



Lions Clubs International

MD105 British Isles



Policy and Procedures
for Approval of Memoranda of

Understanding Agreements or Partnerships



Diabetes



Environment



Hunger



Vision



Childhood
Cancer

Policy and Procedures for Approval of Memoranda of Understanding, Agreements or Partnerships.

The Council of Governors (COGs) have decided that all MD105 Lions (including all Charity Trusts, CIO's or MD105 companies) who are negotiating or being asked to be a party to any future MoUs, Agreements or Partnerships, whether legally binding or not, they must ensure that the CoGs are included as a party to the agreement and has final sign off authority.

The only exception to these guidelines is contracts for services at National Headquarters British Isles (aka MDHO) e.g. Photocopier or telecom contracts that fall within the agreed budget, where these may be agreed jointly by the Council Secretary and Council Treasurer.

All existing contracts that are being extended, renewed or amended are to be subject to these procedures. All contracts currently in negotiation at the time of this decision will also be subject to Council sign off.

All agreements and Contracts etc. shall be governed by the laws of the United Kingdom and any disputes arising thereof shall be heard in the United Kingdom.

1. Purpose

To set out the policy and procedures for the approval and use of MoUs, Agreements or Partnerships.

2. Overview

MoUs, Agreements or Partnerships are statements of co-operation between Lions Clubs International Multiple District 105 (LCI MD105) and an external organisation, indicating the intentions of the parties to co-operate and develop relationships for the purpose of service activities, fundraising or money transmission in order to further mutual objectives. These are not intended to be legally binding documents. There are formal processes for requesting, approving and recording MoUs, Agreements or Partnerships at the MD105 level. MoUs, Agreements or Partnerships are used for a range of purposes.

3. Scope

This Policy applies to all written agreements of intent and co-operation, for the purposes of charitable or service collaboration excluding formal commercial contracts and/or formal collaborative contracts.

The Policy

Lions Clubs International Multiple District 105 Memoranda of Understanding (MoUs), Agreements or Partnerships.



1. MoUs, Agreements or Partnerships are used by LCI MD105 to develop relationships with external organisations, including but not limited to other Charitable Organisations in terms of co-operation to further mutual objectives.
2. MoUs, Agreements or Partnerships are used by LCI MD105 to support developing relationships for a wide variety of service and /or fundraising activities with a range of external organisations but not limited to:
 - a) Development of a project.
 - b) Collaboration and exchange of ideas and projects.
 - c) Development of working relationship.
 - d) Facilitation of growing the service project.
3. MoUs, Agreements or Partnerships may also be used with non-charitable organisations to enhance relationships in order to facilitate activities that benefit or offer unique opportunities for greater service provision.
4. In some cases, however MoUs, Agreements or Partnerships may stand alongside a more formal agreement for recognition, articulation or collaborative partnership.
5. The approval of any MoUs, Agreements or Partnerships is often a “light touch” reflecting its status as a non-binding agreement; however, as a formal statement of intent with another organisation it must be managed formally.
6. When considering a proposal for MoUs, Agreements or Partnerships for LCI MD105, contact at an early point should be made with the CoGs.
7. Where the intention is to use an MoU, Agreement or Partnership drafted by an external organisation, this will need to be agreed by CoGs of the LCI MD105.
8. All MoUs, Agreements or Partnerships will require the approval and ratification of the CoGs and signature of the Chair of the Council of Governors.
9. All MoUs, Agreements or Partnerships must be of a limited duration specified by the CoGs of the LCI MD105 (typically but not always 3 or 5 years).
10. The approval of a draft MoU, Agreement or Partnership should involve:

Deliberation by the CoGs, of LCI MD105.

 - a) Completion of proposal form including signatures of agreement by both parties.
 - b) Submission of the signed proposal form and draft MoU, Agreement or Partnership to the CoGs and Chair of Governors for signature.
11. The International Association of Lions Clubs Multiple District 105 will maintain a Register of all MoUs, Agreements or Partnerships and be responsible for initiating renewal or closure in a timely fashion in agreement with the CoGs.
12. The Register will be presented to the CoGs, Multiple District Chairmen and Officers, Multiple District Committee Members, Multiple District Officers, Chairs of all MD Trusts, Companies and staff of the LCI MD105 each new Lions year at the first CoGs meeting.
13. All MoUs, Agreements or Partnerships will be held at National Headquarters and also uploaded to a shared folder specified by the parties to the agreements, accessible by Council and MD Officers.



Date Policy Approved:	Policy Approved by Council June 2021
Approved by:	MD 105 Council of Governors
Date commenced:	Commencing 20th June 2021
Date Amended:	Amended 12.07.21 to add version details
Date of Next Review	July Council meeting 2022



Checklist

Steps	Description	Submitted by
1	Is this a new agreement, extension, or renewal?	
2	If extension or renewal highlight any changes from the previous agreement. Council to have copy of previous agreement.	
3	List Parties: Entities directly involved or interested.	
4	Purpose: The essential element of the agreement.	
5	Obligations of each Parties to each other.	
6	Areas of Co-operation: What each Party will contribute to the project.	
7	Communications Strategy: Marketing, PR, if applicable.	
8	Liability (optional): Legal responsibility for one's acts or omission.	
9	Dispute Resolution (optional): To resolve an action.	
10	Term: Period the agreement will be in effect.	
11	Assignment (this is optional): The act of transferring some right (such as benefits where one recipient receives a greater portion of the services provided.	
12	Severability (optional): An agreement that can be divided and apportioned into two or more parts that are not necessarily dependent upon each other.	
13	Miscellaneous (optional):	
14	Agreement signed off by MD105 Legal if required.	
15	Bilateral signatures: Signatures of both parties.	
16	Agreement signed off by Council and Date.	
17	Confirmation that copies of an Agreement lodged with National Headquarters British Isles (MDHQ) and added to the master list of agreements.	

The end-user will assist with: Parties, Purpose, Obligations and Term.



Memorandum of Understanding (MOU) Protocols

What are the benefits of a MOU?

There are several benefits to formalising a partnership through an MOU. On accountability and governance, it provides:

- a) clarity for all partners about what each is putting in, what each is getting out and the time frame for doing so.
- b) the opportunity to develop a project that is greatly enhanced by and for the partnership.
- c) a document that can be shared with each of the partners to give clarity about what the partnership involves, and how each is benefiting from and contributing to the partnership.

On sustainability, it provides:

- a) a tool for integrating the partnership into the strategy and ethos of the partners.
- b) an opportunity to safeguard the partnership by ensuring orderly transitions, through any changes.
- c) an opportunity to build a shared responsibility for delivery, ensuring that it provides an opportunity to build impact evaluation into the partnership from the outset and setting out clearly the achievements it hopes to realise.

It is important to keep 2 important points in mind:

An MOU is not a legally binding document

It is a statement of serious intent - agreed voluntarily by equal partners - of the commitment, resources, and other considerations that each of the parties will bring. It has moral force, but does not create legal obligations.

There is no "one size fits all" MOU

The content of each MOU is entirely up to the parties involved. The language and level of detail used will also depend on the:

- a) structure of the partnership.
- b) relative formality that the partners to the agreement prefer.



Section 1: background

This section should explain the project or opportunities that the partnership will help to improve. It should affirm that it is an equal partnership for the mutual benefit of all parties involved. This is important for the sustainability of the relationship between partners.

Section 1.1

Reasons for forming a partnership include to:

- a) significantly improve a project by partnership for example - core service objective; fundraising etc.
- b) outcomes for both parties - for example expansion of specific allied goal, greater reach to the general public, use of each partners knowledge etc.
- c) addresses areas for sharing ideas and expansion for example of a fundraiser, project etc.
- d) addresses shortages by sharing the capacity of each to reach a greater audience.

Section 1.2

- a) a partnership is a practical way of addressing fundamental goals.
- b) by sharing capacity ideas, knowledge etc. across the partners' we are able to reach a wider audience and overcome shortages to reach and engage.

Section 2: partnership aims and objectives

This section explains what the partnership intends to achieve.

The aim (2.1) should be a clearly worded and a brief mission statement that captures exactly what the partners hope to accomplish by working together. It should be concise enough to be reproduced on documents and materials related to the partnership in future.

The objectives (2.2) are the vital part of the agreement that will ultimately allow partners to measure the impact and gauge whether it has been a success. When setting objectives, it may be helpful to consider the SMART approach (specific, measurable, achievable, realistic and time bound).

Section 2.1

To create an effective partnership that allows both parties to share capacity and drive meaningful goals, projects etc.



Section 2.2

To widen and enhance the reach of specific projects, fundraising etc. so that all within the partnership have access to broad and balanced outcomes.

- a) carry out activities, projects, fundraising etc to expand and increase support for the shared goals.
- b) develop opportunities to promote projects, services, fundraising etc.
- c) expand and share the knowledge between partners to improve and enhance their shared goals.
- d) to work and co-ordinate with partners to enhance their shared objectives.
- e) ensure that both parties have the necessary skills to grow their goals.

Section 3: partnership activities

This section should outline activities that partners will take forward to achieve their objectives. To ensure that the partnership is sustainable into the future, consideration should only be given to activities that have the capacity to deliver. If there is not a capacity for delivery it should not be included.

Section 3.1

(State objectives / activities as required)

Objective	Activities
1	
2	
3	
4	
5	
6	



Section 3.2

- a) the initial time frame for the partnership must be stated - partners will assess options for expansion thereafter.
- b) both partners may wish to pilot its operation during a specific time frame before launching the main event, activity, project, fundraising etc.

Section 3.3

- a) a review schedule should be put in place to ensure that the activities, services, fundraising etc. are being delivered as agreed, and that they can evolve adapt according to what works.
- b) review points must challenge whether activities, services, fundraising etc. are having the desired impact and assess whether resources are proportionate to the outcomes.

Section 4: monitoring

Section 4.1

- a) Monitoring is essential for accountability and performance against milestones. It is informed by data and information gathered in the day-to-day operation of the partnership.
- b) Include data sources and how information is gathered for monitoring progress.

Section 5: impact evaluation

- a) needs to consider what to think about when designing an evaluation framework.
- b) how results can be interpreted and presented.
- c) the impact you intend to achieve.
- d) the approach to be taken.



Section 5.1

A table would be the most informative approach for evaluation and should include similar points as in section 3.1 to include

Objective	Attributable outcome	Evaluation method

Section 5.2

The Partners should co-ordinate impact evaluation separately and report back to their governing boards annually.

Section 6: designated partnership leads

Partnership leads should be the Council of Governors and (partner lead), as they will have the authority to drive forward the goals and should outline the responsibilities of the designated leads and leave no doubt about their role in driving forward progress.

Section 6.1

The designated lead from each partner will:

- a) drive forward and ensure progress of partnership activities.
- b) co-ordinate monitoring and report back to Council of Governors as appropriate.
- c) report to Council of Governors on progress.
- d) be responsible for ensuring the widest impact possible within the partnership and look for further opportunities and expansion.
- e) be responsible for associated data and permissions.

Section 6.2

Council will request an annual report (either individually or collectively). This document will serve each partners' own reporting requirements.



Section 7: partnership governance and oversight

It is up to each partner to determine the formality of this section. Some partners may want to adopt a firm governance structure, while others may prefer to embrace a more informal arrangement. It may also work to leave most of this section out of the MOU and instead create a 'terms of reference' for a committee.

Some partners - may choose to set up a joint 'partnership committee' made up of the designated leads. All reports should be direct to the CoGs to ensure effective oversight. This committee should be given clear responsibilities, such as:

- a) ensuring the delivery of activities.
- b) exploring expansion opportunities.
- c) being empowered to deal with issues or delivery concerns as they arise.

Section 7.1

A joint committee, made up of the responsible officers, should be established to oversee the partnership and monitor its effectiveness.

In the first year of the partnership the joint committee should meet at least twice. The joint committee will:

- a) conduct activity reviews and monitor overall progress against objectives.
- b) address delivery issues and drift.
- c) identify priorities to further the scope and effectiveness of the partnership.
- d) evaluate the impact of activities, as outlined in section 5.

Invite partner leads to attend at least one committee meeting per year to jointly evaluate progress and agree strategic direction.

Section 7.2

Each partner should consider how the partnership can be integrated into their projects, services, fundraising etc., with a view to introducing the partnership mission statement into each plan.

In the event of a dispute about any matter relating to the partnership, committee members can request that the leads of each partner consult together to agree a solution.



Section 8: disclaimer

This section reinforces the point that a MOU is not a legally binding document; it is a statement, agreed voluntarily by equal partners, of the commitment to work together for the benefit of their projects, services fundraising etc. and communities.

Signing a MOU does not constitute the creation of a legal entity, or give anyone within the partnership the authority to make binding commitments on behalf of each other.

N.B. All MoUs, Agreements or Partnerships etc. shall be governed by the laws of the United Kingdom and any disputes arising thereof shall be heard in the United Kingdom.

Sources researched:

OSCR Policy Statement for Joint Working (2009); NCVO Joint Working Agreements; University of Worcester 2021; Advice Services Alliance; lawdepot.co.uk; rocketlayer.com.

