

MOTOR NEURONE DISEASE ASSOCIATION

Company Limited by Guarantee No. 2007023
Registered Charity No.294354

AGREEMENT FOR WORKING TOGETHER

Charter for the operation of the Branch of the MND
Association

1. About the 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 branches, being voluntary groupings of the MND Association in specific localities. This agreement is intended to empower such local branches 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 branches, 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 branch and its volunteers and members.

2. Administration

- 2.1 The branch is established under the auspices of, and as an integral part of, the MND Association by the Board of Trustees (the Board) of the MND Association under their powers of delegation.
- 2.2 The branch will be administered and managed in accordance with this agreement and with any instructions, regulations or guidelines issued from time to time by the MND Association to the branch committee constituted by clause 11 of this agreement.

3. 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.

4. MND Association 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.

5. 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
- Enable collaboration and sharing
- Use volunteer friendly communication
- Enable autonomy in decision-making within boundaries
- Make good use of volunteer skills
- Provide opportunities to learn and develop
- Recognise the differing motivations for volunteering
- Value diversity

- Are flexible about time commitments.

6. Powers

- 6.1** The branch committee is, by delegated authority of the board, responsible for the management of the branch, in accordance with this agreement, and will report to the board in accordance with all reasonable requests and instructions. The branch committee will use these powers only to carry out the charitable objects of the MND Association. Branch powers may not be used in any way that is in conflict with the MND Association's *Articles of Association*, policies, stated procedures or with the law generally.
- 6.2** The branch committee may exercise all powers of the branch set out in this agreement, but not those that this agreement requires exclusively to be exercised in a general meeting.
- 6.3** The branch may not fund or participate in any form of research into MND, its causes or any associated conditions without the advance permission of the chief executive of the MND Association (the Chief Executive).

7. Rights and Privileges

- 7.1** For as long as this agreement is in force, the branch will have the support of the MND Association, and in particular may expect the following rights and privileges (where resources allow):
- 7.1.1** The right to use the MND Association's name, logo and other elements of corporate identity.
- 7.1.2** The right to present the branch as part of the MND Association and to use its company and charity registration numbers.
- 7.1.3** The benefit of national promotional and marketing campaigns run by the MND Association.
- 7.1.4** Access to facilities available at the MND Association's central office, and to use resources that are provided by the MND Association including printed and electronic promotional and information resources.
- 7.1.5** Relevant learning and development provided by the MND Association, including updates on legal issues pertaining to the operation of a branch (for example data protection information).
- 7.1.6** Up-to-date information and advice on issues relating to research, care and campaigning for people with MND.
- 7.1.7** The right to submit resolutions to the MND Association's AGM, where a majority of the branch committee agrees the resolution wording in advance, (although only individual members may vote at the AGM).

7.1.8 Access to support from MND Association staff and insurance as appropriate.

8. Obligations

8.1 The board is ultimately responsible for the actions of its branches. The branch and its branch committee are accountable to the board in all matters. Thus the branch through its branch committee is bound by the following obligations:

8.1.1 To ensure compliance with the terms of this agreement at all times.

8.1.2 To seek guidance from the directors of the MND Association on any matters over which there is doubt about authorisation, legality, or reputation.

8.1.3 To report any known or suspected breach of this agreement, MND Association policy, or law by any of its members or anyone associated with the branch promptly to a director of the MND Association.

8.1.4 To run, develop and maintain an effective branch in line with the guidelines, policies and procedures of the MND Association; and in particular, act in a manner that does not expose of the MND Association to reputational, financial or legal risks.

8.1.5 To keep branch members informed of matters of interest or importance regarding the activities of the branch and the MND Association as a whole. This may be done for example through newsletters, mailings, webpages, social media or open meetings.

8.1.6 To seek advice from their Volunteer Development Coordinator (VDC) 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 branch or the MND Association.

8.1.7 To comply with any branding guidelines which may be issued from time-to-time by the MND Association.

8.1.8 To not do anything, or give permission for any third party to do anything which may in the reasonable opinion of the MND Association, cause, or be likely to cause, damage to the MND Association's reputation or goodwill.

8.1.9 To act in a manner that minimises risk to the MND Association, its beneficiaries or to the public. Branches are required to follow MND Association procedure and policies on the management of health and safety, data security, financial controls and the safeguarding of children and vulnerable adults.

9. Membership

9.1 The branch members will be members of the MND Association, who live in the area of the branch or who wish to be linked with the branch.

9.2 Membership records and the collection of subscriptions are the responsibility of the MND Association.

10. Volunteering

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

11. Branch Committee

11.1 It is suggested that the committee is made up of no fewer than five members, including the honorary officers (chair, vice-chair, treasurer and secretary). The branch committee may include other committee members without stated portfolios.

11.2 When there is a vacancy for a position on the branch committee, the existing committee will liaise with the VDC to fill the role using standard MND Association selection processes. The VDC will ensure that recruitment options from within the committee and from without are considered. The VDC (or similarly empowered staff member) and other current committee members will oversee the selection process. Appointments into specific roles will be agreed within the committee, with the VDC ensuring a fair process where more than one person seeks to apply for a post. The VDC will always liaise with the chair to ensure that consideration is given to succession planning within the committee.

11.3 No more than half of the officers of the branch committee may be related to one another by blood, marriage, civil partnership or long term relationship. As branch committee members will be administering charitable funds on behalf of the MND Association, no one may serve as a branch committee honorary officer (chair, vice chair, secretary or treasurer) who is under eighteen years old, or who is an un-discharged bankrupt, or who has an unspent conviction for dishonesty or whom the board (in their absolute discretion) have banned from membership of the branch committee, or the MND Association, or who is otherwise disqualified from being a charity trustee by virtue of section 178 of the *Charities Act 2011*. All prospective branch committee honorary officers must confirm that these restrictions do not apply to them prior to their appointment.

11.4 Two references must be taken for all prospective branch committee members.

11.5 Good practice suggests that honorary officers do not hold the same post for more than six consecutive years, without a break of at least a year. In reality, this is often impractical due to a lack of new recruits. The MND Association asks that branches aspire to this turnover target where at all possible. Retiring

honorary officers may remain as members of the committee in other roles or volunteer with the branch.

- 11.6** Any member of the branch committee may be disqualified or removed from being a branch committee member by a majority vote by the branch members in a general meeting, by the board, or by a director of the Association through *The Procedures for Managing a Concern about a Volunteer*. Any member whose removal is proposed will have the right to state her/his case to the meeting at which the decision is to be made. A person will automatically be disqualified from the branch committee if she or he is disqualified from acting as a charity trustee by sections 178 to 181 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 11.7** Any member of the branch committee will cease to hold office if s/he is absent from meetings of the branch committee without good reason for a period of six months and the branch committee decide that his or her office be vacated; or if s/he or he resigns in writing.
- 11.8** The branch committee may invite suitable persons to act as an honorary president or patron of the branch for terms of up to three years, subject to obtaining prior permission from the board. The term of office may be renewed in three year increments, each time with the permission of the board. They will hold honorary membership but they will not have voting rights.
- 11.9** All branch committee members will be given inductions into their roles. This is the responsibility of the VDC.

12. Branch Meetings

- 12.1** In each calendar year the branch committee will call at least two support meetings for people living with MND, their families and carers. But the Association encourages branches to run many more. They will also call an annual general meeting (AGM). At the AGM, the branch committee will present its report on the preceding year and the branch's annual income and expenditure. The AGM should be held before the end of April. The AGM is an opportunity to celebrate the work of the branch over the preceding 12 months.
- 12.2** A minimum of five members may call an extraordinary general meeting (EGM) of the branch (specifying in the notice when calling it, the purpose of the meeting), at any time. Five members are required for any AGM or EGM to be quorate. It is the responsibility of the branch committee to alert members in sufficient time of such meetings regardless of who calls them.
- 12.3** At least thirty days' written notice of the AGM and of every EGM will be given to all branch members. At least one weeks' notice of any open meeting will be given to all branch members.
- 12.4** Only branch members may vote at general meetings of the branch.

13. Branch Committee Meetings and Proceedings

- 13.1** The branch committee will meet at least four times in each calendar year as a committee. Not less than 7 days' notice must be given to the members of the branch committee.
- 13.2** The minimum number of branch committee members necessary for any branch committee meeting to take place will be three members, including at least one honorary officer.
- 13.3** Decisions will normally be decided by simple consensus. Where a vote is required the matter will be determined by a simple majority of votes of the members of the branch committee present and voting on the question.
- 13.4** Every member of the branch committee will have one vote, but in the case of an equality of votes the chair of the meeting will have a second casting vote.
- 13.5** The MND Association employees and trustees will be entitled to attend and speak at any meeting of the branch or of the branch committee. Out of courtesy this would ordinarily be agreed with the branch chair in advance.
- 13.6** Simple minutes of all branch committee meetings and general meetings, containing details of decisions made, will be maintained by the branch committee and be sent to volunteering@mndassociation.org within thirty days of the relevant meeting.
- 13.7** A branch committee member with a conflict of interest in a meeting item must declare it before discussion and if decided by the other branch committee members, leave the meeting for that item or have no vote.
- 13.8** Once every two years the branch, with the help of the VDC, will conduct a branch review.

14. Branch Committee Members' and Other Volunteers' 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 branch or the MND Association. The branch will pay the expenses of care focused volunteers such as MND Association Visitors (AVs) from branch funds in line with the MND Association's policy and procedures on volunteer expenses. On the occasion that branch funds are not sufficient, the branch should seek assistance from the MND Association's finance team.

15. Information

- 15.1 Branches will provide the MND Association with regular updates on the members and all volunteers (including those not on the branch committee) of their branch, people with MND being supported by the branch, and financial support being given to individuals. Data protection rules should be followed rigorously when sharing such data. If in doubt, seek guidance from your VDC.
- 15.2 All information sharing, handling and storage must comply with the law and the MND Association's policy and practice on data protection and confidentiality.
- 15.3 The MND Association, will keep the branch informed of changes in membership data relating to its area, where allowed under data protection legislation.

16. Finance

- 16.1 All monies and assets acquired by the branch by any means are the property of the MND Association, and the responsibility of the board, but may be managed locally by the branch committee by agreement with the board.
- 16.2 The branch committee will be responsible for the appropriate administration of funds that have been entrusted to it. The branch must follow policy and guidelines set out in the *Treasurers' Guidelines*, and the *Financial Support Grant Policy*. There are guidance documents available to help branches abide by the policy and manage exceptions.
- 16.3 In particular, the branch committee will ensure that:
 - 16.3.1 Full and detailed records are kept of all income, expenditure, assets & liabilities using the templates provided by the MND Association.
 - 16.3.2 All cheques or other devices of expenditure are signed/authorised by at least two authorised signatories who are members of the branch committee.
 - 16.3.3 The four branch honorary officers (chair, vice-chair, secretary and treasurer) will all normally be authorised signatories/approvers, with the exception that none of the signatories should be related to one another by blood, marriage, civil partnership or long term relationship. Where a non-honorary officer is authorised as a signatory or approver s/he must comply with the requirements set out for honorary officers in clause 11.3 of this agreement.
 - 16.3.4 The branch will not open bank accounts.
 - 16.3.5 A branch quarterly financial return will be submitted to the MND Association using the process as chosen by the director of finance within the required deadlines.

- 16.3.6** Details of all income and expenditure are reported by the treasurer at regular branch committee meetings. This should be recorded in minutes, including details of any decisions made.
- 16.3.7** The MND Association's cash handling procedures are followed
- 16.3.8** Any donation accepted, meets the terms of the MND Association's policy on accepting or refusing donations.
- 16.3.9** The branch accounts and accompanying documentation are available to the MND Association's finance team and or honorary treasurer upon request.
- 16.4** If it is believed to be necessary in the safeguarding of funds, the board is entitled to close any account of the branch and/or transfer any funds held by the branch. The board may also amend any permissions relating to any branch held account(s) so that the funds may be managed by such persons that the board deem suitable – this may exclude any or all individuals associated with the branch in question.
- 16.5** The board will ensure that suitable and adequate systems are in place regarding the authorisation of expenditure by branches, to aid the smooth running of branch affairs, and to maximise the ability of the branch to rapidly respond to demands on its resources.
- 16.6** Fifty per cent of the end of year unrestricted balance of funds in the branch account will be transferred to the MND Association's central reserves within two months of the end of the financial year, provided that this leaves a minimum working balance agreed by the board. The purpose of this transfer is to assist with the running of the MND Association including contributions to local services for people living with MND and for research.
- 16.7** The MND Association will ensure that the branch is provided with sufficient information to allow consideration of local, regional and national funding priorities when deciding the most appropriate allocation of expenditure.
- 16.8** The MND Association will ensure proper maintenance and monitoring of branch accounts and provide suitable learning, instructions, support and guidance as required to assist the branch committee.
- 17. Contracts and Liabilities**
- 17.1** As any debts or losses incurred by the branch are a liability of the MND Association, the branch must not enter into any contract of employment. The branch must not incur any liability, with a value exceeding that set out in the MND financial support grant policy, without prior permission of a care director. The branch committee must ensure they comply with the Association's policies and procedures on branch expenditure. The branch must follow the *MND Support Grant Policy*. There are guidelines available to help branches follow this policy.

17.2 The branch may not acquire or hold possessions, equipment or property of any kind other than money without the prior approval of the director of finance. As such, property will belong to the MND Association.

18. Stationery, Publicity Materials and Social Media

18.1 The branch committee will ensure that all stationery, publicity materials and social media used by the branch comply with current charity and company law and the MND Association's policies, brands and corporate identity. The MND Association's staff are available to assist with guidance regarding this issue.

18.2 The branch committee will ensure that no public material or social media activity exposes the MND Association or the branch to reputational damage. Branch committee members are also asked to be mindful of how they portray the MND Association on personal or non-Association branded social media.

18.3 All documents requesting money, equipment, services 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 include the MND Association's charity number 294354.

19. Data Protection and Confidentiality

19.1 The branch committee will ensure that the branch complies with the MND Association's policy and practice of data protection and confidentiality, and with data protection legislation.

Where in doubt, the branch committee should seek advice from their VDC, the head of volunteering, or data protection officer.

19.2 Any suspected breaches must be reported immediately to the VDC, head of volunteering, data protection officer or a director.

20. Termination, Suspension and Alteration of this Agreement

20.1 Alteration of the Agreement:

- The board may amend the provisions of this agreement at any time.
- Branch members may propose amendments to this agreement by putting a resolution to an AGM or EGM of the MND Association in accordance with the *Articles of Association of the MND Association*.
- Further to a proposal having been made, the board will inform the branch members or the branch committee (as appropriate) in writing of any changes

to be made to the provisions of this agreement as soon as possible after such changes have been considered and (if appropriate) made.

20.2 The board may terminate or suspend this agreement or any of its provisions at any time by passing a resolution revoking some or all of the powers delegated under the agreement. In particular (but without limitation) the board has the power to terminate or suspend the powers delegated to the branch and the branch committee under this agreement if:

- The branch or the branch committee are in breach of any of the requirements of the agreement;
- The branch or the branch committee act in a way which brings the name of the MND Association into disrepute;
- Any reasonable evidence is brought to the attention of the board of unlawful acts or fraud by the branch or the branch committee or any of its members;
- The board considers such action to be in the best interests of the MND Association.

20.3 Except in cases of urgency, the board will seek where possible to give at least one month's notice to the branch committee of its intention to terminate or suspend this agreement or any of its provisions, and give reasons. The board will normally invite the branch committee to make written representations to the board against the proposed termination or suspension of this agreement or any of its provisions. The board may, upon considering the representations and in its discretion, decide to revoke its decision to terminate or suspend the agreement.

20.3.1 In urgent cases, the chief executive has the power, delegated by the board, to suspend the powers and activities of the branch pending a decision by the board.

20.3.2 In the event of the board suspending or terminating this agreement, all assets, property, financial and other records held by the branch must be returned immediately to the board and will be under their direct control.

21. Comments and Complaints

21.1 If the branch committee wishes to provide comments or feedback in relation to the terms and operation of this agreement, it may do so by submitting such comments in writing to the chair of the board.

21.2 If the branch committee considers that the MND Association or the board have not fulfilled their commitments under the terms of this agreement, the branch committee may submit a formal complaint in writing to the board. If the board considers that the complaint is justified, it will seek to rectify the matter as soon as possible.

22. Dissolution

- 22.1** The branch may, by a two-thirds majority vote in an AGM or EGM, decide to dissolve itself. If the branch committee seeks to dissolve the branch, but at the branch AGM there are insufficient branch members to form a quorum, then the branch will be deemed to have dissolved. Upon dissolution of the branch all assets, property, financial and other records held by the branch are to be returned immediately to the MND Association.
- 22.2** Upon dissolution, branch members may elect to set up an Association group and in so doing will be required to abide by the *Group Agreement*.

Signed on behalf of the branch committee to acknowledge receipt and understanding of the branch agreement for working together.

Name:

Position on Committee:

Date:

Signature:

Please return this page to your VDC for the MND Association records.

APPENDICES

Appendix 1. Interpretations

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 MND Association” means the charitable company the Motor Neurone Disease Association.

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

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

“Branch member” means a member of the branch admitted in accordance with clause 8 of this agreement.

Appendix 2. Objects

The charitable objects of the MND Association are:

- 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 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.