

MOTOR NEURONE DISEASE ASSOCIATION

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

AGREEMENT FOR WORKING TOGETHER

Agreement for the operation of the _____ Branch of
the MND Association

1. About this Document

This agreement is intended to enable local branches to carry out the objectives of the MND Association effectively and with the full support of the Association, and to achieve consistency of support to the 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 branches, which are an integral part of the MND Association and are bound by all the legal requirements applying to the Association, and by the Association's Articles of Association. The issuing of this agreement acknowledges that the MND Association recognises and provides support to the branch, its volunteers, and local supporters.

Please see the appendices which reference interpretation of key terms in this document and the charitable objects of the MND Association

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 the Association's policies, regulations and guidelines.

3. 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.

4. Volunteering Principles

The Association has principles setting out our approach to volunteering. They guide how staff and volunteers communicate, collaborate and how volunteers are supported. They may be found on our website here [Add link]

5. Powers

- 5.1** The Branch Committee is responsible for the management of the branch, in accordance with this agreement, and will report to the Board through the Association's staff in accordance with all reasonable requests. 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 conflicts with the MND Association's *Articles of Association*, policies, stated procedures or with the law generally
- 5.2** The branch may not fund, nor participate in, any form of research into MND, its causes, treatments, or any associated conditions without the advance permission of the Chief Executive or Director of Research of the MND Association.

6. Rights and Privileges of the Branch

- 6.1.1** Use the MND Association's name, logo, and other elements of corporate identity.
- 6.1.2** To present the branch as part of the MND Association and to use its company and charity registration numbers.
- 6.1.3** The benefit of national promotional and marketing campaigns run by the MND Association.
- 6.1.4** Access to facilities available at the MND Association's offices and to use resources that are provided by the Association, including printed and electronic promotional and information resources.
- 6.1.5** Relevant learning and development provided by the MND Association, including updates on legal issues pertaining to the operation of a branch

- 6.1.6 Up-to-date information and advice on issues relating to research, support, and campaigning for people with MND.
- 6.1.7 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).
- 6.1.8 Support from MND Association staff locally and centrally, and insurance cover as appropriate which is outlined in the *Insurance Cover for Volunteers* document

7. Obligations of the Branch

- 7.1 The board is ultimately responsible for the actions of its branches. The Branch and its branch committee are accountable to the Board, and through delegation, Association directors in all matters. The Branch through its branch committee is bound by the following obligations:
 - 7.1.1 To follow the terms of this agreement at all times.
 - 7.1.2 To seek guidance from the directors of the MND Association on any matters over which there is doubt about authorisation, legality, or reputational risk.
 - 7.1.3 To work in partnership with the local staff, to provide support for local people affected by MND.
 - 7.1.4 To report any known or suspected breach of this agreement, MND Association policy, or law by anyone associated with the branch promptly to a Head of Region or director of the MND Association.
 - 7.1.5 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 the MND Association to reputational, financial or legal risks.
 - 7.1.6 To seek advice from their Area Support Coordinator (ASC) in advance of any authorisation of third parties to use the logo or name of the MND Association.
 - 7.1.7 To follow the branding guidelines of the MND Association.
 - 7.1.8 To not do anything, nor give permission for any third party to do anything which may cause damage to the MND Association's reputation or goodwill.
 - 7.1.9 To act in a manner that minimises risk to the MND Association's beneficiaries or to the public.

8. Diversity, Equity, and Inclusion

Diversity means understanding that each individual is unique and recognising those individual differences in a positive way.

Equity seeks to ensure fair treatment, equality of opportunity, and fairness in access to information and resources for all.

Inclusion means that all people are able to participate fully in our services and activities

The branch committee have an important role in ensuring that their activities are inclusive. Officers will undertake learning on diversity, equity and inclusion as part of their induction and all branch committee members are strongly encouraged to take part in diversity, equity and inclusion learning events provided by the Association for volunteers. The branch committee have an essential role in ensuring that:

- local branch activities are inclusive and welcoming to all people affected by MND as well as current and potential volunteers.
- there is regular consideration of the branch's activities and venues to ensure they are accessible to all.
- in partnership with the ASC, efforts are made to widen the diversity of the local volunteer-team
- the branch reaches out to all people affected by MND and recognises individuals' differing needs and expectations in engaging with the branch and its activities.

9. Local Supporters

9.1 The branch will have a range of local supporters not all of whom will be members of the Association.

9.2 The branch will support all local people affected by MND regardless of whether they are Association members.

9.3 The branch committee are asked to promote Association membership locally, as membership is a key way to engage with the Association's work and to ensure the Association can speak for all people affected by MND.

10. Volunteering

Anyone who regularly gives of 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. Registered volunteers will be invited to become members of the MND Association. The branch committee will liaise with all local volunteers and the ASC to ensure all such volunteers

are identified on the MND Association's central records and have therefore access to relevant insurance and communications.

11. Branch Committee

- 11.1** Ideally the committee will be made up of no fewer than five members, including the 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 ASC who will support the committee to fill the role. The remaining current committee members will oversee the selection process with the support of the ASC. Appointments into specific roles will be agreed within the committee. The committee are asked to promote inclusivity by frequently considering how to welcome new members onto the committee. The ASC will support 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 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 MND Association. All prospective branch committee officers must confirm that these restrictions do not apply to them prior to their appointment.
- 11.4** The ASC will support the committee to ensure that the Association's recruitment, enrolment and induction processes for committee members are followed including consideration of safe recruitment and the taking of references.
- 11.5** Officers should not normally hold the same post for more than six consecutive years, without a break of at least a year. The Association recognises that in exceptions this can prove difficult and will work with branches to plan for succession. ASCs will support the Branch to ensure there are sufficient suitable volunteers in position to take on each position and outgoing committee members where possible. Retiring 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 the Board of Trustees, or by a director of the Association through the procedures for *Managing a Concern about a Volunteer*. Any person removed through these procedures has a right to an appeal under that process.

- 11.7** Any member of the branch committee will cease to hold office if they are absent from meetings of the branch committee without good reason for a period of six months and the branch committee decide that their office be vacated, or if they resign.
- 11.8** The branch committee may invite suitable persons to act as a president of the branch for a term of up to six years, subject to obtaining prior permission from the Engagement Committee of the Board of Trustees. The term of office may be renewed in six-year increments, each time with the permission of the Engagement Committee. They will not have voting rights on the branch committee. A branch president may be removed or disqualified at any time by a majority vote of the Engagement Committee, or the Board of Trustees.
- 11.9** All branch committee members will be given inductions into their roles. This is the responsibility of the Branch Chair supported by the ASC.

12. Branch Meetings

- 12.1** Careful consideration should be given to the location of meetings, in particular to ensure that the venue is suitably accessible and inclusive. Meetings may take place in person or online.
- 12.2** The committee may choose at its discretion to hold a local Annual General Meeting to showcase the work of the branch in the preceding 12 months. If a branch chooses not to hold an AGM, then they should produce an impact report outlining their activities in the period including a summary of financial activity for the year. This should be distributed to local supporters and beneficiaries and the Association's Volunteering Team.
- 12.3** A minimum of five local Association 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 Association members are required for any AGM or EGM to be quorate. It is the responsibility of the branch committee to alert local supporters and Association members in sufficient time of such meetings regardless of who calls them.
- 12.4** At least thirty days' written notice of any AGM or EGM must be given to local supporters and local Association members linked to the branch.
- 12.5** Only Association 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. Branch committee meetings should be held at a time and place that is suitable to attendees and consideration should be given of the accessibility for future volunteers too. Meetings may be held in person or via video conference, as preferred by the 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 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.
- 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 encouraged to attend branch committee meetings. 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 the ASC and Regional Fundraiser.
- 13.7 A branch committee member with a conflict of interest in a meeting item must declare it before discussion and leave the meeting for that item and have no vote.
- 13.8 Branch committees will regularly undertake activities to help them understand the needs of people living with and affected by MND in their area and deliver events, services and support, for example support group meetings, to meet those needs. Some or all events may be held by video conference or similar.
- 13.9 The branch committee, with the help of the ASC, are encouraged to produce a development plan for their branch outlining the activities they will undertake to meet the needs of people living with and affected by MND in their locality.

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 local volunteers 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 There will be a two-way flow of information between staff and volunteers to ensure there is consistent data relating to who is volunteering and those we

support. This means that staff and volunteers will make use of the MND Association's available systems for recording the details of volunteers and for people supported by the Branch with their consent.

- 15.2** The branch committee will share detailed information on branch income and expenditure, with the Association's finance department as set out in the Treasurers' Guidelines.

16. Data Protection and Confidentiality

- 16.1** The branch committee will ensure that the branch complies with the MND Association's policies and practice of data protection and confidentiality, and with data protection legislation which is outlined in the Association's Information Governance Policy This is applicable to all collection, processing, storage and sharing of data.

Where in doubt, the branch committee should seek advice from their ASC or the Association's data protection lead.

- 16.2** Any suspected breaches must be reported immediately to a member of staff.

17. Finance

- 17.1** All monies, materials and property 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 through the acceptance of this agreement with the Board.

- 17.2** 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 Support Grant Guidance and other relevant policies and procedures.

- 17.3** In particular, the branch committee will ensure that:

- 17.3.1** Full and detailed records are kept of all income, expenditure (including detail on grants given to individuals), assets & liabilities using the templates provided by the MND Association.
- 17.3.2** All cheques or other devices of expenditure are signed/authorised by at least two authorised signatories / approvers who are members of the branch committee.
- 17.3.3** The four branch 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 an individual who is not an

officer is authorised as a signatory or approver they must comply with the requirements set out for officers in clause 11.3 of this agreement.

- 17.3.4** The branch will not open bank accounts.
- 17.3.5** 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.
- 17.3.6** Details of all income and expenditure will be reported by the Treasurer at regular branch committee meetings. This should be recorded in minutes, including details of any decisions made.
- 17.3.7** The MND Association's cash handling procedures are followed as per the Treasurers Guidelines
- 17.3.8** Any donation accepted, meets the terms of the MND Association's Acceptance or Refusal of Donations policy.
- 17.3.9** The branch accounts and accompanying documentation are available to the MND Association's Finance Team and or Treasurer upon request.
- 17.4** If it is believed to be necessary in the safeguarding of funds, the board is entitled to close or amend any account of the branch and/or transfer any funds held by the branch.
- 17.5** 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 national and local services for people living with MND that help fulfil our mission of improving care and support for people living with MND and their families, campaigning and raising awareness of the needs of people living with MND and to fund and promote research.
- 17.6** 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. The ASC and Regional Fundraiser will support the branch committee in realistic planning for annual income and expenditure.
- 17.7** The branch will contribute towards care grant expenditure for people living with MND in their local area where the branch has financial capacity to do so.
- 17.8** Branches will not directly fund equipment, aids or adaptations that may be provided as part of statutory provision unless it is through a contribution to an MND Support Grant processed centrally by the Association.

- 17.9** The branch committee will only restrict funds that have been restricted explicitly and proactively by the request of the donor, unprompted by the branch committee and its members; or in agreement with the Head of Region or a director for a specific fundraising appeal.
- 17.10** The branch committee will be careful to minimise restricted reserves, and prioritise the spending of restricted reserves ahead of unrestricted funds where it is possible to meet costs under the conditions of the restriction.
- 17.11** The MND Association will ensure proper maintenance and monitoring of branch accounts and provide suitable support, and guidance as required to assist the branch committee.
- 17.12** The Board will ensure that suitable and adequate systems are in place regarding the authorisation of expenditure by the branch committee to aid the smooth running of branch affairs and to maximise the ability of the branch to rapidly respond to demands on its resources.

18. Contracts and Liabilities

- 18.1** As any debts or losses incurred by the branch are a liability of the MND Association, the branch must not enter any contract of employment or fund or part-fund employment with any third party without permission of an Association director or the Chief Executive. The branch must not incur any liability or enter into any contract, for the provision of goods and services with a value exceeding (or with the potential to exceed) that set out in the *MND Financial Support Grant Policy*, without prior permission of the Head of Region. The local Branch must not be named as the purchaser and all contracts must state the purchaser as the MND Association. Advice must be sought in advance from the Head of Region especially when seeking to contribute towards funding posts or equipment for third-party organisations. The branch committee must ensure that they comply with the Association's policies and procedures on branch expenditure.
- 18.2** The branch may not acquire or hold possessions, equipment or property, other than money, fundraising equipment or IT equipment necessary for the running of the branch. Neither will it donate money, property, possessions or equipment to any other organisation without the prior approval of a director.

19. Stationery, Publicity Materials and Social Media

- 19.1** The branch committee will ensure that all stationery, publicity materials and social media used by the branch comply with the MND Association's policies, brands, and corporate identity as set out in the *MND Association Brand Guidelines*
- 19.2** 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 must ensure that they do not engage in activity on personal social media accounts that may cause reputational damage to the MND Association. Care must be given when allowing MND Association logos and branding to be displayed when another organisation may benefit. If in doubt the committee should seek advice from regional staff.

- 19.3** Consideration should be given to the representation of diversity of the Association. Groups are asked to ensure images in local publicity are representative of the communities we serve.
- 19.4** 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.

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.

The branch committee may propose amendments to this agreement by putting a resolution to an AGM or EGM of the MND Association.

Further to a proposal having been made, the board will inform the branch committee 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** If the board has concerns about the operation of a branch, effort should be made to resolve this informally or where appropriate through the *Managing Concerns about a Volunteer process*.

Where this has been unsuccessful the board may terminate or suspend this agreement or any of its provisions at any time by passing a resolution revoking some or all 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 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, effort should be made to resolve this informally with Association staff and management, and if unresolved the branch committee may submit a complaint under the Association's *Complaints Procedure*.

22. Dissolution

22.1 The branch may, by a two-thirds majority vote of local Association members in an AGM or EGM, decide to dissolve itself. If the branch committee seeks to dissolve the branch, but at the branch AGM / EGM 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, local Association 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 ASC 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.

A “local supporter” is anyone in the local community who supports the association.

A “member of the Association” is an individual who is registered as a member of the MND Association.

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.