

MOTOR NEURONE DISEASE ASSOCIATION

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

AGREEMENT FOR WORKING TOGETHER

Agreement for the running of _____ Group of the
MND Association

1. The Motor Neurone Disease Association and this Document.

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 Association, and to achieve consistency of service provision 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 constituent groups, which are an integral part of the MND Association and are bound by all the rules of law applying to the 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.

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

2. 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.

3. Our 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

<https://www.mndassociation.org/get-involved/volunteering/volunteer-zone/information-for-you/volunteering-principles/>

4. Ways of Working

The group, through this agreement, agrees to work within the objectives of the MND Association and not in any way which is in conflict with the MND Associations *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 Chief Executive or the Director of Research of the MND Association.

5. Rights and Privileges of the Group

- 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.
- Relevant learning and development provided by the MND Association, including updates on legal issues pertaining to the operation of a group.
- 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 locally and centrally and insurance cover as appropriate which is outlined in the *Insurance Cover for Volunteers* document. Invite suitable persons to act as a non-executive president of the group for terms of up to six years, subject to obtaining prior permission from the Engagement Committee of the Board of Trustees. They will not have voting rights.

6. Obligations of the Group

The Board is ultimately responsible for the actions of its groups. The group and its planning group are accountable to the board, and through delegation,

Association directors in all matters. The group shall therefore through the planning group:

- To follow 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 reputational risk.
- Work in partnership with the local staff in joined-up support for local people affected by MND.
- Report any known or suspected breach of this agreement or law by any of its volunteers or anyone associated with the group, promptly to a Head of Region or 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 Area Support Co-ordinator (ASC) in advance of any authorisation of third parties to use the logo or name of the MND Association.
- To follow with any branding guidelines from the MND Association.
- Not do anything or give permission for any third party to do anything which may cause damage to the MND Association's reputation or goodwill.
- Act in a manner that minimises risk to the MND Association's beneficiaries or to the public.

7. Group Co-ordination 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 supported by the ASC with existing planning group volunteers. The ASC will be responsible for

ensuring that the MND Association recruitment procedures are adhered to, including consideration of safe recruitment and 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, may be involved in financial decisions of the group.

Any volunteer may be removed by the Board or by a director of the MND Association 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.

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

Anyone who regularly 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. Registered volunteers will be invited to become members of the MND Association. 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.

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

- group activities are inclusive and welcoming to all people affected by MND as well as current and potential volunteers.
- there is regular consideration of the group's activities and venues to ensure they are accessible.

- in partnership with the ASC, efforts are made to widen the diversity of the local volunteer team
- the group reaches out to all people affected by MND and recognises individuals differing needs and expectations in engaging with the group and its activities.

9. Meetings and Proceedings

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. Meetings may take place in person or online.

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 co-ordinate 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 all planning group meetings, containing details of decisions made, will be maintained by the planning group and be sent to the ASC and Regional Fundraiser. Detailed or formal minutes are not, however, required.

There is no requirement for groups to hold Annual General Meetings (AGMs), but the planning group may consider whether an annual review or celebration to be beneficial.

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

The group 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 meetings, to meet these needs. Some or all events may be held by video conference or similar.

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 group will pay the expenses of local volunteers from group funds in line with the MND Association's policy and procedures on volunteer expenses. On the occasion that group funds are not sufficient, the group should seek assistance from the MND Association's finance team.

11. Information

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 group with their consent.

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 Associations cash-handling and fundraising procedures as outlined in the Finance Officer Guidelines and will follow the Acceptance or Refusal of Donations policy.

Fifty per cent of the end-of-year unrestricted balance of funds in the group accounts will be transferred to the MND Associations central funds, 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.

The planning committee will only restrict funds that have been restricted explicitly and proactively by the request of the donor, unprompted by the planning committee and its members; or in agreement with the Head of Region or a director for a specific fundraising appeal.

The group will be careful to minimise restricted reserves, and prioritise the spending of unrestricted funds, where it is possible to meet costs under the conditions of the restriction.

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

As any debts or losses incurred by the group are a liability of the MND Association, the group 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 group 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 group 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 group must ensure that they comply with the Association's policies and procedures on expenditure.

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 the MND Association's policies, brands and corporate identity as set out in the *MND Association Brand Guidelines*.

The group will ensure that no public material or social media activity exposes the MND Association or the group to reputational damage. Group 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 group should seek advice from regional staff.

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.

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 which is outlined in the Association's *Information Governance Policy*. Where in doubt, volunteers should seek advice from their ASC or the Association's data protection lead.

Any suspected breach must be reported immediately to a member of staff.

16. Termination, Suspension and Alteration of the Agreement

If the Board has concerns about the operation of a group, 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 alter, terminate or suspend 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:

- the group is in breach of any of the requirements of the agreement.
- the group acts 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 any volunteers within the group.
- 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 group covering the same geographical area. In so doing will be required to abide by the group agreement.

Signed on behalf of the Group:

Signature: _____

Name: _____

Date: _____

Appendix 1. 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.

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. 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.