planning group are asked to provide the MND Association with updates on the members and volunteers of their group, people with MND being supported by the group, and financial support being given to individuals.

All information sharing, handling and storage must comply rigorously with the law and the MND Association's policy on data protection and confidentiality.

The MND Association will keep the planning group informed of changes in membership data relating to its area where allowed under data protection legislation.

The MND Association will support the group with appropriate guidance, updates and learning with regards data protection policy, practice and law.

12. Finance

All monies and other assets or equipment acquired by the group by any means will be the property of the MND Association, but spending decisions within MND Association policy may be managed locally by agreement with the directors.

The planning group are asked to liaise with the finance department of the MND Association for the appropriate administration of group income and expenditure.

The group are not able to open bank accounts.

The board will ensure that suitable and adequate systems are in place regarding the authorisation of expenditure by the planning group, to aid the smooth running

of group affairs, and to maximise the ability of the planning group to rapidly respond to demands on its resources.

Volunteers will follow the MND Association's cash handling and fundraising procedures, and the policy on accepting or refusing donations.

Fifty per cent of the end-of-year unrestricted balance of funds in the group accounts will be transferred to the MND Association's central funds, provided that this leaves a minimum working balance agreed by the board. The purpose of this is to support funding of the MND Association's activities, including research, local care centres and other local care of people affected by MND.

The MND Association will provide learning, instructions, support and guidance as required by the planning group, to ensure proper financial decision-making and administration.

13. Contracts and Liabilities

Any debts or losses incurred by the group are a liability of the MND Association. The group must not enter into any contract of employment. The group must not incur any liability, with a value exceeding that set out in the MND support grant guidance, without prior permission of a director. The planning group will ensure they comply with the MND Association's policies on group expenditure and financial support. There is guidance available to volunteers on how to apply these policies in practice.

The planning group will act in a manner that prevents unnecessary risk to the MND Association, its beneficiaries or to the public. Groups are required to follow procedure and policies on the management of health and safety, data security, financial controls and the safeguarding of children and vulnerable adults.

14. Stationery, Publicity Materials and Social Media

The planning group are asked to ensure that all stationery, publicity materials and social media used by the group comply with current charity and company law and the MND Association's policies, brands and corporate identity, and if in doubt, should seek guidance from MND Association employees regarding this issue. All documents requesting money or other property for the benefit of the MND Association should have stated on them the fact that the MND Association is a registered charity and charity number 294354.

15. Data Protection and Confidentiality

The planning group will ensure that the group complies with the MND Association's policy and practice regarding data protection and confidentiality, and with data protection legislation. Where in doubt, volunteers should seek advice from their ASC, the head of volunteering, or data protection officer.

Any suspected breach must be reported immediately to a ASC, the head of volunteering, data protection officer or a director.

16. Termination, Suspension and Alteration of the Agreement

The board may alter, terminate, suspend or alter this agreement or any of its requirements at any time. In particular (but without limitation) the board shall have the power to terminate or suspend the powers granted to the group under this agreement if:

- a) The group is in breach of any of the requirements of the agreement.
- b) The group acts in a way which brings the name of the MND Association into disrepute.
- c) Any reasonable evidence is brought to the attention of the board of unlawful acts or fraud by any volunteers within the group.
- d) The board considers such action to be in the best interest of the MND Association.

In the event of the board suspending or terminating this agreement, all assets, property, financial and other records held by the group shall immediately be under the direct control of the board.

17. Comments and Complaints

If the group volunteers wish to provide comments or feedback in relation to the terms and operation of this agreement, they may do so by submitting such comments in writing to the chair of the board.

If the group considers that the MND Association or the board have not fulfilled their commitments under the terms of this agreement, the planning group may submit a formal complaint in writing to the board, after having first sought an informal resolution through the director of engagement. If the board considers that the complaint is justified, it will seek to rectify the matter as soon as possible. If the board does not consider the complaint to be justified, they will appoint an independent committee to consider the complaint and to report back to the board and to the planning group.

18. Dissolution

The group may only be closed by the MND Association, usually following recommendations or requests from the group volunteers, or through decision of the director of engagement or chief executive. Upon dissolution of the group all assets, property, financial and other records held by the group should be returned immediately to the MND Association.

Members of the Association in the area covered by the group may vote at a specially arranged EGM to set up an Association branch covering the same geographical area. In so doing will be required to abide by the branch agreement.

Appendix one. Definitions

In this agreement:

“MND” means Motor Neurone Disease and associated conditions, including amyotrophic lateral sclerosis, Kennedy’s disease, progressive muscular atrophy, primary lateral sclerosis and juvenile amyotrophic lateral sclerosis.

“The Association” means the charitable company the Motor Neurone Disease Association.

“The Board of Trustees” or “board” means the Board of Trustees established under the Articles of Association of the MND Association.

“The group” means the group of the MND Association established by this agreement.

“The planning group” are the group members who volunteer to organise and take responsibility for the group’s activities.

Appendix 2. Objectives

The charitable objects of the MND Association are:

1. the relief of persons who are, or who are suspected of being, affected by Motor Neurone Disease and its associated conditions ("the beneficiaries") by seeking to ensure that such persons and their families and carers receive such help and assistance as is calculated to relieve their need; and
2. to commission, undertake, promote, monitor and manage research into all aspects of Motor Neurone Disease and its associated conditions and causes and work towards their prevention and cure and to publish and disseminate the useful results for the benefit of the public.

Signed on behalf of the group

Signature

Name

Date