

MEMORANDUM OF UNDERSTANDING

between

Peterborough City Council (1)

and

The Mayor of Peterborough's Charity Fund (2)

and

The Mayor's Charities:

*** (3)**

and

*** (4)**

and

*** (5)**

THIS MEMORANDUM OF UNDERSTANDING is dated the 2021

PARTIES

(1) Peterborough City Council of Sand Martin House, Bittern Way, Fletton Quays, PE2 8TY (“the Council”);

and

(2) The Mayor of Peterborough Charity Fund, The Mayor’s Parlour, Town Hall, Bridge Street, Peterborough, PE1 1HG (“MPCF”);

and

(3) *
and

(4) *

and

(5) *

(3); (4); and (5) are collectively referred to as “the Mayor’s Charities” for the purpose of this Memorandum of Understanding.

1. BACKGROUND:

- 1.1 This Memorandum of Understanding (“**MOU**”) sets out the levels of support and sponsorship provided by the Council to the MFCP, which is a charity registered with the Charity Commission under reference 1165640 and the Mayor’s nominated charities (“**the Mayor’s Charities**”), which have also been registered with the Charity Commission, during the mayoral year 2021/2022 and the obligations of each party.
- 1.2 Each year the Council appoints a Mayor as the first citizen for the city of Peterborough. The Council appointed ‘Councillor Stephen Lane’ as Mayor on the 27th May 2021 (and ‘Councillor Muhammed Jamil’ as his deputy). As Peterborough’s first citizen, the Mayor acts as ambassador for the Council and also for Peterborough itself on the wider regional, national and international stage. By being an impartial figure, he or she can represent the whole community, regardless of differences.
- 1.3 In addition to being the first citizen, the Mayor will also be a member of MPCF and may be elected to be a trustee, also.
- 1.4 In fulfilling the role of Peterborough’s first citizen, the Mayor is expected to speak and act for all of the diverse communities represented in Peterborough. The Mayor will usually lead each of the civic events (at Schedule 1 of this MOU). He or she also attends events where the Council has been invited to send a civic representative.
- 1.5 The Mayor has the opportunity to raise funds on behalf of the MPCF for various registered charities based within the city of Peterborough.

- 1.6 Upon becoming Mayor, he nominated three (3) charities for the current mayoral year: Family Voice Peterborough, Supporting Peterborough Veterans and Light Project Peterborough.
- 1.7 Each year the MPCF shall invite representatives of the Mayor's Charities to join its Management Committee and a named representative of their organisation to become a member of the MPCF in order to discuss the fundraising events and activities to be organised, promoted and delivered during the current mayoral year.
- 1.8 The Mayor shall assume the role of Chair of the Management Committee for the first meeting, only, of the current mayoral year, unless he or she appoints another member to be the Chair of the Management Committee. The Mayor may decide to be the Chair of the Management Committee throughout the mayoral year.
- 1.9 This MOU sets out the support the Council shall give to the MPCF and the Mayor's Charities and the responsibilities of the MPCF and the Mayor's Charities throughout the current mayoral year.

2. THE MPCF'S EVENTS

- 2.1 The Management Committee shall meet to discuss and agree how the fundraising events and activities, detailed in Schedule 1 will be organised, promoted and delivered. The Civic Office in Peterborough shall be responsible for organising and delivering the fundraising events and activities with support from the Management Committee.
- 2.2 Representatives from each of the Mayor's Charities shall be invited to become a member of MPCF, for the current mayoral year and attend the fundraising events and activities organised by the Management Committee and to undertake their own fundraising events and activities, where appropriate.

3. THE MANAGEMENT COMMITTEE

- 3.1 The members of Management Committee shall include the Trustees of MPCF, the named representative from each of the Mayor's Charities and any other person which the Mayor may invite. The members of the Management Committee are responsible for making decisions relating to this MOU. They do not have to be unanimous, but the majority of the members of the Management Committee must agree.
- 3.2 No decisions shall be made at any meeting, except the first meeting, unless the quorum is present.
- 3.3 The quorum of the Management Committee is half of the total number of membership of the MPCF, including two (2) trustees;
- 3.4 The first meeting of the new Mayoral year will be an annual general meeting, where trusteeship and membership are determined. For clarity, the following occurs:
- a. elect/appoint the members and the trustees of MPCF for the current mayoral year. The trustees with special roles are elected; the Chair and the Secretary. (Please note that the trustees who hold these special roles of MPCF are known as Officers).
 - b. agree and confirm in principle the fundraising events and activities it shall undertake during the current mayoral year.
 - c. elect/appoint the Chair of the Management Committee and the Vice-Chair for the current Mayoral year. For the avoidance of doubt, the Chair of the

Management Committee does not necessarily have to be the Chair of the Trustees. The Chair of the Management Committee will chair the meetings only.

- 3.5 Following the first meeting, the Secretary of MPCF shall be invited to attend future Management Committee meetings to offer support and guidance to the Mayor's Charities, arrange all future meetings, issue invitations, decide the content of the agenda and take and retain minutes of the meetings. The Management Committee shall meet in the Mayor's Parlour at the Town Hall, Bridge Street, Peterborough unless an alternative venue is arranged.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The parties agree to adopt the following principles when carrying out the fundraising events and activities:

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the fundraising events and activities;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation. In particular the parties agree no personal data will be shared between the parties.
- (g) act in a timely manner. Recognise the time-critical nature of the fundraising events and activities and respond accordingly to requests for support;
- (h) act in good faith to support the fundraising events and activities and compliance with this MOU.

4.2 OBLIGATIONS OF THE COUNCIL:

- 4.2.1 In order to assist with MPCF's fundraising events and activities the Council shall provide:

- 4.2.1.1 assistance with the Mayor of Peterborough's Facebook page which is maintained by the Council's Mayoral Services Office, it includes all the promotions of MPCF fundraising events and activities.
- 4.2.1.2 printing facilities for posters of up to A3 size;
- 4.2.1.3 display areas for the posters and other promotional materials on Council owned premises;

- 4.2.1.4 for the sale of tickets from the Council's Visitor Information Centre;
- 4.2.1.5 a non-exclusive licence to use the Council's name and logo on all materials for the purpose of the fundraising events and activities
- 4.2.1.6 an electronic copy of the standard correspondence relating to each event to be organised by MPCF;
- 4.2.1.7 the use of the Town Hall, in Peterborough (if available), as a venue for the MPCF's fundraising events and activities, at no charge.

4.3 OBLIGATIONS OF THE MAYOR'S CHARITIES

- 4.3.1 In relation to the fundraising events and activities, the Mayor's Charities shall endeavour to provide:
 - 4.3.1.1 sponsorship;
 - 4.3.1.2 prizes for raffles and other competitions;
 - 4.3.1.3 all necessary administrative assistance for event planning, including booking venues and caterers, issuing invitations, recording meal choices, the distribution of promotional materials, such as posters etc; and
 - 4.3.1.4 volunteers of suitable character, with the necessary skills and experience to assist with the fundraising events and activities.
- 4.3.2 The Mayor's Charities shall each agree to carry out their fundraising duties to a high standard, in a professional and respectful manner and shall use their best endeavours to promote the interest of the MCPF.

4.4 OBLIGATIONS OF THE MCPF

The MCPF agrees

- 4.4.1 to comply with the requirements of the Charity Commission at all times.
- 4.4.2 to comply with their obligations under the Charities Act 2011 with regard to:
 - 4.4.2.1 the keeping of accounting records for the Charity;
 - 4.4.2.2 the preparation of annual statements of account for the Charity;
 - 4.4.2.3 the transmission of the statements of account to the Charity Commission;
 - 4.4.2.4 the preparation of an Annual Report and its transmission to the Charity Commission;
 - 4.4.2.5 the preparation of an Annual Return and its transmission to the Charity Commission.
- 4.4.3 to ensure the accounts are prepared in accordance with the instructions issued by the Charity Commission. Accounts must meet the provisions of any Statement of Recommended Practice issued by the Charity Commission, or similar Statement prepared by another body, unless gross annual income falls below the threshold at which simpler "Receipts and Payments" accounting is permitted by the Commission.

- 4.4.4 to submit an annual return to the Charity Commission, where its annual income is over £10,000. Where its annual income is over £25,000, the MCPF shall also submit any required additional information to the Charity Commission.
- 4.4.5 to send the annual return within 10 months following the end of the current financial year.
- 4.4.6 to comply with the Council's Civic Protocol, at all times.

5. DISTRIBUTION OF FUNDS

- 5.1 The MCPF shall distribute all funds raised throughout the current Mayoral year in accordance with the charitable purposes of the MCPF and as agreed by the Management Committee.
- 5.2 The Mayor's Charities are the beneficiaries for the distribution of funds raised throughout the current Mayoral year.
- 5.3 The Trustees of the MCPF shall determine what percentage of the funds shall be distributed to the Mayor's Charities at the end of the current Mayoral year and the percentage shall be based upon the level of support and participation by the Mayor's Charities in the fundraising events and activities of the MCPF throughout the current Mayoral year.
- 5.4 The MCPF is registered with the Charity Commission. A bank account is held with the HSBC Bank and MCPF's Treasurer shall undertake the day to day administration of this account. All monies raised during the current Mayoral year shall be distributed to the Mayor's Charities, in accordance with paragraph 5.3 above, as soon as possible, after the end of the Mayor's term of office.
- 5.5 The Mayor's Charities agree to cash any cheque(s) received from the MCPF within eight weeks of receipt of the cheque(s).
- 5.6 The Mayor's Charities shall ensure that all funds donated by the MCPF at the end of the current Mayoral year shall be used in accordance with the charitable purpose of MCPF. Including, and if possible, to benefit the geographical area of Peterborough and furthermore be utilised for the Mayor's Charities charitable purposes (i.e. towards research, services, support and helplines for National Charities).
- 5.7 The Mayor's Charities shall not use any funds received by way of donation from MCPF for any purposes other than those outlined within their charitable purpose and public benefit. A letter confirming the Mayor's Charities acceptance of this obligation shall be issued, simultaneously, as funds are distributed to the Mayor's Charities, at the end of the current Mayoral Year.
- 5.8 Under the terms of the Financial Regulations the Council's Officers cannot receive funds in person. All funds must be paid through the Council's nominated cashiers or other acceptable means.

6. INTELLECTUAL PROPERTY

The parties intend that any intellectual property rights created in the course of the MOU shall vest in the party who created them.

7. TERM AND TERMINATION

7.1 The MOU shall commence on the date of this MOU and shall automatically terminate upon the conclusion of the item at the next annual general meeting after the commencement of this MOU, where membership for the MPCF for the new mayoral year is agreed.

7.2 Any party of the Mayor's Charities may cease to be a party to this MOU by giving at least one months' notice, in writing, to the other parties and shall forfeit all rights to receive a share of the funds raised through the fundraising events and activities. The membership of the MPCF will also automatically terminate.

8. VARIATION

This MOU may only be varied upon the written agreement of all parties.

9. CHARGES AND LIABILITIES

9.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU.

9.2 The parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other parties shall be liable for any loss it suffers as a result of this MOU.

10. STATUS

10.1 This MOU is not intending to be legally binding and no legal obligations or legal rights shall arise between the parties from this MOU. The parties enter into the MOU intending to honour all of their obligations.

10.2 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

11. ESCALATION

11.1 If any party has any issues, concerns or complaints about any matter in this MOU, that party shall notify the other party(ies) and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to a meeting of the Management Committee, which shall decide on the appropriate course of action to be taken.

11.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the MOU, the matter shall promptly have referred to the Charity's Management Committee. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the MOU, without the prior approval of the Charity's Management Committee.

12. DATA PROTECTION LEGISLATION

12.1 The Council has adopted a Corporate Privacy Notice. The Council's Mayoral's Office will not share any personal information with the parties to this MOU. All emails will be sent as a blind copy from the Mayor's office.

12.2 Each Mayor's Charity will accept the requirements of the Data Protection Legislation, which is all applicable data protection and privacy law (including the UK

GDPR, the Data Protection Act 2018 and the Data Protection Brexit Regulations) and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and any related guidance or codes of practice issued from time to time by the Information Commissioner.

13. GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 11, each party agrees to submit to the exclusive jurisdiction of the courts of England.

AGREED by the Parties on the date of this MOU.

SIGNED for and on behalf of
Peterborough City Council by:

.....
Authorised Signatory

.....
Officer's Name and Title

SIGNED for and on behalf of
The Mayor of Peterborough's Charity Fund by:

.....
Charity Trustee (1)

.....
Print Name

.....
Charity Trustee (2)

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Print Name

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Charity Trustee (3)

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Print Name

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Charity Trustee (4)

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Print Name

SIGNED for and on behalf of
* by:

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Authorised Signatory

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Print Name

SIGNED for and on behalf of * by:

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Authorised Signatory

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SIGNED for and on behalf of
* by:

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Authorised Signatory

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Print Name

SCHEDULE 1

List of Civic Events

This is a listing of Civic Events that will be organised by the Civic Office. However, these Civic Events shall provide an opportunity for fundraising by the Management Committee.

Plus other ad-hoc events throughout the year.