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# Consortium Toolkit

## for User Led Organisations



## Acknowledgements

**We would like to thank all the people and organisations who gave their time and expertise towards contributing to the production of the Consortium Toolkit for User Led Organisations. The project was funded by the Department of Health ULO Development Fund 2008-2009 and was led by Fusion.**

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# Contents

<b>Forward</b>	<b>Page 4</b>
<b>Introduction</b>	<b>Page 6</b>
<b>1.) Consortium models</b>	<b>Page 10</b>
<b>2.) Key issues, challenges and advice for setting up or joining a ULO Consortium</b>	<b>Page 14</b>
<b>3.) Key steps for setting up a ULO Consortium</b>	<b>Page 29</b>
<b>4.) Example consortium agreements</b>	<b>Page 42</b>
<b>5.) Summary</b>	<b>Page 74</b>
<b>Appendices: Checklist for setting up a consortium</b>	
<b>Planning, Analysis &amp; Monitoring Tools</b>	
<b>Example Code of Conduct</b>	
<b>Example quality standards for a consortium</b>	
<b>'Developing your vision' – example documents</b>	
<b>Example ULO consortium membership criteria</b>	
<b>Tips for working with Local Authorities</b>	
<b>Guidelines for supporting Service Users in Meetings</b>	
<b>Case studies</b>	

## Forward

Fusion is delighted to present the 'User Led Organisation (ULO) Consortium Toolkit' which is intended to provide a reference for developing or fully fledged ULOs considering adopting a consortium approach, with a particular focus on the legal and constitutional aspects of consortium development.

The toolkit can be used in conjunction with the Fusion 'Are You Ready for Business' pack (2009) which is a reference and audit guide for smaller/fledgling ULOs aiming to assist with the assessment of current business capacity and skills, provide an example of governance and organisational structures and enable identification of strengths, weaknesses and areas for development.

The benefits of forming consortia for third sector organisations in general are often highlighted, in particular as third sector organisations are increasingly taking over service delivery and being required to respond to large tenders.

As well as providing new opportunities to secure contracts, the advantages of collaboration have been widely recognised by emerging ULOs. In particular, collaboration and partnership working can:-

- Increase sustainability and financial security. Funding opportunities are increased and smaller organisations will receive the support and backing of larger organisations.
- Provide better value for money and reduce duplication.
- Give organisations an increased influence and voice to achieve shared goals.
- Increased ability to bid for services, rather than organisations competing against each other.
- Improve or innovate standards.
- Provide an infrastructure for mutual support and development.
- Allow organisations to deliver services in wider geographical areas and extend current activities to include new services and/or different client groups.
- Offer a single point of contact for service users / carers.
- Offer a single gateway for consultation and involvement and/or service delivery for commissioners.
- Offer a service at a scale a commissioner wants to purchase.

- Increase opportunities to share expertise, skills & knowledge.
  - Increase opportunities for business development and expansion.
  - Increased professionalism, credibility and accountability – via governance arrangements and reputation of constituent members.
  - Opportunities to share resources / training etc.
  - Offer a sustainable role for infra-structure organisations as the hub of a consortia.
- (Voluntary Action Sheffield, 2008) (The Cabinet Office 2008) (Charity Commission 2009) (ACEVO website, accessed December 2010).

There are other comprehensive reference guides and toolkits available which are relevant to the third sector in general. See Voluntary Action Sheffield (2008) Office of Third Sector (2008), Jane, T. & Climo, A. ILCM, (no date), Charity Commission (2009) and Bassac (2010). This toolkit is unusual in that it focuses on the particular circumstances of User Led Organisations.

This toolkit does not promise any instant recipe for success, nor does it hope to suggest a 'one size fits all' solution. However, it is hoped that it will provide a useful reference guide with a wide range of tips, examples and signposting to further information. Use of the ULO Consortium Toolkit will, in addition, enable you to audit 'where you are now' and what more you need to do!'; highlighting areas for improvement and implementation.

This toolkit, and the model agreements included, is designed to provide examples of the types of approach which groups can adopt and a starting point for the development of agreements. However, agreements of this type involve the allocation of significant legal risk. They need to be adopted to suit the needs of each group or organisation and it is important that organisations and /or groups seek advice from an appropriately qualified professional with demonstrable experience of the voluntary sector before finalising any agreement. It is also important to note that the toolkit was accurate at the time of writing although some aspects may become obsolete in time.

We wish all disabled people and carers the very best of luck in developing their own style ULO consortium so that they can forge a better future for themselves and others in their local community.

## **Fusion 2011**

## Introduction

This toolkit was developed as part of the South West Region User Led Organisation (ULO) Consortium Project. The project was led by Fusion and was funded by the Department of Health ULO Development Fund 2008 – 2009. The project aims were to support organisations seeking to develop ULO consortia in their local authority areas.

A central element of the Consortium project was to establish a network of ULOs in the South West who are interested in exploring and/or implementing a Consortium approach to ULO development within their County / Unitary Authority area. The purpose of the network was to share learning and offer mutual support and eventually extend this learning and support across other regions in the UK, through presentations and through the development of the ULO Consortium toolkit.

The following ULOs were involved in the network and gave their input to the toolkit:- Compass Disability, Disability Cornwall, DOTS Disability, Fusion, Gloucestershire Lifestyles, West of England Centre for Independent Living, The Vassal Centre, Wiltshire Centre for Independent Living, Wiltshire People First and the Wiltshire & Swindon Users' Network. The network was supported by Equality South West and the Department of Health, South West.

The South West ULOs and ULO hubs who took part in this project may be able to provide further support and guidance and their contact details are included appendix 9. Appendix 9 also provides background information to the development of the South West Disability Equality Network and the South West ULO hubs.

In this toolkit we use the term 'consortium' to refer to any form of association between organisations who may come together simply for networking purposes or for some form of joint venture that would be beyond the capabilities of the individual members, whilst remaining as separate organisations. The form this takes may range from informal collaborations through to formal alliances with legal agreements. The collaboration may be for a fixed period or it may be long term. Furthermore, we recognise that the term 'partnership' has a specific legal meaning. In this toolkit we use the term in its informal sense, referring to organisations and/or groups agreeing to work together. Lastly, throughout the toolkit we use the term 'governing

body' to refer to the people who are ultimately responsible for running an organisation. In a charity, these people will also be the 'charity trustees'. They may also be called the management committee, executive committee or board of directors, or may be known by some other title.

The toolkit is divided into the following sections:-

**1) Consortium models**

A brief description of three principal consortium model options and their benefits and disadvantages.

**2) Key issues, challenges and advice for setting up or joining a ULO Consortium**

An outline of the key issues and challenges involved in setting up or joining a consortium. This section is included to provide you with advice and themes to consider, based on real examples from ULOs in the South West, to help you in developing a new partnership.

**3) Key steps for setting up or joining a ULO consortium**

A process chart presenting the key steps in setting up a consortium, followed by an outline of useful areas to consider. This section also includes signposting to further resources and support.

**4) Example consortium agreements**

This section provides example agreements, produced by Michelmores Solicitors, for use as a starting point for ULO consortia to adapt for their own purposes (having sought appropriate legal advice).

**5) Summary**

A brief summary of the fundamental values and standards necessary for a ULO Consortium to be effective and truly user led.

**Appendices:**

**1) Checklist for partnership working.**

A useful checklist for organisations who are setting up or joining a consortium.

**2) Planning, analysis and monitoring tools.**

This section provides some examples of tools and frameworks that can

be used during the planning, monitoring and analysis of consortium projects.

### **3) Example code of conduct.**

An example of a code of conduct which can be adapted by organisations forming a consortium.

### **4) Example quality standards for a ULO consortium**

This section provides an example of a set of quality standards and values for a ULO consortium.

### **5) 'Developing Your Vision' example documents**

Example invitation letter and agenda for a 'visioning day' for an emerging consortium.

### **6) Example ULO consortium membership criteria**

An example of the full membership and associate membership criteria adopted by the Gloucestershire ULO hub.

### **7) Tips for working with Local Authorities**

Some helpful suggestions for forming a constructive and mutually beneficial relationship with Local Authorities.

### **8) Guidelines for Supporting Service Users in Meetings**

Best practice guidelines for ensuring all meetings are fully accessible, developed by Living Options Devon.

### **9) Case Studies**

This section presents an in depth look at three case studies from the South West: an informal network, a contractual consortium with a lead body and a consortium set up as a separate legal entity.





## **Section 1**

# **Consortium Models**



## Consortium Models

ULO's who are considering developing a consortium have a number of possible models available to use as a starting point. This section provides a brief outline of three broad options: - the informal network, the contractual consortium with a lead body and setting up as a separate legal entity.

For a comprehensive discussion of model options see the Voluntary Action Sheffield (2008) 'Consortium Toolkit' and the Office of the Third Sector 'Working in a Consortium' guide for third sector organisations involved in public service delivery (2008).

Section 4 of this toolkit provides example model agreements based on the options below. The example model agreements are designed to provide examples of the type of approach which groups can adopt and use as a starting point to adapt for their needs, (having sought appropriate legal advice). A case study of each option is included in the case studies in appendix 9.

### **1) An informal network**

This option is an informal partnership arrangement between organisations which could be called a loose consortium or network. All the agencies agree to work together to common aims. There may or may not be a written partnership agreement and/or a steering group. The network would not have a separate legal status outside of its members. The organisations would have to tender as independent units to commissioning bodies (Voluntary Action Sheffield, 2008).

An informal network is fairly easy to set up with minimal financial costs. A network will build on the strengths of partnering organisations and be an opportunity for them to share learning, good practice etc. It could be viewed as a first step in the process of working together, allowing organisations the opportunity to work together and consider their options for further development of a closer more formal working relationship. However, it does not offer joint bargaining power and procurement agencies may be less likely

to support and fund it (Voluntary Action Sheffield, 2008) (Office of Third Sector 2008). See section 4 for an example model agreement for a partnership of this kind; appendix 3 for an example code of conduct and appendix 9 for a case study example of an informal network.

## **2) A contractual consortium with a lead organisation**

In this model, organisations could come together to form a consortium and agree to work through one of the organisations as a 'lead organisation'. The consortium would usually be led by a joint steering group which would include one or more consortium member organisations. As with the informal network, the consortium would have no separate legal status. A consortium agreement would be put in place among members of the consortium which would set out their legal rights and obligations.

The lead organisation would apply for contract funding on behalf of consortium members and manage the contract, distributing funds to other members via sub contracting arrangements for particular services or outputs (Voluntary Action Sheffield, 2008). See section 4 for an example model agreement for a consortium of this kind and appendix 9 for a case study example.

In this model, partner organisations are able to make use of existing contract management and accountable body systems. Due to the established reputation of the lead organisation in particular, this model may be perceived as less 'risky' by funders. However, it is more it can be difficult to establish a clear identity and 'brand' for the consortium and there may be a risk of 'institutional baggage' (Voluntary Action Sheffield, 2008) (Office of Third Sector 2008).

Both the 'informal network' and the 'contractual consortium with a lead organisation' fall under what the Office of the Third Sector report describes as a 'steering group' model in that organisations are working as part of a consortium without any additional legal entity being formed (Office of Third Sector, 2008). The Office of Third Sector report (2008) describes the Steering Group model as one which requires a high degree of trust and integration among the partner organisations and can take considerable time to develop. They suggest that "the philosophy, ethos and business approach of all members of the consortium must be taken into account by each of the

other organisations concerned. This approach demands the development of close business and operational working relationships.” (p22.)

### **3) A formal consortium as a new company**

Organisations may choose to form a consortium which would be formally constituted as an independent legal entity.

A new company would be set up and an operating model would have to be agreed i.e. whether to become a Community Interest Company, a Social Enterprise, a Company Limited by Guarantee and whether to have charitable status. Governance of the organisation will need to be discussed, to ensure that the consortium has ULO status i.e. that a minimum of 75% of the governing body are drawn from the ULO's constituency.

Setting up a new company allows the consortium members to have full ownership and control and it is easier to create a clear identity and brand without the 'institutional baggage' that any of the partner organisations may bring with them. It also offers the possibility of passing risks to a new entity and allowing organisations to clearly separate the partnership working from the rest of the organisations' activities. However, the company will not have an established reputation so may be perceived as more risky by funders. The costs of setting up a new organisation will also need to be considered. (Voluntary Action Sheffield, 2008).

See Section 4 for guidance for setting up a consortium as a separate legal entity, provided by Michelmores Solicitors. Appendix 9 provides an example case study.

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## **Section 2**

**Key issues, challenges and advice for setting up a ULO consortium**

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## Key issues, challenges and advice for setting up or joining a ULO Consortium

This section presents the key themes emerging from the experiences of consortium working amongst ULOs in the South West. (See appendix 9 for background information about the South West ULO hubs).

The wide range of experience and shared learning has been pulled together to provide you with an outline of some of the issues and challenges faced when setting up a consortium and some suggestions as to how they may be overcome, based on real examples.

The key issues discussed in this section are:-

- A consortium to suit the needs of local communities
- Time and resources
- Leadership
- Governance & membership
- Partnerships between ULOs and non User Led providers
- Values
- Joint Vision
- Relationships, trust and communication
- Dispute resolution
- Fostering cooperation not competition
- Governing bodies
- Roles and responsibilities
- Relationship with commissioners
- Funding, resources and capacity
- Support & mentoring
- User Led organisations and Carer Led Organisations

### **A consortium to suit the needs of your local community**

Consortium working may not be the most suitable approach for ULOs in every County or Unitary Authority. Consortia should not be viewed as the panacea for all ULOs and may not be appropriate in some areas.

Furthermore, any consortium model needs to be viewed as a basis and adapted and developed to suit the needs of the local community and organisations involved. It is not a case of 'one size fits all'. Every County and local community has its own challenges and different approaches should be researched and adapted in order to come up with a model that is suitable for the area or region.

As well as adopting an appropriate consortium model, a successful consortium will take into consideration the particular history and personalities in the area it is based, for example, through the identification of the influential people in the public and voluntary sectors and establishing where there may be conflicts of interest. Vested interests should be managed sensitively.

### **Time and resources**

It is sensible to recognise from the outset that consortium working takes time and resources and organisations should not expect progress to take place overnight. Learning how to effectively work together and getting people to change the way they work is a process which will develop over time. Organisations committing to a consortium will need to plan for time and resources to be allocated to delivering the services or contracts as well as to developing the consortium itself (University of the West of England, 2010).

One ULO in the South West have recognised the impact that consortium working has on time and resources and have therefore agreed to begin by forming a relatively small consortium in order to avoid it becoming 'unwieldy', also being mindful of the fact that any consortium is only as strong as its weakest partner. Another fully established consortium in the South West continues to adapt and evolve, although it has been a partnership for two years. The partners are still learning more about each other and from each other, a process which is continually strengthening trust and confidence.

Consortium working can be described as 'evolutionary', in that even after a group of organisations are established and functioning as a consortium, circumstances can change from one week to the next, for example as a result of a meeting or a new opportunity.

### **Leadership**

The importance of high quality leadership and clarity of vision throughout the process of developing and maintaining a consortium cannot be underestimated. Successful leadership will help to give a ULO consortium credibility with its

members and commissioners and drive the process forward effectively. Potential leaders need support, training and development opportunities.

Good leadership will help to ensure that all stakeholders, workers and trustees are fully engaged and supportive of the development of the partnership which will in turn play a part in ensuring that the process doesn't break down as a result of staff or trustee changes.

## **Governance & Membership**

Governance and membership are fundamental issues for ULOs and ULO consortia. By definition, ULOs are organisations where a minimum of 75% of the governing body are people who the organisation represents or who benefit from its services. ULOs considering forming a consortium will need to agree whether all member organisations are required to fully meet the ULO criteria.

In the South West, this question has been addressed in various ways. One approach has been to state that a user led board is an essential criterion for membership of the hub because this is at the heart of being a ULO. Another approach has been to set up a system where full members are required to be ULOs. Associate members sign up to a set of values but they are not required to fully meet the ULO criteria (see Appendix 6 for the criteria they have adopted for full and associate members). A similar approach found in the South West states that any organisation represented on the governing body of the consortium are required to fully meet the ULO criteria. However, the consortium also works with a network of organisations, not all of whom are required to be ULOs.

It may also be helpful to establish clear membership criteria for the consortium, not only in terms of ULO status and values but also in terms of an organisation's capacity to deliver (University of West of England, 2010).

It is important that the role of members of a consortium is made clear to all those involved. A failure to understand the role of the membership can cause difficulties for charities and other voluntary organisations including ULOs. This is a particular issue for those legal structures which require a membership which is distinct from the governing body, and from which the governing body may be elected although that is not always the case. It is also important that any ULO is clear as to the role of service users in the membership as well as any requirement that service users make up a specified majority of the governing body.



As well as considering the criteria which organisations must meet in order to become members of the consortium, it is essential to ensure that the decision making processes in place are fully user and / or carer led.

## **Partnerships between ULOs and non User Led providers**

Partnerships between ULOs/disabled peoples' organisations and non user led providers provide a valuable opportunity for the sharing of expertise and knowledge. As long as the process remains truly user led with service users and carers remaining at the centre of decision making, ULOs will benefit from harnessing the expertise, skills and knowledge available in the wider voluntary sector and the private sector. A consortium between such organisations can provide a vehicle in which discussions and sharing learning can take place, thereby creating the possibility of both effectively delivering services and truly representing service users.

More specifically, the experiences of ULOs in the South West working with non ULOs / Voluntary and Community Sector (VCS) organisations have highlighted the following potential advantages:-

- VCS organisations could provide ULOs with training (maybe in relation to business planning, writing funding bids, HR expertise etc);
- ULOs might decide to commission VCS to provide infrastructure support if they do not have the capacity/expertise within the ULO consortium;
- ULO Consortia are a valuable resource to help VCS organisations reach people who they may otherwise not be able to contact; and
- ULOs can provide independent feedback on services that other VCS organisations provide to disabled people and carers.

However, the potential for conflicts of interest when non ULOs are invited to work within or associate with a ULO Consortium should be recognised. For example, disagreements may occur with regard to the appropriate use of resources. ULO consortium members may feel that it is essential to meet the accessibility needs of all Board members and to pay service users and carers for the time they spend evaluating services. A non ULO organisation might prefer those resources to be directed into service delivery. Conflict may also arise with regard to priorities and decision making. ULO members might be keen that all

decisions are led by service users and carers, whereas a non ULO might prefer that other commercial aspects are considered instead. To address such conflicts, it is important that the role of non ULOs in the consortium is fully understood and agreed and that any conflicts of interest are transparent from the outset.

ULO's may themselves face conflicts of interest where a ULO Consortium is managing public services. What, for example, will happen if a ULO Consortium Board has to consider a proposal to increase charges to service users significantly in order to ensure the continued viability of the service? These issues are regularly handled by ULOs of various types but they may be more difficult to resolve where ULOs are new to service delivery (if, for example, they have previously focussed on campaigning to initiate or improve public services) or where ULOs with different approaches to such issues are drawn together in a consortium. Again, these issues would need to be openly discussed and ironed out from the outset.

## **Values**

Organisations considering forming or joining a consortium should spend time ensuring that all partner organisations share compatible values and aspirations and ways of working. A shared value base will form the foundation for a strong working relationship between organisations.

For a ULO Consortium there are particular values and criteria that should underpin all partner organisations' work such as:

- the principles of diversity and equal opportunities;
- the social model of disability;
- promoting independent living;
- promoting of human rights;
- peer support; and
- accountability.

Above all, the social model of disability is at the heart of a ULO and this perspective should form the basis of all partner organisations' work. See appendix 4 for an example set of quality standards and values adopted by a ULO consortium.

In the South West this has been taken forward in various ways. In some cases the organisations had an established working relationship before forming a consortium. In other cases, organisations were new to each other and, before

committing to the partnership, they spent some time ensuring that their values and ethos were compatible and that they met the ULO criteria satisfactorily.

## **Purpose**

As well as a shared value base, a consortium requires a clear and agreed purpose and reason for existing, which is agreed by all partners. For example, this may be simply to share information and networking. Alternatively, it may be to bring different service user groups, and/or kinds of services under one umbrella and marketed approach, allowing organisations to bid for larger tenders.

ULOs in the South West highlighted that a clear purpose helped to counter the fear that a ULO hub will become another layer of bureaucracy slowing down the work of partner organisations.

## **Joint Vision**

It is important to establish a clear vision and identity for a consortium from the outset. The vision, alongside the agreed purpose for developing as a partnership, will help to ensure synergy amongst all partners, good working relationships and effective service delivery. The visioning process will cover issues such as:

- establishing clear aims for the partnership;
- analysing the strengths, risks, opportunities and threats for the partnership (both internal and external);
- agreeing the benefits of forming the partnership; and
- increasing knowledge and understanding between partner organisations.

ULO hubs in the South West have taken this forward by holding meetings and workshops between partners as well as organising larger events bringing together all partners, trustees and service users, often using an independent facilitator and venue.

Appendix 5 provides some example documents for a 'visioning day' for an emerging ULO consortium. Bassac (2010) provides a suggested structure for a facilitated 'visioning' exercise. Appendix 2 provides some planning and monitoring tools which could be used at such an event.

Once a joint vision is agreed, the partners will then need to decide how they will go about achieving this vision as a consortium, and establish some key

objectives. One South West ULO Consortium commented that their partnership became stronger through actually working together on something concrete, i.e. the discussions about underpinning values and shared vision were properly cemented once joint working commenced.

## **Relationships, Trust & Communication**

The Office of the Third Sector report on Consortium working (2008) describes the high degree of integration among partner organisations required in a consortium based on the Steering Group model, and suggests that trust is a key element in successful consortium working. A shared value base will be a strong foundation for building positive relationships and trust.

The importance of positive working relationships between partner organisations has been clearly evident in the South West. The process has run more smoothly in counties where the partner organisations have previous positive experience of working together effectively and therefore have already established trust and understanding. This is far easier than 'starting from scratch'.

In some cases, ULOs may have agreed that it is sensible to form a partnership, although there may remain some resistance to the process, for example between organisations who have very little knowledge of each other (and therefore have not had time to build trust or confidence) or organisations who have experienced some conflicts in the past. Smaller organisations may at times feel threatened and as if they are being 'taken over' by larger organisations. Personality clashes between staff members or members of the governing bodies of different organisations may also occur. In such cases, it may be helpful to make use of an independent facilitator to overcome resistance, smooth out the conflicts and establish a basis for working together. Trust and understanding will grow over time.

During the process of building trust and overcoming any conflicts and resistance, it is helpful to consistently highlight the following:-

- the importance of maintaining independence for each member organisation;
- the benefits of forming a consortium;
- how the consortium will assist in driving forward the fundamental aim of

partner organisations which is to support individuals to improve their lives;

- the importance of taking time to understand and respect the history of all partner organisations (the planning and analysis tools provided in appendix 2 may be useful here); and
- that a partnership can work in many ways and be adapted to suit the needs of all partner organisations.

Pursuing a consortium approach needs to be handled sensitively and cautiously, to ensure that all organisations, large and small, are comfortable with how it is proceeding. If set up appropriately, smaller organisations may find there are benefits to being part of a consortium due to the increased funding and tendering opportunities and the higher profiles resulting from being part of a larger network or consortium. However, it is essential to highlight that autonomy can be retained within separate organisations.

Above all it is important that partners maintain a relationship of open communication, honesty, integrity and transparency. Partners should aim to share information, knowledge and expertise with each other, signpost each other to funding opportunities, declare conflicts of interests and raise any issues or problems constructively (ESDA, no date), (Jane & Climo, no date).

## **Dispute resolution**

Many groups assume that alternative dispute resolution such as mediation is more cost effective than legal proceedings. This is not always the case. The cost of hiring a venue and the time consumed in agreeing terms of engagement can produce a very different result.

It is also important to appreciate that clauses relating to dispute resolution are carefully framed. One group servicing disabled people nearly lost a large grant when it discovered that it would not be able to terminate an agreement with a poorly performing partner organisation as quickly as it wished. The problem was a 'home made' contract which included a reference to mediation which had the effect of requiring mediation in all cases where a dispute of any sort (however minor) arose. When the funder found the organisation could not terminate its subcontract quickly it considered terminating the funding agreement so as to avoid the risk of further damage to its reputation. It was eventually persuaded not to take that drastic step but the 'home made' dispute resolution clause had caused the charity involved to come close to disaster.

## **Fostering cooperation not competition**

A consortium will only function effectively if it is mutually beneficial for all organisations concerned. From the experiences of ULOs in the South West, consortiums have been most successful when the organisations involved have clearly distinct areas of work without too much cross over. Conflicting interests are less likely to arise and there is less potential for competition between organisations. Examples of this may be consortia made up of organisations working with different client groups, in different geographical areas or with different kinds of work or services provided, thus producing a mutually beneficial and complementary partnership.

It is helpful if organisations can identify areas where they can work together, recognising they are stronger for doing so but also maintaining their own areas of work as separate and autonomous.

ULOs in the South West have also recommended that organisations interested in establishing a consortium sign up to a code of conduct (see appendix 3) or terms of engagement that establishes all partners' commitment to the consortium. This could include reference to respecting each others areas of expertise, signposting for each other and not putting in competing bids. A code of conduct can help to define boundaries to help avoid disputes before they arise. However, such a code would not put in place legally enforceable obligations which could be invoked if things go wrong. Such a document would need to be appropriately drafted.

## **Governing bodies**

ULOs adopting a consortium approach will require the full support of their governing bodies. Above all, trustees have a duty to ensure that the charitable objects are broad enough to allow it to participate in all of the work of the consortium. If not, there is a risk of 'object drift' where organisations engage in activities outside of their charitable objects, which is a concern often highlighted by the Charity Commission and may amount to a breach of trust on the part of the charity trustees.

Members of the governing bodies' of organisations will also be aware of the inevitable risks associated with forming partnerships. These include diverting resources from existing work to fund or staff the consortium, the risk to an organisation's reputation if the consortium fails to deliver quality services or the risk of being associated with an organisation whose reputation, activities or purposes are not in alignment with yours.

Ultimately, a consortium is only as strong as its weakest member (Charity Commission, 2009).

Trustees or members of a governing body will need to take some time to understand the organisations they are considering working with; to perform checks on their financial and business probity; to ensure that they have compatible values and ways of working and that they are happy to be associated with them. The consortium agreement can cover the legal aspects of risk and liabilities.

Once trustees are happy that any risks associated with forming a partnership are acceptable, they will need to be convinced that the partnership will in turn strengthen their own organisation and offer worthwhile benefits. In the South West, gaining support from trustees has been a smoother process when the organisations involved were not natural competitors and where organisations have an already established working relationship.

Inevitably there can be power struggles to overcome. For ULOs in the South West it has been important to enable Chairs to see that a partnership can work in many ways and can be adapted to suit everybody's needs ensuring that organisations retain their independence and that resources, funding etc. are all shared equitably. As mentioned above (see 'relationships, trust and communication'), there may be some resistance to partnerships and consortia due to misperceptions that they are about being taken over and losing independence.

Again, it can be helpful to make use of an external facilitator who can help to iron out potential areas of conflict and power struggles and help to align the separate agendas of each organisation.

If appropriate, it may be possible to develop a partnership model where the organisations may not need to work particularly closely together, beyond having a knowledge of each others areas of work, awareness of the useful linkages between the organisations, and being able to present a united front or a 'one stop shop', thereby benefiting service users and being more appealing to commissioners.

## **Roles & Responsibilities**

It is important to clarify what is expected from each partner in terms of outputs, involvement and quality standards.

Many consortiums have a lead organisation. The lead organisation has distinct legal and performance responsibilities and must act transparently at all times (University of West of England, 2010). It is important to clarify the role of the lead organisation.

The lead organisation can be agreed upon through an election process and various systems can be put in place to ensure fairness such as an alternating lead or adding a provision that the lead organisation can be changed at any time if members decide that is the best way forward. However, if a consortium chooses to adopt a democratic approach to the selection of a lead agency, it will also be necessary to ensure that the elected organisation is constitutionally and financially equipped to fulfil the role. There may, for example, be a requirement imposed by commissioning bodies that the lead agency can demonstrate a substantial turnover, track record or credit rating.

## **Relationship with Commissioners**

A good relationship with the Local Authority (LA) was of paramount importance to all the ULOs in the South West as it can facilitate the process of establishing a consortium.

It has proved effective when ULOs work proactively to build a strategic partnership with the LA based on a relationship of communication and cooperation rather than confrontation. A 'co production' approach can develop where the ULO or ULO hub and the LA work together to develop a shared position without compromising the ULO's independence.

ULO's in the South West have found it beneficial to work towards increasing the understanding in the LA of the strategic benefits offered by ULOs and influencing how LAs commission services and service user involvement. If proposals match LA outcomes it will demonstrate how ULOs can potentially help LAs to fulfil their statutory duties at the same time as representing a saving in resources and meeting the needs of service users. See appendix 7 for further useful tips for working with LA's.



In the support pack developed by East Sussex Disability Association (2010), these points are highlighted:

“it is important that ULOs which are finely tuned to the needs and aspirations of their constituents influence the commissioning environment. Commissioners within the public sector will need the input of those who use services (or potential service users) to help them think in new and creative ways when drawing up specifications for services. The successful shift away from traditional models of providing ‘care’ services and entrenched patterns of awarding contracts will not happen without strong influence from disabled people, carers and others who use services.” (p53)

Some LAs have been concerned that establishing a consortium will detract from being a ULO and cost a lot of money. This has not shown to be the case in practice. The existing ULOs are providing significant added value with no additional infrastructure costs. High quality commissioning based on outcomes will ensure the ULO consortium delivers value for money.

In the event that all attempts to develop a good working relationship with your local commissioner fail for whatever reason, it might be helpful to request a one to one meeting with the Director of Social Services or equivalent. This would be an opportunity to set out the benefits of working more closely with the ULO. If this approach is still not effective, a ULO Consortium might like to consider linking up with contacts in the Department of Health / Strategic Health Authority to consider how they might support you in your quest to build good relationships and work collaboratively with your local authority.

A ULO consortium may also consider involving the quality inspectorates / regulatory bodies such as the Quality Care Commission. This would provide an opportunity to highlight the lack of engagement with the ULO. Many of these bodies require evidence from independent bodies and the ULO can ensure that their views are recorded and a response provided through these mechanisms.

ULO consortia should also consider a wider range of possible commissioners, for example, GP consultants and other public sector bodies.

## **Funding, Resources and Capacity**

ULO in the South West have recognised that consortium working takes time and resources. This can present a significant obstacle to progress and is particularly problematic in the current economic climate. Some ULOs may see

this as further reason for organisations to work together to build something stronger and more sustainable; other ULOs may see it as reason to withdraw and consolidate their individual organisations.

The advantage of a ULO over (say) a local authority is that as an independent charity or social enterprise, ULOs can make use of general fundraising techniques and access a whole range of charitable and other funding that would not be available to public sector bodies. Opportunities exist for applications for grant funding from grant making trusts to undertake innovative and new project work. This can be used as pilot/seed funding for securing major new contracts from the Local Authority.

Contracts are another important type of funding for ULOs, for example Advocacy, Involvement or Direct Payment Support block contracts. Other sources of sustainable funding might include sub leasing part of the building to other like minded organisations, providing disability and diversity awareness training and access auditing services.

The advantage of a ULO consortium is that the organisations can present co-ordinated bids which better meet funders' requirements, offering a streamlined supply chain. In addition, sharing expertise around opportunities for future funding can be really beneficial for all members of the consortium. In respect of contractual requirements, it may be that the organisations separately cannot meet the criteria, however, by working together as a consortium they are able to tender for the work collectively.

## **Support and Mentoring**

ULOs in the South West have suggested that joining local networks and national organisations such as NCVO and RADAR has been a helpful source of support, in terms of information, advice and networking.

Larger ULOs and established consortia can also offer mentoring support to developing ULOs and consortia. This has to be delivered sensitively, however, as smaller ULOs must not be made to feel under threat or as if they are being taken over.

## **User Led Organisations and Carer Led Organisations**

Forming a partnership between carer led organisations and user led

organisations may present particular challenges. Carers have struggled for some time for recognition of their separate identity and to ensure that their voices are heard independently from those they care for. Therefore, there may be some resistance to a partnership due to the fear that their identity will be compromised or overlooked. This can be overcome by ensuring that all organisations and their members understand that the consortium is about working together in some areas but retaining complete autonomy in others.

The Fusion Consortium in the South West overcame this issue by taking the following measures:-

- The Fusion Development Lead (FDL), who had been actively involved with working with carers in the past, attended several carer chair meetings and also met with several carers independently to explain the relevance of Fusion and to assure them that it was not about Fusion “diluting” the importance of carers.
- Openness and honesty by the FDL was paramount at all times to try and achieve a positive outcome.
- Inclusion of carer representation on the Fusion Board was essential. This enabled a more inclusive approach, at a strategic level, thus enabling a bigger picture vision.

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## **Section 3**

### **Setting up a ULO Consortium**

#### **Key Steps & Considerations**

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## Key Steps for Setting up a ULO Consortium

This section provides a flowchart presenting the first steps in setting up a consortium, followed by an outline of some key considerations to take into account. Appendix 1 provides a detailed checklist for setting up or joining a consortium.

This toolkit is unusual in that it focuses on the particular circumstances of User Led Organisations. For comprehensive guidance for setting up consortium in the Third Sector in general, we would also advise readers to refer to the following resources and support:-

- **Voluntary Action Sheffield ` Consortium Toolkit' (2008)**  
 This toolkit includes a book and a CD which takes you through a 7 stage consortium building process, providing model documents, sample text and templates that can be adapted. This is a very useful resource for any third sector organisation adopting a Consortium approach.
- **Jane, Climo (no date) `The Partnership Toolkit' published by ILCM Community Interest Company.**  
 This toolkit was created for partnerships involving the Voluntary Sector to help organisations set up partnerships on a firm foundation and to offer a `health-check' to existing partnerships.
- **Charity Commission (2009) "Choosing to Collaborate: Helping you Succeed"**  
 This toolkit is designed for all charities that are considering planning and progressing a joint working arrangement. It highlights common pitfalls and gives practical advice including the legal aspects of partnership working. It is available at: <http://www.charity-commission.gov.uk/library/colltoolkit.pdf>

Some times organisations working together may ultimately decide to establish a formal merger. For advice on mergers, please see the Charity Commission toolkit `Making Mergers Work: Helping you Succeed' (2010) Available at: <http://www.charity-commission.gov.uk/library/mergetoolkit.pdf>

- **BASSAC “Collaboration for communities: Giving power to partnership” (2010)**

This toolkit provides guides organisations considering partnership working through several stages, setting out the key issues and providing a framework for organising and planning. It is available at:-

<http://www.bassac.org.uk/node/942>

- **Tendering for Care (TfC)** offer a suite of support services which have been developed to meet the needs of providers of all types of health and social care services when tendering or re-tendering for public sector contracts. They offer a Consortium Development Programme provides training and support, development sessions, checklists, documentation and a CD to assist decision making. The purpose of the programme is to enable organisations to understand the requirements for tendering collaboratively possibly in a consortium; to consider their options; and develop collaborative working in order to compete successfully for public sector contracts. For more information see:

<http://www.tenderingforcare.com/system/files/Consortium%20Development%20Programme%20fnl-2.pdf>

## Setting up a Consortium - First Steps

**Effective leadership is essential from the outset and throughout the process.**

**Trust and understanding between the partners will grow and develop throughout the lifetime of the Consortium.**

**Allow time and resources for every step!**

Consider the purpose of setting up a Consortium and why a partnership is the best way to achieve your goals. What are the benefits? What are the disadvantages? Is it in the best interests of the community your organisation represents? Will the activities of the Consortium all fall within the charitable objects of intended member organisations?



Identify and establish key partners. Consider the following:- ULO status, value base and ethos, membership criteria, working relationships, governance structures, areas of work, ways of working, policies, reputation, financial standing, business probity etc. Consider potential risks to your organisation.



Ensure all trustees, board members and service users are in support of the Consortium. Develop a joint vision and mission statement for the Consortium. Identify the services the Consortium will deliver as part of this vision.



Choose a Consortium legal model and a management structure to adapt for your purposes. Establish roles and responsibilities, clear processes for decision making and resolving issues.

Establish a partnership agreement and/or memorandum of understanding. If appropriate, set up service level agreements. Agreement should cover responsibilities, risks, liability, accountability etc.  
**Seek legal advice.**

Consider agreeing a code of conduct and quality standards setting out the values to which all partners are working and the guiding principles of the partnership.



Begin project planning. Consider the strengths, weaknesses, opportunities and threats. Set goals and objectives. How will objectives be delivered? Consider funding issues. Put monitoring and reporting procedures in place.

## Key Considerations

This section provides a brief outline of the key considerations to take account of when setting up or joining a consortium and includes signposting to further sources of support. Some of the information in this section is drawn from the guide produced by the Charity Commission 'Choosing to Collaborate: Helping you Succeed' (2009).

The key areas in this section are:-

- 1) Is forming or joining a consortium the best way forward for your organisation?
- 2) Leadership
- 3) Identifying key partners
- 4) Joint vision
- 5) Consortium model / partnership arrangement
- 6) Governance & membership
- 7) Strategy and planning
- 8) Managing the consortium

Section 2 provides a more detailed discussion of the themes and offers suggestions for overcoming any challenges. Appendix 1 provides a checklist for setting up a consortium.

### **1) Is forming or joining a Consortium the best way forward for your organisation?**

- Will all the activities of the Consortium fall within your charitable objects?
- What are the benefits of forming or joining a Consortium?

For example:- networking, increasing reach of services, stronger voice for campaigning, lobbying, sharing learning, sharing expertise and resources, increasing ability to win tenders or offering one point of contact for service users.

- What are the disadvantages of forming or joining a consortium?

How will the consortium impact on your organisation? Consider risks,



staffing, time, resources, funding issues.

- Is the consortium in the best interest of the community your organisation represents?
- How will consortium working further the objectives of your organisation?
- What is the purpose of the consortium? Have all partners agreed upon the purpose?

## 2) Leadership

- Who will be leading the process?

Ensure key individuals have leadership skills and knowledge and/or are provided with support and training. Good leadership will help to ensure that all stakeholders, trustees and staff are fully engaged and supportive of the process.

- There are various courses available designed to help develop leadership skills (see RADAR, Disability Lib and the Essex Coalition of Disabled people websites).
- ECDP have developed the 'Leading Ability' programme which is specifically designed to help individuals who work in disabled peoples organisations (DPOs) to accelerate their leadership capacity. The course includes the following modules:- Leadership and You (leadership and personality, setting powerful outcomes, developing confidence, using disability to enhance your leadership style and leadership theories); Leading a DPO (the DPO challenge, making financial choices, strategic and project planning, learning from the past and the value of disability); Leading People (disability and communication, influencing skills, branding, essential motivation, transforming teams and presentation skills); and Making it Happen (networking circles, what makes a great DPO leader, planning for the future). For more information contact ECDP (<http://www.ecdp.org.uk>).

## 3) Identifying key partners

Proposals for joint working may arise from already established relationships. Alternatively, organisations may actively seek partners.

In either scenario the following should be taken into consideration:-

- Take time to get to know and understand potential partner organisations. Do potential partners have compatible charitable objects, culture and working style, policies and procedures, governance structure and funding base?
  - It may be useful to refer to the planning and analysis tools included in appendix 2.
  - The toolkit 'Collaboration for communities: Giving power to partnership' (2010), developed by Bassac, includes a useful tool for establishing the profiles of organisations and partnerships, in order to assess the viability of collaboration.
  
- Do all partners work to the fundamental values of a ULO – in particular the social model of disability, the principles of diversity and equal opportunities, promoting independent living, empowering individuals, promoting human and other legal rights, peer support and accountability?
  - For a detailed discussion of the value base of a ULO and how the social model of disability should inform and affect all activities, readers are advised to refer to the East Sussex Disability Association ULO support pack available at:  
<http://www.scie.org.uk/publications/guides/.../ULOSupportPackWordVersion.doc>
  
- Have you checked the financial standing, capacity and business probity of partner organisations? Consider risk to your organisation's reputation and financial risk. Do all partners have the capacity to deliver objectives? Would you be happy to be associated with all of the potential partners? Identify measures which could be put in place to mitigate these risks.
  - The collaborative working toolkit produced by the Charity Commission (2009), includes a very useful 'due diligence' checklist to help Trustees understand the steps an organisation needs to take to ensure that collaboration is in their best interests as well as covering commercial, financial and legal aspects. This is available at <http://www.charity-commission.gov.uk/library/colltoolkit.pdf>

- If you are working with non user led providers, have you ensured that their role is fully understood and have all potential conflicts of interest have been made transparent?
- How does each of the partner organisations complement the partnership as a whole? What benefits does each partner gain from the partnership?
- Consider the strengths and weaknesses of each partner and what they bring to the partnership.
- Have you ensured that any conflicts of interest are discussed and made transparent from the outset?
- Do you have an established positive working relationship with the potential partners? If not, what are you doing to build trust and mutual understanding? (For example through 'visioning days', use of an independent facilitator etc.)
  - See Section 2 for some advice for overcoming resistance to forming or joining a consortium
  - See appendix 3 for an example code of conduct which can be used to help avoid disputes before they arise.

#### **4) Joint Vision**

- Ensure all Board members, Trustees, Management Teams are fully supportive of the consortium.
- Ensure members of your organisation understand and support the consortium.
- Bring Trustees, Board members, Management Teams and Service Users together to establish a joint vision / mission statement. Consider use of an external facilitator and venue.
  - See appendices 2, 5 and 8 for planning tools, example 'visioning' day documents and guidelines for supporting service users in meetings.
  - Readers are also advised to refer to Bassac (2010) which provides a suggested structure for a facilitated 'visioning' exercise.

- Consider establishing a set of guiding principals for the partnership, i.e. values that the partners will adhere to.
  - See appendix 4 for an example set of values / quality standards
- Identify the areas of work and/or services the consortium will deliver as part of its vision. Establish key objectives. Consider areas of commonality, and areas the organisations can work together profitably.
  - Consider use of planning tools in appendix 2.

## 5) Consortium model/partnership arrangement

- What kind of consortium model or partnership arrangement is suitable for your needs? Explore model options (see section 1) and ensure that you develop an arrangement which matches the needs and circumstances of the area you are working in.
  - Establish a partnership agreement and/or memorandum of understanding. Seek legal and professional advice. Address any risk areas, e.g. conflicts of interest. Ensure all partners are involved in developing the partnership agreement. The agreement will include:-
    - Objectives of consortium
    - Processes for establishing the lead organisation
    - Roles and responsibilities of all partners
    - Decision making processes
    - Duration of partnership
    - Accountability
    - Resources required
    - Staffing arrangements
    - Information about ownership of and rights to intellectual property, earned income
    - Processes for resolving conflicts
    - Processes for withdrawing from partnership
    - Risks, liabilities, insurances
    - Autonomy  
(Charity Commission, 2009).
- See Section 4 for example model agreements, designed to provide examples of the types of approach organisations can adapt for their

own needs (having sought appropriate legal advice).

- If you are establishing a new company, consider the various options available i.e. Community Interest Company, Company Limited by Guarantee and whether you need charitable status.
  - See section 4 for more advice and guidance.
- It is important to clarify what is expected from each partner in terms of roles, responsibilities outputs, involvement and quality standards. The toolkit developed by Bassac "Collaboration for communities: Giving power to partnership" (2010) includes a useful tool for establishing the roles and responsibilities of all partners.
  - The ARCI model in appendix 2 provides a simple way to categorise responsibilities amongst consortium partners.
- Consider the process for establishing a lead organisation and be clear about the role. Ensure that the lead agency fulfils any requirements imposed by commissioning bodies, for example the ability to demonstrate a substantial turnover, track record or credit rating.
- Consider mode of operating e.g. hub and scope structure or a 'virtual' consortium.
- Consider establishing a code of conduct or quality standards to set in place the guiding principles of the partnership.
  - See appendices 3 (example code of conduct) and 4 (example set of quality standards and values)

## 6) Governance & membership

- Consider ULO status issues. How will you ensure the consortium meets the ULO criteria?
  - It may be useful to refer to the support pack produced by the East Sussex Disability Association which provides detailed information, advice and guidance for developing a user led organisation. This is available at:  
<http://www.scie.org.uk/publications/guides/.../ULOSupportPackWordV>

[version.doc](#)

- Do you have a clear management structure / decision making process in place? How will you ensure the Consortium is truly User Led?
- Have you agreed upon criteria for membership of the consortium – i.e. do all partners have to fully meet the ULO criteria? Will the consortium have a broader network and / or associate members?

See appendix 6 for an example of the criteria for full membership or associate membership of a ULO hub in the South West.

- Also consider establishing a checklist for future potential members, covering issues such as compatibility, capacity to deliver, reputation etc.
- Have you ensured that the role of the membership is fully understood (see section 2)?

## 7) Strategy and Planning

- Have you agreed a project plan with objectives and milestones and have you developed processes for monitoring and evaluation?

Useful references:-

- Appendix 2, planning & analysis tools
- Fusion (2009) 'Are you ready for business?' pack - provides some useful documents for project planning, including a project initiation document which can be used to capture and record basic information needed to correctly direct and manage a Project.
- Collaboration for communities: Giving power to partnership' (2010) developed by Bassac - provides a template for drafting a partnership strategic plan, which can be used as a framework for recording key decisions that can be used to communicate with key stakeholders and to monitor progress. Also included in this toolkit is a simple evaluation framework.
- Ensure effective communication processes are in place with all stakeholders including service users, beneficiaries, staff, trustees, funding bodies and

local authorities.

- Consider how to develop an effective relationship with the Local Authority and other commissioners.
  - See appendix 7 for some hints and tips.
- Have you identified other external key personnel?
- Consider sources of support are there available to you e.g. NCIL, Disability Lib, local networks, and other ULOs who may offer a mentoring service.
- Consider funding issues and sustainability.
  - Disability Lib has developed an information pack called the 'Basics of Fundraising' available at <http://www.disabilitylib.org.uk/toolkits>. The pack provides an overview of the funding situation for most DPOs and includes information about the basics of fundraising, information on charitable trusts, the Big Lottery Fund and other statutory bodies, follow up and housekeeping and budgets
- Consider staffing and premises requirements

## 8) Managing the consortium

- Ensure that partners maintain a relationship of open communication, honesty, integrity and transparency – sharing knowledge, information, expertise and signposting each other to funding opportunities.
- Ensure you have processes in place for conflict resolution. Does your agreement include an established procedure to address a breakdown of communication within the Consortium or failure of one or more parties to deliver? It is also important to appreciate that clauses for conflict resolution need to be carefully framed and it is advisable to seek legal advice.

Please note that many groups assume that alternative dispute resolution such as mediation is more cost effective than legal proceedings. This is not always the case. The cost of hiring a venue and the time consumed in agreeing terms of engagement can produce a very different result.

- For a ULO Consortium, it is particularly important to ensure that all policies, documentation and meetings are fully accessible to ULO members. For further advice please refer to the following:
  - Appendix 8 provides guidelines for supporting service users in meetings
  - East Sussex Disability Association ULO support pack (available at: <http://www.scie.org.uk/publications/guides/.../ULOSupportPackWordVersion.doc> )
  - 'A guide to running an inclusive and accessible event' Available at:- [http://www.equalitysouthwest.org.uk/.../events/A guide to running an inclusive and accessible event final version1.pdf](http://www.equalitysouthwest.org.uk/.../events/A_guide_to_running_an_inclusive_and_accessible_event_final_version1.pdf)
- How are you ensuring that all partners are equally valued and that the partnership is in no way tokenistic? E.g. are all partners clear how they can add value and contribute to the consortium?
- Have you identified support needs of all partners?
  - Bassac (2010) have produced a useful tool for identifying support needs.
- How do you ensure that steps are taken to ensure that all partners' voices are heard and the partnership adheres to its stated mission?
- How do you ensure that the activities of the consortium remain true to the vision and mission statement and the priorities of service users and members and not being sidetracked by the agendas of the government and the local authorities?
- Have you considered intellectual property issues? For example:
  - the way in which the name and logo of the consortium may be used by members
  - the use of data collected by the consortium and the way in which new methods developed by the consortium will be protected and disseminated or exploited. There is often a tension between the desire to ensure that new methods are well publicised and widely used and the competing need to protect the assets of the group(s) involved and generate income from such rights.'





## **Section 4**

### **Example Consortium Agreements**



## Example Consortium Agreements

This section provides two sample agreements, produced by Shivaji Shiva of Michelmores Solicitors. The examples can be used as a basis to adapt to suit the needs of your organisation. The first model agreement is a draft terms of reference for a consortium based on the informal network model. The second is a model agreement for a contractual consortium with a lead organisation. Finally, included in this section is guidance and notes for setting up a consortium as a separate legal entity and the different models which are available including a look at charitable status, companies limited by guarantee, social enterprises, and community interest companies.

The model agreements are designed to provide examples of the types of approach which groups can adopt and can be used as a starting point for the development of agreements. They are not intended to be slavishly followed. The examples will generally need to be adapted to suit your needs and you should ensure that you understand the effect of any changes you make.

These documents have important legal consequences and agreements of this type involve the allocation of significant legal risk. You should therefore ensure that you understand the effect of each document before you use it.

**It is important that organisations and groups seek advice from an appropriately qualified professional with demonstrable experience of the voluntary sector before finalising any agreement.**

## Terms of Reference for a Consortium based on the Informal Network Model

Please note that:

- This document was designed for a small, informal, ULO consortium which has charitable aims but is expected to have an annual income under the threshold for registration with the Charity Commission (currently £5,000).
- It is not suitable for larger or more complex ULO Consortiums.
- If your consortium will own a building, employ people, enter into substantial contracts or register with the Charity Commission you will need to consider alternative models.
- If your consortium does not have charitable aims, this document may be used but you may wish to alter it to reflect the fact that charity law does not apply to your group.
- The committee members will be the trustees of the charity. They will be responsible for the money that other people have given and must ensure it is properly spent and correctly accounted for. Further guidance on the duties of charity trustees is available from the Charity Commission.

## TERMS OF REFERENCE

### 1 NAME

The consortium's name is: [**Region- Name**] **ULO Informal Network**

### BACKGROUND

In 2005 the Government produced a report 'Improving the life chances of disabled people', which outlined the Government's plan to improve the quality of life for disabled people; giving them more choice and control so they can be included as equal members of society. The report stated that by 2010 each locality should have a 'User Led Organisation' (ULO).

A ULO is one which involves disabled people and carers in all aspects of its day to day services and functions. ULO's work in partnership with local councils and Primary Care Trusts (PCTs) in order to improve or change services that disabled people use.

In [2010], the members listed below resolved to form a ULO consortium committed to user led services and the involvement of disabled people and carers at every level of the organisation and service provision. We aim to empower service users and carers so that they can influence how services are provided

### 2 THE PURPOSES OF THE STEERING GROUP ARE:-

The relief of those in need by reason of ill-health or disability for the public benefit by [providing and promoting the provision of advocacy, peer support, advice, information and other support and assistance services for disabled people which facilitate their independence as full and equal citizens in all aspects of life and the wider community.]

### 3 EXECUTIVE COMMITTEE

The Steering Group shall be managed by an Executive Committee of people who are appointed at the Annual General Meeting (AGM) of the Group. At least 80% of the Executive Committee members must be service users.

### 4 CARRYING OUT THE PURPOSES

In order to carry out the purposes of the Steering Group, the Executive Committee have the power to:

- (1) raise funds, receive grants and donations
- (2) apply funds to carry out the work of the Steering Group

(3) co-operate with and support other organisations with similar purposes

(4) do anything which is lawful and necessary to achieve the purposes

PROVIDED THAT all funds raised by the Steering Group shall be held in a bank account established for that purpose by one of the members of the Steering Group in accordance with article 8(4) below.

## **5 MEMBERSHIP**

The Steering Group shall have a membership. Membership is open to

- (a) organisations; and
- (b) [individuals over the age of 18;]

who support the work of the Steering Group and apply to the Executive Committee in the form approved by the Executive Committee to become a member. Once accepted by the Executive Committee, membership lasts for 3 years and may be renewed. The Executive Committee will keep an up-to-date membership list.

## **6 ANNUAL GENERAL MEETING - AGM**

- (1) The AGM must be held every year, with 14 days notice given to all members telling them what is on the agenda. Minutes must be kept of the AGM.
- (2) There must be at least [5] members present at the AGM.
- (3) Every member has one vote.
- (4) The Executive Committee shall present the annual report and accounts.
- (5) Any member may stand for election as a member of the Executive Committee or, in the case of an organisation, nominate a person to stand.
- (6) Members shall elect between 3 and 10 Executive Committee members to serve for the next year. They will retire at the next AGM but may stand for re-election.

## **7 EXECUTIVE COMMITTEE MEETINGS**

- (1) The Executive Committee must hold at least 3 meetings each year. At their first meeting after the AGM they will elect a chair, treasurer and secretary. The Executive Committee may act by majority decision.
- (2) At least 3 committee members must be present at the meeting to be able to take decisions. Minutes shall be kept for every meeting.

- (3) If committee members have a conflict of interest they must declare it and leave the meeting while this matter is being discussed or decided.
- (4) During the year, the committee members may appoint up to 2 additional committee members. They will stand down at the next AGM.
- (5) The trustees may make reasonable additional rules to help run the Steering Group. These rules must not conflict with this constitution or the law.

## **8 MONEY AND PROPERTY**

- (1) Money and property must only be used for the purposes of the Steering group.
- (2) The Executive Committee must keep accounts. The most recent annual accounts can be seen by anybody on request.
- (3) Executive Committee members cannot receive any money or property from the Steering group, except to refund reasonable out of pocket expenses.
- (4) Money must be held in the Steering Group's bank account. All cheques must be signed by members of the Executive Committee.

## **9 GENERAL MEETINGS**

If the members of the Executive Committee consider it is necessary to change the constitution, or wind up the Steering group, they must call a General Meeting so that the membership can make the decision. The Executive Committee must also call a General Meeting if they receive a written request from the majority of members. All members must be given 14 days notice and told the reason for the meeting. All such decisions require a two thirds majority. Minutes must be kept.

- (1) **Winding up** - any money or property remaining after payment of debts must be given to a charity with similar purposes to the Steering Group.
- (2) **Changes to the Constitution** - can be made at AGMs or General Meetings. [No change can be made that would make the organisation no longer a charity.]
- (3) **General Meeting** - called on written request from a majority of members.
- (4) The Executive Committee may also call a General Meeting to consult the membership

10

**SETTING UP THE STEERING GROUP**

These terms of reference were adopted on \_\_\_\_\_ 2011 by the organisations listed below. The listed organisations are the first members of the Steering Group and will each appoint a representative to be a member of the Executive Committee until the AGM, which must be held within one year of this date.

**Signed**

**Print name and address**

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## **Model agreement for a contractual consortium with a lead organisation.**

Please note that:

- This is an elaborate document and you should review each clause carefully to ensure that it suits your needs.
- This document is provided as an example only - you should ensure that you understand its provisions and that they are appropriate to the needs of your group. A detailed exploration of the provisions of this agreement is beyond the scope of this toolkit.
- The approach illustrated here involves a lead body taking on formal legal responsibility for any contracts entered into by the Consortium.
- The lead agency and its trustees will need to consider carefully the risks involved in this role. In particular, it is important to ensure that appropriate sub-contracts are put into place to govern the way in which aspects of the services provided by the consortium will be delivered by particular members of the consortium - or other organisations.
- The approach here envisages a broader membership of the consortium lead for operational purposes by the Consortium Board. You will need to give careful consideration to the balance between these two elements to ensure that all the service users involved have a strong voice whilst ensuring that there is a strong management structure to ensure that the aims of the consortium - and any contracts to deliver services - are delivered effectively.
- Where the delivery of services is envisaged it will be critical that the Consortium agreement provides an appropriate mechanism for the management and allocation of the legal risks involved. This will differ from case to case and requires careful consideration.
- **You are strongly advised to seek specific legal advice before embarking on an agreement of this type.**



**DATED**

**2011**

- (1) [Organisation One]
- (2) [Organisation Two]
- (3) [Organisation Three]

Contractual Consortium with a lead organisation and broader membership)

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**[Name] ULO Consortium Agreement**

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Michelmores 

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## PARTIES

- (1) **[Organisation One]** a company limited by guarantee (number [number]) and charity registered in England and Wales (number [number]) whose registered office is at [address]
- (2) **[Organisation Two]** a company limited by guarantee (number [number]) and charity registered in England and Wales (number [number]) whose registered office is at [address]
- (3) [Full name] of [address], [Full name] of [address], of [address], and [Full name] of [address] as trustees of **[Organisation Three]** an unincorporated association registered as a charity in England and Wales (number [number]) whose principal office as at [address].

**[NOTE: please insert full details of each organisation.]**

## 1 BACKGROUND

In 2005 the Government produced a report 'Improving the life chances of disabled people', which outlined the Government's plan to improve the quality of life for disabled people; giving them more choice and control so they can be included as equal members of society. The report stated that by 2010 each locality should have a 'User Led Organisation' (ULO).

A ULO is one which involves disabled people and carers in all aspects of its day to day services and functions. ULO's work in partnership with local councils and Primary Care Trusts (PCTs) in order to improve or change services that disabled people use.

In [2010], the parties, as the [Name] Consortium ('The ULO Consortium'), was formed

The ULO Consortium is committed to user led services and the involvement of disabled people and carers at every level of the organisation and service provision. The ULO Consortium is run and led by service users so that we can provide the services which they feel are most valuable to them. We aim to empower service users and carers so that they can influence how services are provided

## 2 VISION AND ASPIRATIONS

The ULO Consortium is about.

Empowering People Together

Coming together...changing together...campaigning together

Services made in for the people of

'User-led' means 'equal say'

As a consortium, The ULO Consortium intends to continue to consult very closely with service users and carers, and ensure that they continue to lead and be 'in control' of decisions made in relation to the delivery of all the services we provide. Each of the member organisations has developed a clear understanding of the issues and concerns of service users and carers across [area of benefit eg the County of Somerset] and the best way to address these. This has been done through a mixture of consultation, support, empowerment and development. Together we intend to give disabled people and carers a stronger voice.

### 3 AIM OF THIS AGREEMENT

This *Agreement* is to enable the [collaborative] delivery of [user-led services] in the *Area of Benefit*.

**[NOTE: you will need to consider this description of the purposes of the agreement, which may need to be expanded or otherwise amended.]**

### 4 EXPLANATIONS OF TERMS USED

In this *Agreement* the following words and expressions shall have the following meanings:

**Agreement:** means the terms of this *Agreement* including the schedules.

**Area of Benefit:** is [insert details eg the [Somerset] County Council geographical area].

**Background Intellectual Property:** any *Intellectual Property Rights* excluding *Foreground Intellectual Property*, owned by any of the *Members*, which are necessary for the performance of the *Project* and/or the exploitation of *Foreground Intellectual Property* in accordance with this *Agreement*.

**Board Meetings:** means meetings of the *Consortium Board* convened in accordance with Section 9.1.

**Board Members:** named representatives of the individual *Members* appointed to represent such *Members* working to support individual *Communities of Interest*, listed in schedule [2].

**[Communities of Interest (COI):** means groups where individual persons have common needs or characteristics (such as ethnic origin, disability, age) as distinct from 'geographical communities' (communities of place).]

**[NOTE: Will the Consortium Board include representatives of COI? If not, it may be possible to dispense with this definition.]**

**Consortium:** means the parties who are the *Members* forming The ULO Consortium.

**[NOTE: You will need to ensure that the process for admitting and removing members is robust and clearly documented.]**

**Consortium Board:** means the committee drawn from *Members* of *The ULO Consortium*, and appointed by, the Consortium to be responsible for managing the *Project*.

**Foreground Intellectual Property:** any *Intellectual Property Rights* developed by a *Member* or *Members* as a direct result of and in the performance of this *Agreement* and/or in the course of or in connection with a *Project*.

**Funding Agreement:** means the agreement between the Lead Agency and a Service Purchaser.

**The ULO Consortium Board:** the consultative forum established under clause 7.4 to represent the interests of service users.

**Intellectual Property Rights:** any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Lead Agency:** means the *Member* of the *Consortium* who contracts with the *Service Purchaser* on behalf of the *Consortium* to deliver the *Project* and who is responsible for ensuring that the agreed outcomes are achieved, as agreed by the *Consortium Members* in accordance with Section 8.

**Members:** are the individual organisations that collectively form the *Consortium*.

**Nominated Deputy:** named individual with the mandate to attend *Board Meetings* on behalf of a specific *Board Member* unable to attend an scheduled *Board Meeting*.

**Objectives:** agreed, measurable indicators of service delivery set out in schedule 3.

**Project:** is defined by the services and objectives agreed with the *Service Purchaser* outlined in schedule [3].

**Service Agreement:** means the service delivery agreement between the Lead Agency and a Service Delivery Member.

**Service Delivery Member:** a *Member* subcontracted to deliver services on behalf of the *Consortium*.

**Service Purchaser:** means the organisation or agency paying for the work to achieve the *Objectives*.

**Service User Led:** activities and approaches involving a majority of service users in planning, running, and review.

**User Led Organisation** and **ULO** have the meaning set out in section 1 of this *Agreement*.

**Working Days:** are between 9.00 a.m and 5.00 p.m Monday to Friday inclusive, not including any days that are bank holidays or public holidays in the United Kingdom.

## 5 CONSORTIUM AGREEMENT PERIOD

- 5.1 This *Agreement* comes into force on the date on which it is completed.
- 5.2 The *Members* shall, subject to the terms of this *Agreement* providing for its termination or the withdrawal of a *Member* from the *Consortium*, be bound by the terms of this *Agreement* for the duration of the *Project* or such other time period as may be agreed by a two thirds majority of all *Members*.

## 6 Lead Agency

- 6.1 The *Members* shall appoint a single *Member* as their exclusive agent to promote the *Projects* on the terms of this *Agreement* and to enter into agreements relating to the *Project* with *Service Purchasers* and other persons on the *Members'* behalf.
- 6.2 The *Lead Agency* shall act in accordance with the instructions of the *Board Members* in negotiating and concluding agreements on behalf of the *Members*. [Organisation One] is the first *Lead Agency*.
- 6.3 Without prejudice to its authority to contract on behalf of the *Members* in relation to the *Project*, the *Lead Agency* agrees to take all reasonable steps to seek and obtain the prior consent of each of the other *Members* before signing agreements which further commit the *Consortium*.
- 6.4 The *Lead Agency* agrees that the *Consortium* may at any time require the *Lead Agency* to stand down and appoint a successor to the *Lead Agency* by a majority vote of the *Members*. The *Consortium* shall provide the *Lead Agency* with 6 months notice of the change of *Lead Agency*.

6.5 If the *Lead Agency* wishes to stand down from its role as *Lead Agency*, it shall notify the *Consortium Members* in writing and the *Members* will elect a new *Lead Agency* by a majority vote of the *Consortium Members*.

6.6 In each case of a vote to appoint a *Lead Agency* under this Section [6], the appointment shall only be effective when confirmed as acceptable by the *Service Purchaser*.

## **7 GOVERNANCE OF THE CONSORTIUM**

7.1 Governance of the *Consortium* will be through the establishment of a panel to oversee the delivery of the *Project* known as the *Consortium Board*.

7.2 The *Consortium Board* will comprise of named representatives for each of the parties (*Board Members*).

7.3 The *Consortium Board* shall be responsible for the delivery of the *Project* outcomes and to this end will develop and maintain appropriate management tools to ensure appropriate monitoring and evaluation of *Member's* service delivery.

7.4 There will in addition be a *ULO Consortium Board* consisting of individuals approved by the *Consortium Board* to represent the interests of service users [and the individual *Communities of Interest*]. The *ULO Consortium Board* will [be consulted by the *Consortium Board* in directing the strategic priorities of the *Consortium*]. At least 80% of the individuals on the *ULO Consortium Board* at any time will be service users.

## **8 CONSORTIUM BOARD MEETINGS**

8.1 The *Consortium Board* shall determine the frequency of its meetings, but shall meet at least quarterly. Additional meetings may be called by two or more *Consortium Board* members or at the request of the *Lead Agency*.

8.2 *Board Meetings* will operate under the following rules:

8.2.1 A Chair of the *Consortium Board* will be elected once per year by a majority vote of the *Board Members*.

8.2.2 The *Lead Agency*, in consultation with the *Board Members* (or their *Nominated Deputies*), shall call meetings, giving notice that is reasonable in the circumstances.

8.2.3 The *Lead Agency* shall use reasonable endeavours to circulate an agenda and supporting papers within a minimum of five working days prior to the meeting in appropriate formats. *Members* acknowledge that this may not be possible where urgent or emergency *Board Meetings* are called on short notice.

8.2.4 All *Members* will declare any conflicts of interest, pertinent to the agenda, at the beginning of each meeting.

8.2.5 A *Member* may not vote on matters concerning a dispute with the *Consortium* where the member is directly involved in the dispute.

8.2.6 The quorum for a meeting will be four (4) voting members.

8.2.7 Decisions will be made by consensus when possible. Where consensus cannot be reached a vote will be taken.

8.2.8 Each *Board Member* (or their *Nominated Deputies*) will have one vote, in the case of a tie, the Chair will have the casting vote

8.2.9 With the exception of a vote to terminate an individual organisation's membership of the *Consortium* in accordance with Section 24.1, decisions at *Board Meetings* will be decided on the basis of a majority vote of those attending and eligible to vote.

## **9 RESPONSIBILITIES OF INDIVIDUAL MEMBERS OF THE CONSORTIUM BOARD**

9.1 In addition to the *Consortium Board's* collective responsibility, individual *Board Members* will have specific responsibilities as determined by the *Consortium Board* from time to time.

9.2 The *Lead Agency* may over-ride decisions made by the *Consortium Board* where these are contrary to the terms and conditions of contract or established guidance given by the *Service Purchaser*. All such decisions will be reported to the *Members* and to the *Consortium Board* immediately.

## **10 FUNDING**

10.1 The awarding of funding will be made through a transparent and accountable process established by the *Consortium Board* and based upon a fair recognition of current provision and the need to maximise the provision of user led services

10.2 Funding will be agreed in conjunction with a service delivery agreement between the *Service Delivery Member* and the *Lead Agency* on behalf of the *Consortium*. Delivery of the service against agreed objectives and service delivery targets will influence continued or additional funding as resources allow.

10.3 Without prejudice to the other rights and remedies available under this Agreement, the *Lead Agency* on behalf of the *Consortium*, after full consultation with the *Consortium Board*, may, in the event of a breach of a *Member's* obligations under this Agreement or under a service delivery agreement, which is capable of being remedied and is not remedied after thirty (30) days' written notice to do so:

10.3.1 withhold payment of the whole of any payment or any part thereof due to that *Member*, and/or

10.3.2 recover from that *Member* the amount of all such payments previously made which have not been expended in accordance with the terms of this Agreement or service delivery agreement. Such recovery shall be made by reducing all such future payments by an amount equal to that to which the *Member* is not entitled by virtue of the breach. If at any time it appears to the *Lead Agency* that such reduction is or is likely to be insufficient to effect recovery of the payments, the *Member* shall pay the deficit direct to the *Lead Agency* on demand.

10.4 If a body funding the *Consortium* exercises a legal right to require repayment of any or all of the funds provided, each *Member* agrees that it is liable for such repayment in the proportion in which such funds were received under Section 10 and, accordingly, each *Member* agrees to repay to the *Lead Agency* on demand such sums as are due under this Section.

## **RESPONSIBILITIES OF SERVICE DELIVERY MEMBERS**

11.1 Each *Service Delivery Member* agrees to strive to fulfil on time and in good order the tasks and *Objectives* identified in their individual agreements assigned to it by the *Consortium Board* and all other obligations under this Agreement.

11.2 Each *Service Delivery Member* undertakes to supply promptly to the *Lead Agency* all such information or documents as the *Lead Agency* and the *Consortium Board* need to fulfil the obligations to deliver the *Project* within the terms of this Agreement.

11.3 Each Service Delivery Member will:

11.3.1 notify the *Consortium Board* as it becomes aware of any significant delay in delivery against service delivery targets in accordance with a communications strategy to be confirmed by the *Consortium Board*;

11.3.2 inform *Members* and the *Consortium Board* of any significant communications it receives from third parties in relation to the *Project*.

11.4 Each *Service Delivery Member* shall to the best of its abilities ensure the accuracy of any information or materials it supplies under this agreement and to promptly correct any errors if identified.

11.5 Each *Service Delivery Member* agrees not to issue any press releases or other such publicity materials relating to the overall work of the *Consortium* without obtaining approval from the *Lead Agency* on behalf of the *Consortium Board*.

11.6 Each *Service Delivery member* shall not engage in negotiation or service definition with the *Service Purchaser* or other potential purchasers of services from the *Consortium* without the agreement of the *Consortium Board*.

## 12 QUALITY STANDARDS

12.1 The quality standards agreed with the *Service Purchaser* will be adhered to by the *Members*.

**[NOTE: You may wish to include a mechanism to ensure that all members of the consortium are aware of the quality standards – including any change that may be agreed with the local authority or other service purchaser.]**

## 13 DECLARATION OF INTERESTS

13.1 Each Member shall inform the Lead Agency of any potential conflicts of interest including, without limitation, where representatives of Service Purchaser are involved in any way with the direct delivery or services or governance of the Member organisation.

## 14 ENTIRE AGREEMENT

14.1 The agreement constitutes the whole agreement between the Members and supersedes all previous agreements between the Members relating to its subject matter.

14.2 Each Member acknowledges that, in entering into the agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty, other than for breach of contract.

14.3 Nothing in this clause shall limit or exclude any liability for fraud.

## 15 LIMITATIONS OF LIABILITY

15.1 No Member limits its liability:

15.1.1 for death or personal injury arising from its negligence or that of its employees, agents or sub-contractors;

15.1.2 for fraud, fraudulent misrepresentation, dishonesty, gross negligence, wilful default or any deliberate act or omission by the Member, its employees, agents or sub-contractors;

15.2 Subject always to Section 15.1 but otherwise notwithstanding any other provision of this

Agreement, no Member shall be liable to the other Members or to any third party, whether in contract (including under any indemnity), in tort (including negligence), under a warranty, under statute or otherwise, for indirect or consequential loss or damage.

15.3 Save as provided in Section 15.1 above, the maximum aggregate liability of each Member under this Agreement, whether arising from tort, negligence, breach of contract or otherwise shall be [£5,000,000].

15.4 Unless expressly provided otherwise all representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into in this Agreement by the *Members* are made, given or entered into by each Member severally in relation only to itself and the liability of each such *Member* in respect of any breach of any such representation, warranty, undertaking, covenant, agreement or obligation shall extend only to any loss or damage arising from its own breach.

## 16 INSURANCE

16.1 Each *Member* shall take out and maintain adequate insurance with a reputable insurer to cover the liabilities of the *Member* arising under or in connection with this *Agreement* including, without limitation, all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property which may result from the fault or negligence of the *Member* in carrying out or purporting to carry out its obligations under or in connection with this Agreement. The *Member* shall make full details of the insurance and proof of payment of the premium available to the *Consortium Board* on request.

## 17 INTELLECTUAL PROPERTY RIGHTS

17.1 All Background Intellectual Property is and shall remain the exclusive property of the Member owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

17.2 Subject Section 17.3, *Foreground Intellectual Property* shall vest in and be owned absolutely by the *Member* creating or developing the material in respect of which it arises.

17.3 To the extent that any *Foreground Intellectual Property* arises or is obtained in respect of materials developed by any two or more *Members* jointly, unless otherwise agreed by those *Members* in writing it shall be jointly owned in equal and undivided shares by those *Members*.

17.4 Each *Member* grants to the other *Members* an irrevocable, royalty-free, non-transferable, non-exclusive, right and licence to use their *Background Intellectual Property* and *Foreground Intellectual Property* in the performance of the *Project*.

17.5 Each *Member* shall obtain the necessary assignments of *Intellectual Property Rights* from all staff, agents, or sub-contractors involved in the development and production of the deliverables on its behalf.

17.6 Each Member shall immediately give written notice to the Consortium of any actual, threatened or suspected infringement of any Background Intellectual Property or Foreground Intellectual Property or any unauthorised use of any Member's Intellectual Property Rights.

17.7 Each Member warrants to the other Members that, use of materials in which that Member owns or is licensed the Background Intellectual Property does not, so far as it is aware, infringe the rights of any third party and that it owns such Background Intellectual Property or is has the relevant licences to permit its use in accordance with this Agreement. It will use all reasonable endeavours (including, without limitation, by conducting searches of all relevant public registers) to ensure that use by the Members, of its Foreground Intellectual Property will not infringe the rights of any third party.



17.8 Subject to Section 15.3, each *Member* ("*Indemnifying Party*") shall, at its own expense, defend (or, at its option, settle) any action brought against the other Member(s) ("*Indemnified Party*") which consists of a claim that the use of the *Indemnifying Party's Background Intellectual Property* and/or *Foreground Intellectual Property* for any activity contemplated under this *Agreement* infringes any *Intellectual Property Rights* belonging to a third party. The *Indemnifying Party* agrees to be responsible for, and to indemnify the *Indemnified Party* against, all losses, costs (including reasonable legal costs), damages, liabilities, claims and expenses suffered or incurred by the *Indemnified Party* in connection with any such claim. The *Indemnified Party* shall:

17.8.1 allow the *Indemnifying Party* (at its request) to use its chosen advisors and to have the exclusive conduct of the proceedings, to include for the recovery of costs of the *Indemnified Party* provided always that the *Indemnifying Party* shall not cause any unreasonable delay with regard to, and shall keep the *Indemnified Party* notified of, the conduct of the same

17.8.2 make no admission of liability or any other statement in respect of or settle the matter without first obtaining the *Indemnifying Party's* prior written consent (not to be unreasonably withheld or delayed)

17.8.3 at the cost of the *Indemnifying Party*, promptly provide any assistance as the *Indemnifying Party* may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against a third party the *Indemnified Party's* rights in relation to the matter.

## 18 CONFIDENTIALITY

18.1 The Members each undertake to keep confidential and not to disclose to any third party, or to use themselves other than for the purposes of the Project or as permitted under or in accordance with this *Agreement*, any confidential information in any form directly or indirectly belonging or relating to any other Member, their business or affairs, disclosed by any Member and received by the other Member pursuant to or in the course of this *Agreement* or the Project ("**Confidential Information**").

18.2 Each *Member* undertakes only to only disclose the *Confidential Information* of the other to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this *Agreement*. Each *Member* shall ensure that all such personnel are aware of and comply with the obligations of confidentiality set out in this Section 18.

18.3 The obligations contained in this Section 18 shall not apply to any *Confidential Information* which:

18.3.1 is publicly known at the time of disclosure to the receiving *Member*; or

18.3.2 becomes publicly known otherwise than through a breach of this *Agreement* by the receiving *Member*, its officers, employees, agents or contractors; or

18.3.3 can be proved by the receiving *Member* to have reached it otherwise than by being communicated by the other *Member* including:

- being known to it prior to disclosure; or
- having been developed by or for it wholly independently of the other *Member*; or
- having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having

made due enquiry; or

18.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving *Member*, provided that, where practicable, the disclosing *Member* is given reasonable advance notice of the intended disclosure.

18.4 The obligations contained in this Section 18 shall survive the expiry or termination of this *Agreement* for any reason and a *Member* shall continue to be bound by the obligations under this Section 10 following any withdrawal or termination of its membership.

18.5 Because the security, safety and well-being of the beneficiaries of the advocacy services takes precedence over issues of confidentiality, where a party has received information that a carer/cared for person has been abused, or is at risk of abuse, that party shall report this immediately to the other *Members*, the Service Purchaser and/or the police and co-operate fully with any subsequent procedures, subject always to any overriding legal obligations to restrict such disclosure (including, without limitation, patient confidentiality).

18.6 Subject to Section 15.3, each *Member* shall indemnify on demand, defend and hold harmless the other *Members* against all loss, liability, damages, costs (including legal costs), fees, claims and expenses which the other party may incur or suffer by reason of any breach of this Section 18.

## 19 DATA PROTECTION

19.1 Each *Member* warrants, represents and undertakes to the other *Members* that it shall comply with its respective obligations under the Data Protection Act 1988.

19.2 To the extent that the activities under this *Agreement* involve the processing of any personal data in respect of which another *Member* is the data controller, the *Member* processing such personal data shall:

19.2.1 be acting as a data processor only;

19.2.2 process such personal data only in accordance with the data controller's written instructions and only as required to perform its obligations under this *Agreement*;

19.2.3 take technical and organisational measures which are consistent with best industry practice against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;

19.2.4 at all times take reasonable steps to ensure the reliability of those of its employees who have access to the personal data and shall use its best endeavours to ensure their compliance with the obligations set out in this clause.

19.3 In this Section 19, "**personal data**", "**data controller**" and "**data processor**" has the meaning given in the Data Protection Act 1988.

19.4 Subject to Section 15.3, each *Member* shall indemnify on demand, defend and hold harmless the other *Members* against all loss, liability, damages, costs (including legal costs), fees, claims and expenses which the other party may incur or suffer by reason of any breach of this Section 19.

## 20 ENFORCEMENT OF PROVISIONS

20.1 The formation, existence, construction, performance, validity and all aspects of this *Agreement* shall be governed by the laws of England. The Courts of England shall have exclusive jurisdiction to settle any dispute or claim that may arise from this *Agreement*.

20.2 If the any part or provision of this Agreement is void or unenforceable, the other provisions of this Agreement will continue in force in and the validity and enforceability of the remaining provisions within the Agreement will not be affected.

## **21 FORCE MAJEURE**

21.1 If the performance by any party of any of its obligations under this *Agreement* is delayed or prevented by circumstances beyond its reasonable control, that *Member* will not be in breach of this Agreement because of that delay in performance.

21.2 However, if the delay in performance is more than 3 months, the other *Members* may, if they unanimously agree to do so, review the awarding of areas of work and related resources on a short term basis to ensure continued delivery of services.

## **22 AMENDMENT TO THIS AGREEMENT**

22.1 This *Agreement* may be amended at any time by a two thirds majority of the *Consortium's* membership. Any variation during the term of the *Project* shall be subject to the approval of the *Service Purchaser*.

22.2 No amendments shall be allowed which compromises the purpose of the agreement or the ability of the *Consortium* to deliver its agreed *Objectives*.

## **23 MEDIATION**

23.1 The *Members* shall attempt in good faith to resolve any dispute or claim arising out of or relating to this *Agreement* promptly through negotiations between the representatives of the *Members* who have authority to act on their behalf in this matter.

23.2 Where the issue cannot be resolved within ten *Working Days* by negotiation in accordance with Section 23.1 the *Consortium Board* may be requested to act as arbiter.

23.3 If the issue is still not resolved satisfactorily in accordance with Section 23.2 within ten *Working Days*, the *Members* will negotiate in good faith to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this Section 23. Unless otherwise agreed between the *Members*, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the *Members* commencing or continuing court proceedings.

23.4 This Section 23 shall not prevent a *Member* from applying for injunctive relief in the case of any breach or threatened breach of Background Intellectual Property or Foreground Intellectual Property or in respect of any breach of Section 18

## **24 TERMINATION AND WITHDRAWAL**

### **24.1 Termination of membership**

A *Members* membership of the *Consortium* may be terminated (and the Agreement terminated with respect to such *Member*) at any time by the written agreement of a two thirds majority of the *Consortium* membership.

### **24.2 Withdrawal:**

*Members* may withdraw from the *Consortium* by giving the *Lead Agency*, not less than [three] months prior written notice.

### **24.3 Consequence of termination of membership or withdrawal from the Consortium**

In the event of withdrawal of a *Member* from the *Consortium* pursuant to Sections 24.1 or 24.2:

- o the licences of *Background Intellectual Property* and/or *Foreground Intellectual Property* granted by the withdrawing *Member* under Section 17.4 shall survive, and the *Member* shall be denied further access to *Background Intellectual Property* brought to the *Project* by other *Members* and to *Foreground Intellectual Property* generated by the *Members* after such termination;
- o the withdrawing *Member* shall continue to be bound by Section 18 with respect to *Confidential Information*;
- o the withdrawing *Member* shall immediately destroy or, at the request of the relevant other *Members*, return all information and materials belonging to the other *Members* then in its possession, custody or control, including all *Confidential Information* of the other *Members*.

#### **24.4 Termination of Funding**

This *Agreement* shall terminate immediately with no liability between the *Members* should the *Funding Agreement* terminate for any reason whatsoever, unless the *Members*, by means of written agreement, decide to continue it.

#### **24.5 Termination by Mutual Agreement**

This *Agreement* may be terminated at any time by the written agreement a two thirds majority of the *Consortium* membership.

#### **24.6 Consequences of termination**

On termination or expiry of this *Agreement* in its entirety:

- o each *Member* shall immediately destroy or, at the request of the relevant other *Member*, return all information and materials belonging to that other *Member* then in its possession, custody or control, including all *Confidential Information* of the other *Member*;
- o the *Members* shall have no further obligations or rights under this *Agreement*, without prejudice to those which have accrued to each *Member* prior to termination or expiry, save that Sections 18.14, 15, 17.7, 17.8, 19 to 24 (inclusive) together with those other clauses the survival of which is necessary for the interpretation or enforcement of this *Agreement* or which by their nature can be reasonably interpreted as surviving the expiry or termination of this *Agreement*, shall continue to have effect after such expiry or termination.

Signatories

**The ULO Consortium Consortium Board**

**[Organisation One] :**

**Signed for and on behalf of [Organisation One]**

.....

Name [ ]..... Date .....

Role Chair of Trustees.....

***[Organisation Two]:***

**Signed for and on behalf of *[Organisation Two]***

.....

Name [ ].....Date .....

Role Chair of Trustees.....

***[Organisation Three]***

**Signed for and on behalf of *[Organisation Three]***

.....

Name [ ].....Date .....

Role Chair of Trustees.....

Appendix

**Schedules supporting this agreement are as follows:**

Schedule 1: The list of *Consortium Members*

Schedule 2: The composition of the *Consortium Board*

Schedule 3: The Service Agreement setting out the *Project* and agreed *Objectives*

Schedule 4: Internal *Consortium* Funding Agreement

Schedule 5: [Quality Standards]

[Schedule 6: Project Plan]

**Schedule 1**  
**Consortium Members**

- **[Organisation One] - Lead Agency**

A company limited by guarantee (number [ ]) and a charity registered in England and Wales (number [ ]) whose registered office is: [address].

- **[Organisation Two]**

A company limited by guarantee (number [ ]) and a charity registered in England and Wales (number [ ]) whose registered office is: [Organisation Two][address].

- **[Organisation Three]** an unincorporated association registered as a charity in England and Wales (number [ ]) whose principal office as at [address].

**Schedule 2**  
**Composition of Consortium Board**

[name] for [Organisation One]  
[name] for [Organisation Two]  
[name] for [Organisation Three]#

**[NOTE:** This draft assumes that the Board will be comprised of a representative from each of the Consortium team members. You may wish to vary that composition. The Board may, for example, include representatives of Communities of Interest

**Schedule 3**  
**Service Agreement**

**Schedule 4**  
**Internal Consortium Funding Agreement**

**Schedule 5**  
**Quality Standards**

**Schedule 6**  
**Project Plan**

**ROLES AND RESPONSIBILITIES**

The parties to this agreement will have shared operational responsibility on behalf of their organisations, for contract negotiations, overall management and development of the Services, recruitment and management of staff, financial controls and audit, deployment of resources, management of risk, monitoring and reporting of performance.

### **Obligations of each party**

**[Organisation One]** will be responsible for:

- managing the overall finances and operational delivery of the Service
- ensuring all new staff and volunteers involved with the Service are CRB checked
- employment of any of their existing staff providing the Service, ensuring all these staff and volunteers involved with the Service are CRB checked
- establishing audited self-monitoring arrangements and provide the required information for monitoring and evaluating the effectiveness of the Service
- promoting the Service to Health & Social Care Professionals, older people, carers and the voluntary and community sector (VCS)
- establishing service governance arrangements between the parties

**[Organisation Two]** will be responsible for:

- employment of any of their existing staff providing the Service, ensuring all staff and volunteers involved with the Service are CRB checked
- ensuring these staff and volunteers work under *[Organisation Two]*'s policies and procedures
- providing dedicated management time reasonably required for delivery of the Service
- providing **[Organisation One]** with the required information for monitoring and evaluating the effectiveness of the Service
- promoting the Service to Health & Social Care Professionals, older people, carers and the VCS
- ensuring financial and operational accountability to **[ORGANISATION ONE]**

**[Organisation Three]** will be responsible for:

- employment of any of their existing staff providing the Service, ensuring all staff and volunteers involved with the Service are CRB checked
- ensuring these staff and volunteers work under *[Organisation Three]*'s policies and procedures
- providing dedicated management time reasonably required for delivery of the Service
- providing **[Organisation One]** with the required information for monitoring and evaluating the effectiveness of the Service
- promoting the Service to Health & Social Care Professionals, older people, carers and the VCS
- ensuring financial and operational accountability to **[ORGANISATION ONE]**
- All stationery and other publications in relation to the Service will contain the logos of all three parties to reflect the joint nature of this venture. External communications prepared for the media will be approved by all the parties.
- Any written material produced during the delivery of the Services and resulting from the collaboration may be used by each party. The parties jointly own any intellectual property rights arising from provision of the Service before passing any information to a third party which could risk the integrity of intellectual property rights, permission must be sought from other parties.

## **2. QUALITY STANDARDS**

The quality standards set out in the Service Agreement and agreed with the Service Purchaser will be adhered to by the parties.

### **3. DECLARATIONS OF INTEREST**

All partners agree to act in good faith when collaborating to deliver the Service. In particular each party will declare conflicts of interest and potential conflicts of interest as soon as they become aware of the issue.

### **4. CONSORTIUM TEAM**

The designated point of contact for each party, hereby called the "Consortium Team" will be:

[name] for [Organisation One]

[name] for [Organisation Two]

[name] [Organisation Three]

Each party will provide the management time reasonably required for the delivery of the Services. The Consortium Team will meet as necessary. Each party will provide appropriate amounts of management input as agreed by the Consortium Team. Records will be kept of the management input given by each party throughout the duration of the Service Agreement. Failure to participate may result in the renegotiation of the management fee.

### **5. STAFFING**

All decisions regarding staff employment, location and supervision will be made by the Consortium Team.

[Organisation One] will employ:

- the Project Manager who has responsibility for overseeing the service delivery across ; and
- the administration and finance support staff.

Ultimate line management of all staff will be the responsibility of the Consortium Team under the staffing structure proposed. All employment will be in line with agreed employment policies. The trustees of the parties will receive quarterly reports from the Consortium Team. Any areas of risk of non-compliance will be reported to the Chairs of the trustee bodies immediately.

### **6. FINANCIAL ARRANGEMENTS**

[Organisation One] as the lead partner under the Service Agreement, will receive all payments from the Service Purchaser for delivery of the Services in accordance with the conditions set out in the Service Agreement. [Organisation One] will ensure that these funds and all associated costs are shown as a separate budget cost centre.

An outline budget has been agreed between parties which formed the basis of the tender price. This budget provides details of the expected direct, indirect and management costs required in delivery of the Contract. The Chief Executive Officers of [Organisation One], [Organisation Two] and [Organisation Three] will review expenditure against budget quarterly and agree any significant variations required throughout the Term.

Capital equipment purchased by a party will be the property of that purchasing party.

### **7. ACCOUNTABILITY**

[Organisation One] is the designated lead partner for the Service, making it financially and operationally accountable on behalf of the parties under the Service Agreement to the Service Purchaser for the receipt of funding and the funded work. [Organisation One] has overall accountability on behalf of the Consortium for the delivery of the Service in accordance with the contract specification and service delivery standards. [Organisation Two] and [Organisation Three] will share financial and



operational accountability through this agreement.

*[Organisation Two]*, and *[Organisation Three]* will account for this collaborative project in line with Charities SORP.

*[Organisation One]* will report to the Service Purchaser in accordance with the terms of the Service Agreement, circulating reports among the other Parties for approval before they are submitted. Such approval shall not be unreasonably withheld or delayed by any party.

*[Organisation Two]* and *[Organisation Three]* will maintain open lines of communication with *[Organisation One]* and report any issues or areas of concern to *[Organisation One]* for their consideration before consulting with external bodies.

## Default Events

### Criteria

- failure to meet the responsibilities as outlined in 1.1 above
- failure to adhere to agreed quality assurance processes
- failure to meet the activity targets and/or performance indicators in area of operation
- failure to maintain accurate records as required by the Service Purchaser
- failure to provide to *[Organisation One]* the monitoring and evaluation evidence as detailed in 4.0 below
- failure to communicate risk issues to *[Organisation One]*
- failure to comply with Health & Safety at Work Equal Opportunities, CRB, Complaints requirements and any other relevant current and future legislation requirements required in the provision of the Service.

If a party considers that one of the other parties is in default of their obligations under this agreement, the Consortium Team will be informed immediately. The Consortium Team will consider the matter and (if deemed appropriate) issue a Default Notice setting out the nature of the default and specifying a reasonable time scale within which the default shall be put right.

If the Default has not been put right within the specified time scale then the Consortium Team will be entitled to exclude that Party from the consortium and terminate this agreement with them.

If the Default is a Serious Default, as identified on the Default Notice, then the Consortium Team will be entitled to terminate this Agreement with the Party, with immediate effect and/or take whatever reasonable action necessary to protect the health, safety or welfare of any or all of the Service Users *[Organisation One]* will notify the Service Purchaser of any actions taken under 3.5.4 above.

## 8. MONITORING AND AUDIT

Each party will take responsibility for ensuring the required monitoring of the project delivery and sufficient records are kept to provide the evidence required by the Service Purchaser, including, but not limited to:

- Records for monitoring and evaluation purposes as agreed by the Service Purchaser.
- Providing information as agreed at the time stipulated.
- Responding to additional requests for information as agreed from either *[Organisation One]* or the Service Purchaser.
- Participating in evaluating the work as agreed.

## 9. MANAGEMENT OF SERVICE

Main lines of Communication

The Project Manager will report to the Consortium Team monthly.

## Freedom of Information

The parties agree that they will comply promptly and fully with all reasonable requests made by the Service Purchaser to enable the Service Purchaser to comply with the Freedom of Information Act 2000.

## **Meetings**

The Consortium Team will meet regularly (at least monthly initially but more often if required). All parties will attend these meetings as a priority. To ensure each party is represented at all meetings, substitutes will be allowed. The Project Manager will attend these meetings with the Consortium Team and other staff will be asked to attend as appropriate.

## **Guidance for setting up a ULO Consortium as a separate legal entity**

This section provides guidance and notes, provided by Shivaji Shiva of Michelmores Solicitors, for setting up a consortium as a separate legal entity and the different models which are available including a look at charitable status, companies limited by guarantee, social enterprises, and community interest companies.

## **Establishing a ULO Consortium as a Separate Legal Entity**

If your ULO consortium is likely to hold significant assets such as a building or has secured a significant amount of funding, it may be appropriate to set up a new organisation to carry out the work of the Consortium.

Before you decide to take that step, you will need to give careful thought to whether the new organisation will be financially viable and will continue to exist for long enough to justify the time, effort and cost involved in setting it up. If you decide to proceed, you will need to consider how best to structure the new organisation. That will involve considering a range of issues including the following:

- Is charitable status desired?
- How should the governing body be constituted?
- Should the organisation have an extended membership and, if so, what should the role of members be?
- How should the purposes of the organisation be defined?

### **Limited Liability**

Most new not-for-profit organisations are now established as companies and it is likely to be appropriate to set the new organisation up as a company, or another legal form with limited liability (a process which is sometimes called 'incorporation').

Incorporation has two main advantages:

- 1) Incorporation provides the people who run the organisation with the protection of limited liability. The organisation itself is responsible for the liabilities incurred in the normal running of the organisation. If the organisation does not have the funds to meet that liability, then the organisation may have to be put into insolvent liquidation but the personal assets of the people who run it (the directors) will not usually be at risk.

It is important to note here that the protection provided by limited liability is not absolute. There are circumstances in which a director may be personally liable even though the organisation concerned has been

incorporated. Those circumstances include the following:-

- **Wrongful or fraudulent trading:** if a company becomes insolvent and is placed in liquidation the liquidator will consider whether the directors have fulfilled their legal responsibility to the suppliers and other creditors of the organisation.
  - **Failure to comply with statutory obligations:** for example, payment of PAYE and national insurance contributions.
  - **Breach of trust** by directors which results in a loss.
- 2) The second main advantage of incorporation is that it provides a degree of additional administrative convenience. Organisations established as a trust or unincorporated associations do not have a separate legal existence. As such, legal documents such as contracts must be entered into in the names of the organisation's management committee or holding trustees, rather than in the name of the charity.

## Charitable Status

To qualify as charitable the organisation would need to be established with exclusively charitable objects. A ULO may be established with a number of different charitable objects depending on the activities it will carry out. A common approach – and the approach taken in the example terms of reference – is to choose objects for:

"the relief of ill-health or disability for the public benefit by [*insert details of your chosen activities*]"

In order to register the organisation with the Charity Commission it will be necessary to demonstrate that the organisation will deliver public benefit. For further details of how to apply to register a charity see [www.charitycommission.gsi.gov.uk](http://www.charitycommission.gsi.gov.uk)

## Tax Relief for Charities

The key advantage of charitable status is the associated tax relief, which include the following:

- Exemption from corporation tax on all profits derived from trade in fulfilling its charitable purpose.

- Exemption from corporation tax on profits not derived from fulfilling its charitable purpose on up to 25% of its turnover or £50,000 (whichever is lower).
- Exemption from corporation tax on interest received.
- Exemption from corporation tax on capital gains.
- Charities obtain mandatory 80% rate relief on premises that they occupy and are eligible to apply for discretionary relief for the remaining 20%.

In addition, members of the public may be happier to help a registered charity by volunteering or making a donation.

## **Possible legal forms**

### **1) Company Limited by Guarantee**

This is the most type of organisation for a ULO established as a separate organisation. It is a limited liability company registered at Companies House. Instead of shareholders there are 'members' – who each guarantee to contribute a nominal amount, usually £1 in the event that the company is wound up. There are also directors, as with commercial companies, and these can be the same people as the members.

#### **Pros**

- The structure and its day to day operation is quite well understood.
- Can be either charitable or non-charitable (e.g. as a social enterprise). If charitable, all the usual charity tax reliefs are available.
- Flexibility as to the number of members and whether a subscription is charged for membership.
- Possible to set up trading subsidiaries.

#### **Cons**

- It cannot issue shares.

### **2) Charitable Company Limited by Guarantee**

As with the company limited by guarantee above but registered as a charity at the Charity Commission. The pros and cons of charitable status are listed above. It is worth noting that:

- There is a general presumption that the charity trustees will serve in a voluntary capacity and not derive any personal benefit from their

roles. It is, however, possible to pay trustees in limited circumstances, including the payment of one or two trustees where there is a need to provide strategic direction. It may, for example, be possible to obtain authority to pay trustees where Users who might wish to serve as trustees are put off taking on the role because the time involved would prevent them from taking up paid employment elsewhere.

- The degree of regulation applicable to a charity is greater than that applicable to a not for profit company and indeed greater than that of community interest companies which are expressly subject to 'light touch' regulation.

### **3) Community Interest Company (CIC)**

The main alternative to a company limited by guarantee is likely to be setting up a community interest company. This is a new form of company available since 1 July 2005. Registered at Companies House and with the Regulator of Community Interest Companies. CICs must have objects and activities which promote community interest – as assessed by the Regulator.

Community can mean a section of the community (whether in Great Britain or elsewhere). Can be limited by shares or by guarantee. Must have an "asset lock" i.e. the memorandum and articles must require any transfer of assets to be for full market value – unless to another CIC or a charity.

An example scenario where a community interest company (limited by shares) may be an appropriate vehicle would be one where several user-led charities wish to collaborate with other agencies in developing a service for which they believe there is a significant market. They wish to seek external investors who would own shares in the new entity - and the staff involved wish to be represented on the board of the new organisation to shape its strategic development. A community interest company (limited by shares) may be an appropriate vehicle.

#### **Pros**

- Flexible – can be a company limited by guarantee or by shares.
- Flexibility to pay directors – so the users who run the organisation may also work for the ULO as employees.

- If limited by shares it can pay dividends up to a "dividend cap" and can also have a non-profit shares with no entitlement to dividend. Loan capital possible but with an interest cap.
- Not restricted to objects/purposes which qualify as charitable.
- 'Light touch' regulation, as compared to charities.
- Possible to set up trading subsidiaries.
- Possible to involve third party investors.

### **Cons**

- Does not receive tax advantages extended to charities and not automatically entitled to business rate relief but may qualify for discretionary relief.
- The scope of community interest test remains unclear.

## **4) Social Enterprises**

Many organisations believe that their ability to secure funding will be improved if they are established as a 'social enterprise'. The community interest company (as described above) will be particularly suitable in such cases.

### **The Process**

Model constitutions (articles of association) for both companies limited by guarantee and community interest companies are freely available. See, for example:

The Charity Commission – GD1

[www.charity-commission.gov.uk/Library/guidance/gd1text.pdf](http://www.charity-commission.gov.uk/Library/guidance/gd1text.pdf)

The Charity Law Association

<http://www.charitylawassociation.org.uk/en/default.aspx>

The CIC Regulator

<http://www.cicregulator.gov.uk/>



The key decisions will be:

### **Objects**

What are the purposes of the ULO. The examples above may be useful as a starting point.

### **Directors**

Who will run the organisation and how will the board of directors (who will also be charity trustees in a charitable company) be constituted? You will need to ensure that at least 75% of the board is made up of users.

### **Members**

Who will the members of the ULO Consortium be? This will usually be a selection of local ULO organisations.

Advice and support with the process of establishing a new company is available from a number of sources including from your local CVS. See: [www.navca.org.uk](http://www.navca.org.uk)

You may need to include articles such as the following:

"At least 80% of the members of the [Board of Directors][Executive Committee]\* shall be service users."

"Service users are [people who have taken advantage of the services provided by the organisation during the past year or are eligible to do so."

\* delete as applicable.

It is also important to consider whether you need a membership which extends beyond the organisations represented on the governing body. It may be useful to involve other organisations or individuals who can offer different perspectives on the needs of service users or other aspects of the work of the Consortium.

## Summary

**The aim of this toolkit has been to provide you with a useful starting point for setting up or joining a ULO Consortium, highlighting the key steps and important areas to consider as well as providing you with signposting to further areas of support and guidance.**

**Above all, it is essential to hold paramount the following values and standards if you wish to be an effective and truly user led ULO Consortium:**

**'Nothing about us without us' – all decision making processes must be user and or carer led**

**The social model of disability, promoting independent living, principles of diversity and equal opportunities**

**Open communication, honesty and integrity**

**Partnership must further the interests of your members and the objectives of your organisation**

**Shared values, clear identity and vision**

**Clear purpose, aims and objectives**

**Clear roles and responsibilities for all partners**

**Fostering cooperation not competition**

**Maximising effectiveness and impact**

**Meeting all support and access needs**

**Robust research providing evidence base and needs analysis**

**Work strategically to maximise influence and ensure that service users and carers can make real improvements**

## **Appendix 1**

### **Checklist for Consortium Working**

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**This checklist is intended to provide you with suggestions of key areas for consideration when setting up a Consortium**

**1) Leadership**

	Yes	No	Notes	Agreed Action/s
<b>Who will be leading the process of setting up and maintaining the consortium? Do they have the appropriate skills and abilities? Do they need training and support?</b>				

**2) Why form or join a Consortium?**

	Yes	No	Notes	Agreed Action/s
<b>Will all the activities of the consortium fall within your charitable objects?</b>				

	Yes	No	Notes	Agreed Action/s
<b>Will a consortium further the objectives of your organisation?</b>				
<b>Have you considered the benefits of forming a consortium?</b>				
<b>What are the disadvantages? How will the consortium impact on your organisation? Consider staffing, time, resources, funding.</b>				
<b>Is a consortium in the best interests of the community your organisation represents?</b>				

	Yes	No	Notes	Agreed Action/s
<b>What is the purpose of the consortium? Have all partners agreed to this?</b>				

### 3) Choosing and checking out your potential partners

	Yes	No	Notes	Agreed Action/s
<b>Do potential partner organisations have compatible charitable objects, culture &amp; working styles, policies &amp; procedures governance structure?</b>				
<b>Do all partners work to the fundamental values of a ULO – in particular the social model of disability?</b>				

	Yes	No	Notes	Agreed Action/s
<b>Have you checked the financial status and business probity of any potential partner? Do all partners have the capacity to deliver objectives?</b>				
<b>Would you be happy for your organisation to be associated with all of the potential partners?</b>				
<b>If you are working with non user led providers, have you ensured that their role is fully understood and have all potential conflicts of interest been made transparent?</b>				

	Yes	No	Notes	Agreed Action/s
<b>Do partners have a good working relationship already established? If not, what are you doing to build trust and mutual understanding?</b>				
<b>Does the work of each organisation complement the partnership as a whole? Consider the strengths and weaknesses of each partner and what they bring to the partnership.</b>				
<b>Are there areas of conflict / competition? Have these been discussed and made transparent? How can these be addressed?</b>				



#### 4) Ensuring all parties are on board and establishing a joint vision/mission statement

	Yes	No	Notes	Agreed Action/s
<b>Are all Board members/ Trustees and Management Teams fully supportive of the consortium? (If there are any issues, consider using an external facilitator to mediate.)</b>				
<b>Do the members of your organisation understand the benefits and support joining a consortium?</b>				
<b>Have you developed a joint vision and mission statement? Consider using independent venue/facilitator.</b>				

	Yes	No	Notes	Agreed Action/s
<b>Have you identified the areas of work or services the consortium will deliver as part of its vision?</b>				
<b>Have you established a set of guiding principals for the partnership i.e. the values the consortium will adhere to?</b>				

### 5) Consortium model / partnership Arrangement - choosing how you will work together

	Yes	No	Notes	Agreed Action/s
<b>Have you explored and agreed upon a consortium model option to adapt for your purposes, to suit your local circumstances?</b>				

	Yes	No	Notes	Agreed Action/s
<b>Have you sought legal advice? Have you produced a partnership agreement and/or memorandum of understanding?</b>				
<b>If establishing a new company explore have you explored the kind of legal identity you wish to have in place i.e. Charity, CIC , Company Limited by Guarantee</b>				
<b>Consider mode of operating –e.g. hub and scope structure, ‘virtual’ consortium</b>				

	Yes	No	Notes	Agreed Action/s
<b>Is the Consortium going to have a lead organisation? If so how will this be agreed? What will be the role of the lead organisation? Will they be accountable for all the financial issues for the consortium? Ensure legal requirements are in place.</b>				
<b>What are the roles and responsibilities of each partner? Do you have service level agreements in place with partners?</b>				
<b>Does your agreement include an established procedure to address a breakdown of communication within the consortium or failure of one or more parties to deliver?</b>				

## 6) Governance & Membership

	Yes	No	Notes	Agreed Action/s
<b>How will you ensure the consortium meets ULO criteria?</b>				
<b>Have you agreed upon criteria for membership of the consortium – i.e. do all partners have to fully meet the ULO criteria? Do you have a network or associate members?</b>				
<b>Have you ensured that the role of the membership is fully understood (see section 2)?</b>				

	Yes	No	Notes	Agreed Action/s
<b>Have you agreed a clear management structure and decision making process? How will you ensure the partnership remains truly user led?</b>				

## 7) Strategy and Planning

	Yes	No	Notes	Agreed Action/s
<b>Have you allocated sufficient time and resources for consortium development?</b>				
<b>Have you produced a project plan with agreed objectives and milestones for the consortium?</b>				

	Yes	No	Notes	Agreed Action/s
<b>How do you monitor the progress and effectiveness of the work of the consortium?</b>				
<b>Are you aware of key personnel external to your organisation?</b>				
<b>What is your relationship with your Local Authority and other commissioners?</b>				

	Yes	No	Notes	Agreed Action/s
<p><b>Does the consortium have a funding strategy in place? What is needed, where will it come from, who will seek it?</b></p>				
<p><b>What sources of support are there available to you? Consider NCIL, local networks, other ULOs who may offer a mentoring service.</b></p>				
<p><b>Will the consortium require dedicated staff? How many? What will they do?</b></p>				



	Yes	No	Notes	Agreed Action/s
<b>Premises – will the consortium require separate premises? What is needed, what is available, how can they be secured?</b>				

## 8) Managing the Consortium

	Yes	No	Notes	Agreed Action
<b>Have you considered intellectual property issues?</b>				
<b>Do you have a code of conduct in place?</b>				

	Yes	No	Notes	Agreed Action
<b>Are all policies, documentation and meetings fully accessible to service users?</b>				
<b>How are you ensuring that all partners are equally valued and that the partnership is in no way tokenistic? E.g. are all partners clear how they can add value and contribute to the consortium?</b>				
<b>How do you ensure that steps are taken to ensure that all partners' voices are heard and the partnership adheres to its stated mission?</b>				

	Yes	No	Notes	Agreed Action
<b>How do you ensure that the activities of the consortium remain true to the vision and mission statement and the priorities of service users and members and not being sidetracked by the agendas of the government and the local authorities?</b>				

## 9) Marketing the Consortium

	Yes	No	Notes	Agreed Action
<b>Does the consortium have a corporate image?</b>				
<b>Have you considered identifying and making use of a suitable marketing consultant/organisation to promote the work of the consortium?</b>				

	Yes	No	Notes	Agreed Action
<b>Have you prepared leaflets, website, and general information about the consortium?</b>				
<b>Are you in the process of establishing links with other organisations?</b>				

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## **Appendix 2**

### **Planning, Analysis and Monitoring Tools**

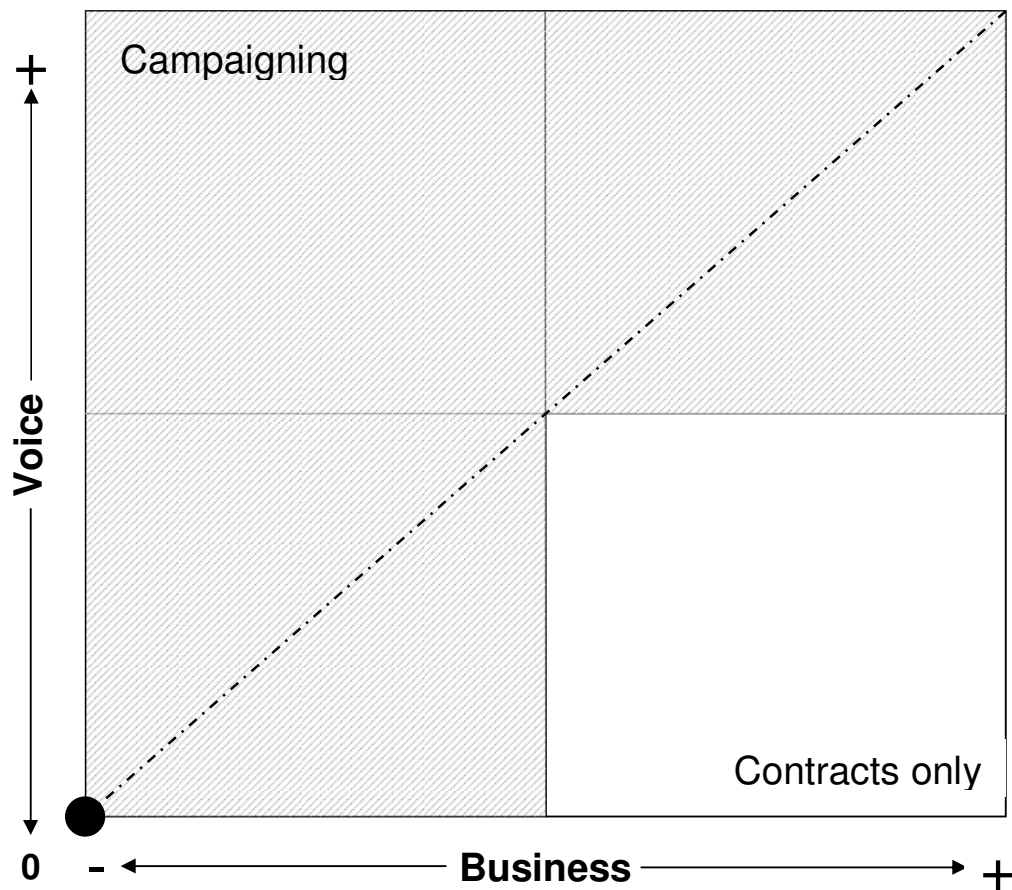
- 1) Voice and Business Model (ECDP)**
- 2) SWOT analysis**
- 3) SMART objectives**
- 4) Partner delivery plan (Jane & Climo)**
- 5) Dragon's Den exercise**
- 6) Traffic light reporting**
- 7) The ARCI model**
- 8) Disability Lib Capacity Assessment tool**

## The Voice and Business Model

The Voice and Business Model is a tool developed by the Essex Coalition of Disabled People (ECDP) which allows organisations and groups to assess their strengths and potential for improvement in the areas of business and voice/influence. Explanatory notes produced by ECDP are included below.

Please plot where you think your organisation sits on the axis below.

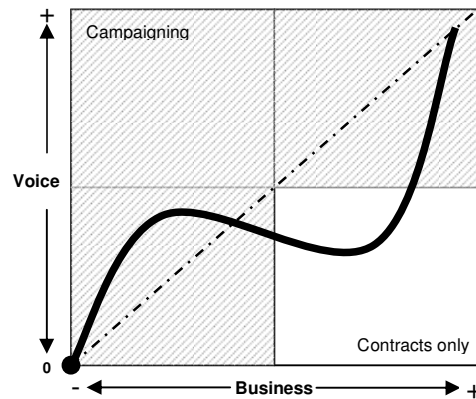
**Name of organisation or group:**



## The voice-business model explained

1) There are two distinct features of ULOs within the public policy 'economy': they operate on both the demand side (i.e. providing the individual and collective 'voice' of and for the direct experiences of disabled people, carers and people who use support services) and the supply side (i.e. providing services).

2) The long history of ULOs (as Disabled People's Organisations) they are used to operating on the side, their work drawing on campaigning-type activities for which are often set up. However, the need sustainability and financial robustness, as well as policy drivers Putting People First in the field of



means demand they for such as social

care, places them in a unique position of being able to consider undertaking more 'business-like' activities (e.g. providing support services under contract) alongside this voice-based activity. The diagram presents the typical journey a ULO may take in seeking to find the balance between these dual roles.

3) This ability to operate on both the voice and business side gives ULOs some areas in which they should uniquely add value, as follows:

- ULOs should provide the 'voice' of disabled people in their localities. Though this can focus on the commissioning, procurement and quality of services, it also includes input to equality schemes, access and involvement groups and other, less formal forums
- Where services are delivered by ULOs they are typically shaped (and delivered) by service users
- ULOs should work across more than one policy area – they are more easily able to 'join up the dots' on the ground, responding to the needs of an individual rather than a care-and-support or housing recipient
- ULOs should be more nimble than statutory agencies – they are informed by the 'what works' dynamic and can adjust quicker in response to changing circumstances
- To find solutions to individual / collective issues, ULOs should be able to pool creativity, knowledge and experience. This equates to using the 'lived experience' of disabled people for the benefit of their peers

- 4) This leads to the following outcomes that ULOs should be able to uniquely offer:
- ULOs have legitimacy, both with users and service commissioners
  - ULOs offer pathways for service users to realise their social capital, be it formally or informally
  - ULOs imbue a values base which encompasses the social model of disability and the principles of independent living.

**This information is provided by the Essex Coalition of Disabled People.**



## 'SWOT' analysis

User-led organisations and ULO consortia will raise the bulk of their income from donations, grants and contracts and are in the business of selling a service or services and effectively competing in a market. Business planning must address the nature of that market, future trends and the organisation's position in the market. A PEST analysis looks at the Political, Economic, Social and Technological factors that have a bearing (or might do) on the organisation. This is best done in a facilitated open discussion group, where creative and analytical ideas can be generated.

The SWOT analysis is often linked to the PEST analysis. This is a brainstorming exercise in which points under the following four headings are listed and evaluated: Strengths and Weaknesses, the Opportunities to the organisation and the potential Threats that there may be.

A table is often used: –

<b>Strengths</b>	<b>Weaknesses</b>
-	-
-	-
-	-
-	-
<b>Opportunities</b>	<b>Threats</b>
-	-
-	-
-	-
-	-

The SWOT analysis helps to outline the directions the consortium can follow, what obstacles it needs to overcome and what opportunities it wants to exploit and make priorities which can then inform corporate objectives in the plan.

## Setting SMART objectives

**SMART** is an acronym that can be used by Consortium partners to help ensure that effective objectives or goals are set for the partnership.

### **Specific**

Specific objectives are easily understood, clear and well-defined.

### **Measurable**

Progress towards objectives often need to be monitored whilst work is under way. It is also very useful to know when that work has been done and the objectives are completed.

### **Achievable**

It is important to consider whether the objectives are within the capabilities of the partners, i.e. resources, skills, adequate support etc.

### **Relevant**

The objectives must contribute to the vision and mission statement of the Consortium.

### **Timely**

Descriptions of objectives should also include timescales of what is required by when.

For more information see:-

<http://www.thepracticeofleadership.net/2006/03/11/setting-smart-objectives/>

## Partner Delivery Plan

In the 'partnership toolkit' produced by Jane & Climo (no date), they outline a possible approach to planning for Consortia entitled the 'Partner Delivery Plan'.

The chart sets out the action proposed, the outcome of the action, who is responsible, time and money required to achieve it, date for completion, completed action and the evidence of completion:-

Action	Outcome	Person	Resources	By when	Completed Action	Evidence of Success

For more information, see Jane, Climo, (no date).



## Dragon's Den Exercise

Partners prepare 'pitches' in advance of the meeting. The pitches are presented as if presenting to commissioners to fund future work. The groups work through and challenge the proposals and ultimately decide on which is the best way forward.

## Traffic Light Reporting

The use of a traffic light reporting system can be useful for reporting on progress to Board members or funders as shown in the following example. The reports also highlight any key challenges that the projects or services are facing. The traffic light picture at the top of each report gives an overall assessment, by the project lead, as to the progress of the project.

### Project Update

- |       |   |   |
|-------|---|---|
| Red   |  | = <b>slippage with project milestones</b> |
| Amber |  | = <b>majority of project on schedule</b>  |
| Green |  | = <b>project on schedule</b>              |

<b>Name of project or key objective:</b>	
<b>Project lead:</b>	<b>Date:</b>
What we've achieved: - -	What is planned:- - -
Challenges that currently face the project: - -	What we need help on:- - -

## The ARCI Model

The ARCI Model provides a simple way to categorise responsibilities amongst consortium partners. It is a simple grid system that can be used to clarify responsibilities when considering the structure of a consortium.

- **Accountable** – the accountable or lead body has the ultimate responsibility in the Consortium. The 'buck stops there'.
- **Responsible** – these people/organisations have agreed to undertake and are responsible for particular areas of work. The accountable body may also be responsible for areas of work.
- **Consulted** – a consulted partner needs to be given the opportunity to contribute to discussions and decision making. These people/organisations are "in the loop" and active participants.
- **Informed** – these people/organisations need to be kept "in the picture." They need updates on progress or decision, but they do not need to be formally consulted, nor do they contribute directly to the task or decision.

For more information on the ARCI model see

[http://blogs.pinkelephant.com/images/uploads/pinklink/Authority\\_Matrix.ARCI\\_Model.pdf](http://blogs.pinkelephant.com/images/uploads/pinklink/Authority_Matrix.ARCI_Model.pdf), accessed 13.11.10 and also Jane, Climo (no date) 'The Partnership Toolkit'.

## **Disability LIB Capacity Building Assessment Tool**

Disability Lib has developed a capacity building assessment tool for Disabled Peoples' Organisations (DPOs). It gathers information about an organisation's structure and performance and helps to identify areas for development.

The tool is divided into three parts. Firstly, they gather basic information about your organisation. Secondly, they ask you to fill in a DPO capacity building support survey. Thirdly, they ask more detailed information about the organisation so as to identify capacity building areas of work. The information gathered is used to access support from Disability LIB and help them to build up a picture and understand issues of concern to DPOs.

For further information please refer to <http://www.disabilitylib.org.uk/toolkits>

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## Appendix 3

### Example Code of Conduct

**Please note that a Code of Conduct such as the one provided in this appendix will be helpful in defining boundaries to avoid disputes before they arise. However, for the document to be legally enforceable, it would need to be legally drafted.**

## **Code of Conduct**

### **The Consortium / Partnership has come together for the purpose of:-**

- sharing of knowledge and information;
- developing a stronger and more united voice;
- delivery of existing, new, improved services;
- more integrated services;
- co-production working; and
- working in partnership to achieve more than could be achieved separately

### **This code recognises:**

- the importance of promoting equal opportunities for everyone, no matter what their race, age, gender, disability, sexual orientation, religion or economic status;
- that partnership working brings an opportunity and a responsibility to contribute towards achieving shared objectives;
- that each partner in the consortium is fully independent, set up for a specific purpose and accountable to their stakeholders;
- the importance of equality and diversity and human rights to a prosperous and cohesive society and consider best practice around these issues
- that partnerships take time, energy and resources to develop and sustain

### **Partners are committed to ensuring that:-**

- the aim of the partnership has been agreed and understood by all partners;
- the partnership has clear, effective leadership;
- the role of each partner is identified and clear to others in the partnership;
- there is a shared ownership of the partnership and all partners feel that the activities / services / outcomes being delivered will benefit from the work of the partnership;
- recognising and respecting each partner's areas of work and expertise, and supporting and signposting to each other to ensure that the partnership is non competitive and mutually beneficial;
- partners will not compete for the same funding or pursue an area of work which clearly falls into another partner organisation's expertise;
- dedicated time and resources for the administration and operation of the partnership have been built in;



- there is recognition of different organisational cultures and constraints within the partnership;
- a supportive atmosphere exists within the partnership where suggestions, ideas and conflicts are openly addressed;
- partners are prepared to explore previously untried approaches and to work in innovative ways;
- producing joint funding bids when appropriate;
- developing high quality policies and practices, including quality assurance systems;
- the constructive resolution of conflict ; and
- building in proportionate review and evaluation mechanisms. This prevents any organisation from putting in competing bids or pursuing an area of work which clearly falls into another organisation's expertise.

Adapted from Fusion's Code of Conduct and the Compact for Devon, developed by the Devon Association of Councils for Voluntary Service (DACVS) and available on their website: [www.dacvs.org.uk](http://www.dacvs.org.uk)

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## **Appendix 4**

### **Example Quality Standards**

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## Quality Standards for the Consortium

The set of values listed below have been taken from the Department of Health "User-Led Organisation Project Policy" – September 2007 which has fallen out from "Improving the Life Chances of Disabled People" 2005 item 4.3 that refers to User Led Organisations.

- Will work from a social model of disability prospective
- Will promote independent living
- Will promote peoples' human and other legal rights
- Is shaped and driven by the initiative and demand of the organisations constituencies
- Is peer support based
- Will cover all local disabled, carers and other people who use support either directly or via establishing links with other local organisations or networks.
- Is non discriminatory and recognises and works with diversity in terms of race, religion and belief, gender, sexual orientation, disability and age.
- Recognises that carers have their own needs and requirements as carers.
- Engages the organisations constituencies in decision making process at every level of their organisation.

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## **Appendix 5**

### **'Developing your vision'**

#### **Example documents**

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### **Fusion Visioning Day**

When: Thursday 27<sup>th</sup> November

Where: Belmont Chapel  
Western Way  
Exeter EX1 2DB

Time: 12.00 until 17.00  
(including 45 minutes provided  
lunch)

Travel and parking expenses will be reimbursed on the day

If you are able to attend please can you confirm via the contact details below:-

Living Options Devon  
Isca House  
Haven Road  
Exeter EX2 8DS

Tel: 01392 456520

Fax: 01392 423427

Email: [info@livingoptions.org](mailto:info@livingoptions.org) SMS: 07958 517919

- Fusion aims to be **the** User Led Organisation for Devon.
- Fusion is a partnership of 3 organisations: **Living Options Devon**, who support people with physical and sensory disabilities and Deaf people using BSL, **Westbank**, who support carers and the **Service Users Regional Forum** (SURF), who support people with a learning disability.
- **'User led'** is commonly understood to mean that the people who are in receipt of a service or facility are centrally involved – or even in control – of the design and delivery of that service, so as to ensure that it is appropriate. A **user** can be a disabled, Deaf or older person, a single parent, a carer, or a combination of these 'labels'.
- A User Led Organisation is, therefore, one which **involves** people with disabilities, Deaf people and carers in all aspects of its day to day services and functions.
- As Fusion our aim for the future is to be able to offer the following services:-
  - Information and advice
  - Advocacy and peer support
  - Support in using Direct Payments and Individual Budgets
  - Support to recruit and employ Personal Assistants
  - Support with Self Assessments
  - Disability equality training
  - Support to the public sector on implementing the Disability Equality Duty

As Fusion we already offer some of the above services but we would like to be able to offer more of them.

We would like to hold a 'Visioning Day' in November to try and come up with some ideas as to what services we should try and offer, how and who should be involved.



## **Agenda – Visioning Day Belmont Chapel, Western Way, Exeter**

Attendees: Staff, service users, trustees of all partner organisations  
Independent Facilitator.

12pm – Arrival and refreshments

12.15 – What do we know about Fusion? Use of ‘ice sculpture’ exercise

12.30 – Purpose of the afternoon – What we are aiming to achieve today?

- What is Fusion?
- What is a ULO?
- Crystallise and share aspirations and ambitions
- What do we want to achieve for disabled people in Devon?
- What structures and processes need to be in place to do so?

1pm – Lunch

1.45 – What should our mission be?

2.00 – Developing our mission (group exercise)

2.45 – Feedback

3.00 – Tea break

3.15 – ‘Dragons’ Den’ – future services under scrutiny

- User-led service monitoring tool
- Travel Training
- Consultation/Advisory group

4.15 – Feedback and vote

5.00 – Close



## **Appendix 6**

### **Membership of a ULO Consortium**

#### **Example from the Gloucestershire ULO Hub**





## Membership of a ULO Consortium

### Example from the Gloucestershire ULO Hub

The Gloucestershire ULO Hub is a partnership between Gloucestershire Lifestyles, Gloucestershire Older Peoples Assembly & Gloucestershire Carers Forum. The document below outlines the membership criteria they have put in place for partner organisations and for associated organisations.



#### **GLOUCESTERSHIRE ULO HUB**

#### **Agreed Design Criteria for Partner Organisations**

##### **Values:**

- ✓ Works from a Social Model of Disability
- ✓ Promotes informed choice and control with advocacy and support
- ✓ Where Peer Support is valued and an integral part of any services provided
- ✓ Engages the organisation's constituents in strategic decision making amended by deletion
- ✓ Covers all local disabled people, carers and other people who use support either directly or via establishing links with other local organisations and networks
- ✓ Recognises that carers have their own needs and requirements as carers
- ✓ Promotes people's human and other rights, dignity and respect

- ✓ Is non-discriminatory and recognises and works with diversity in terms of race, religion and belief, gender, sexual orientation, disability and age

**Organisational Criteria:**

- ✓ Is a legally constituted organisation
- ✓ Has a minimum of 75 per cent of voting members on the management board drawn from the organisation's constituency
- ✓ Is able to demonstrate that the organisation's constituents are effectively supported to play a full and active role in key decision-making
- ✓ Has a clearly defined management structure
- ✓ Has robust and rigorous systems in place for running a sustainable organisation (e.g. financial management/contingency planning)
- ✓ Where there are paid employees, many of whom should reflect the organisation's constituents
- ✓ Identifies the diverse needs of the local population and contributes to meeting those needs.
- ✓ Is accountable to the organisation's constituents and representation of their views at a local level.
- ✓ Can demonstrate the participation of its constituents in designing, delivering and monitoring the organisation's services

- ✓ Works with commissioners to improve commissioning and procurement
- ✓ Where Accessibility goes above and beyond the legal minimum

**The Criteria that should apply to Organisations who wish to be associated with the ULO HUB**

Values:

1. Works from a Social Model of Disability
2. Promotes informed choice and control with advocacy and support
3. Covers all local disabled people, carers and other people who use support either directly or via establishing links with other local organisations and networks
4. Recognises that carers have their own needs and requirements as carers
5. Promotes people's human and other rights, dignity and respect
6. Is non-discriminatory and recognises and works with diversity in terms of race, religion and belief, gender, sexual orientation, disability and age
7. Shaped and driven by the initiative & demand of the organisation's constituency.

**Information provided by Gloucestershire Lifestyles.**



## **Appendix 7**

# **Working with Local Authorities**



## Tips for working with LA's

The key to working successfully with your LA is through relationship building at all levels recognising that your ULO will be there for many years as will the LA! This can best be achieved through:

- Be open and honest in your dealings with LAs
- Recognise that many commissioners may not have the information that you have about ULOs and their value so share any policy documents with them
- Arrange regular meetings to discuss issues/problems/proposals
- Understand what their targets are and align your business case to meet their needs whilst also meeting your ULO agenda. Use the right language and 'buzz words' to align with the current climate and agenda.
- Take a productive rather than an aggressive combative approach
- Identify politicians in your area with responsibilities for adult social care or equivalent - take opportunities to build a relationship with them and raise the profile of your organisation
- Where there are disagreements and debates to be had, try to have them in private and 'behind closed doors' so that a united front can be presented as far as possible
- Find points of agreement wherever possible, and work and develop those, telling the good news stories of success whenever possible. This will help build a positive climate
- Get the timing right – present your ideas at the moment that they align with the LA's agenda.
- Don't forget there are other commissioners! For example, GP consultants, public sector bodies, other directorates in the LA besides Adult & Social care.

When the above is clearly not working for whatever reasons, it might be helpful to request a one to one meeting with the Director of Social Services or equivalent. This would be an opportunity to set out the benefits of working more

closely with the ULO. If this approach is still not effective, a ULO Consortium might like to consider linking up with contacts in the Department of Health / Strategic Health Authority to consider how they might support you in your quest to build good relationships and work collaboratively with your local authority.

A ULO Consortium may also consider involving the quality inspectorates / regulatory bodies such as the Quality Care Commission. This would provide an opportunity to highlight the lack of engagement with the ULO. Many of these bodies require evidence from independent bodies and the ULO can ensure that their views are recorded and a response provided through these mechanisms.

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## **Appendix 8**

### **Living Options Devon**

### **Guidelines for Supporting Service Users in Meetings**

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# **Living Options Devon Best Practice Guidelines for Supporting Service Users in Meetings**

The following points give guidelines for creating 'total access' – it is understood that being able to provide everything listed is unlikely to be possible. It is however, a list of all that should be considered and attempted to achieve.

## **Prior to meeting**

- Information in individuals required format at least one week prior to meeting/event
- Clear map and directions to venue
- Concise background information (i.e. terms of reference), in plain English
- Glossary of terms and acronyms
- Accessible contact details – address, telephone, fax, SMS (mobile), email

## **On the Day**

Provision of an Accessible Venue which should include

- level immediate car parking with safe side and rear loading and firm surface approach (not gravel or chippings)
- Level/ramped entrance (door opening assistance)
- Good overall lighting
- Wide doors
- Accessible toilet (big enough for wheelchair and assistant) Ample general toilets to avoid queuing time
- Accessible fire exits or safe refuge point
  
- Variety of seating (high and low, with and without arms)
- Wheelchair friendly layout (maneuverability and integrated)
- Some tables high enough for wheelchair users to 'roll under'
- Light deflecting blinds (to aid lip readers, signers and visually impaired)
- Comfortable temperature (that will not compromise communication support - noisy heating/cooling system or outdoor noise with windows open)
- Large, bold name badges for everyone
- Easily identified assistants available to:
  - meet and greet at entrance to
  - guide individuals to seats, toilets etc
  - fetch refreshments carry items to/from car
  - describe layout to Visually Impaired person
  - push manual wheelchair up ramps/ over deep carpeting
  - open doors



- Cash reimbursement of travel costs on day of attendance
- Maximum meeting period of one and a half hours without a break
- Minimum fifteen minute comfort breaks
- Minimum one hour lunch break (negotiable on day)
- Required communication support
  - BSL Interpreters, speed text operator, lip speaker, induction hearing loop. Scribe. WASP etc
- Ground rules posted, verbally explained and upheld (assisting understanding of communication support and to enable everyone to be included/speak during meeting)

### **PowerPoint and overhead slide presentations**

- Should maintain accessible information guidelines
- Minimum content in plain simple English and using contrasting colours
- Should be issued in required accessible formats for people unable to see screens (prior to day if preferred)
- Allow silent time each time a new slide is shown to allow Deaf/hearing impaired people to scan
- Each slide should be read word for word to maintain inclusion

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## **Appendix 9: Case Studies**

- 1) Fusion Consortium – contractual consortium with lead body**
  - 2) Access Dorset - separate legal entity**
  - 3) South West Disability Equality Network – an informal network**
-

# **Fusion Consortium**

## **Example of a contractual consortium with a lead body**

### **Introduction**

The Fusion Consortium is a user led organisation, formed from a partnership of 3 organisations: Living Options Devon (representing people with physical and/or sensory disabilities and Deaf people), Westbank (representing carers) and Devon Link Up (representing people with learning disabilities).

Fusion is committed to user led services and the involvement of disabled people and carers at every level of the organisation and service provision. Fusion is run and led by service users so that it can provide the services which they feel are most valuable to them. Fusion aims to empower service users and carers so that they can influence how services are provided.

Fusion is continually developing and evolving. Currently Fusion's key objectives are:-

- To promote independent living;
- To promote people's human and other legal rights;
- To work with local disabled people, carers and other people who use support either directly or by establishing links with other local networks and organisations; and
- To recognise that carers have their own needs.

### **Current areas of work**

- Fusion representatives attend Devon County Council (DCC) Putting People First Theme Board meetings. This ensures that Fusion is involved in key discussions and service user and carer representation can be fed into the programme of change.
- Fusion is acting as a 'gateway' for consultation. The Local Authority and other organisations can contact Fusion who will gather views through the Fusion network and feed back collated information. It is hoped that key user or carer led groups will sign up to the Fusion network so a wide range of users and carers can be part of the consultation work.
- Fusion has been involved in creating a Joint Engagement Strategy (JES) with Devon County Council Adult and Community Services, Children and Young People Services and NHS Devon. The JES will give the organisations a guideline to follow to ensure people are involved in the designing or monitoring of services and activities. It will also outline principles of how to involve people in this work.
- Fusion also plays a role in identifying existing and potential ULOs across

Devon and offering support and mentoring, as well as the opportunity to become part of the Fusion network.

- Fusion has been given funding to support the development of ULOs in both Plymouth and Torbay as each locality needs to have an ULO in place by December 2010 to meet government targets.

### **Consortium Model**

The Fusion Consortium is most aligned to the Steering Group Model (Office of Third Sector, 2008) or the Loose Partnership Structure with Lead Body (Voluntary Action Sheffield, 2008), in that three organisations have come together to form a partnership, working to a Consortium Agreement with a lead organisation in place. The consortium has a joint steering group but no separate legal status. The model has been adapted to suit the needs and circumstances in the County of Devon.

Fusion has an Operational Executive Management Committee formed by the three partners, who are bound by the legal consortium agreement. The Fusion User Led Board governs the whole of Fusion and includes people with physical and/or sensory disabilities, people with learning disabilities, carers, mental health service users, Deaf people and older people. The Fusion Executive Committee will make decisions around the business of Fusion, but all ideas and proposals need to be approved by the Fusion Board. Feeding into this is the Fusion Network, currently being developed, involving smaller organisations. Fusion will offer their help with the development of the smaller organisations and the opportunity to become part of bigger consultations or involvement with the public sector.

LOD is the lead organisation in the Fusion Consortium, holding responsibility for the actual submission of tenders and entering into contracts on behalf of the consortium. All funds come through the LOD bank account, and then agreements are in place with the partner organisations for contracted work.

Inherent in the structure of the Fusion Consortium is the recognition that partner organisations are only Fusion when they want to be and when it is mutually beneficial. The Consortium Agreement is in place for certain contracts, but each member organisation has complete autonomy. See diagram below for an outline of the governance structure.

# The Structure of Fusion

## User-led Fusion Board

Be Involved Devon, Westbank, Living Options Devon,  
Devon Link Up, Senior Council, Rejuve-nation, Headway Devon



## Fusion Network

e.g. Devon Carers Link,  
Learning Disability Parliament, Rethink  
and more....



## Operational Management Committee

Devon Link Up,  
Living Options Devon and Westbank



## **Establishing the Fusion Consortium**

### **Background**

Living Options Devon (LOD), Westbank and the Service Users Regional Forum (SURF) formed the Fusion Consortium ('Fusion') in 2007. The consortium was modelled on existing Centres for Independent Living (CILs), aiming to provide a minimum set of services to be considered as a fully functional ULO working towards independent living. It was recognised that the three organisations would be in a better position to qualify as a ULO if a partnership was formed enabling them to more fully meet the ULO criteria.

LOD and Westbank had an already established relationship having worked together on frequent occasions in the past. The Service Users Regional Forum (SURF) was also invited to join the Consortium, due to established links between SURF and LOD. Although LOD had not worked with SURF to the same degree as Westbank, the organisations knew enough of each other to feel that an effective working partnership could be built.

In March 2008, the Department of Health announced extra funding for 12 User Led Organisations and Fusion was successfully chosen to receive one year's grant which was then matched by Devon County Council. In 2009 SURF closed down and Fusion now includes Devon Link Up as the third member of the Consortium.

For the first year, the Fusion Consortium worked with a loose partnership agreement signed by each partner. When the Department of Health funding ceased and the Local Authority agreed to commission Fusion, it was necessary to put a formalised legal agreement in place. The Consortium Agreement was signed by all partners and covers all the legal aspects of the consortium arrangement such as governance, insurances, risks, liabilities, responsibilities, funding arrangements, declarations of interest, quality standards, intellectual property rights, confidentiality, data protection, mediation, termination and withdrawal.

The Consortium Agreement states that a lead organisation should be appointed, who will promote Fusion and enter into agreements relating to Fusion on behalf of the other members. The Consortium may at any time require the Lead Agency to stand down and another organisation be appointed. LOD is currently acting as the lead agency. This seemed the natural way forward as LOD led the process initially, proposing the idea and inviting the other organisations to take part.

## **Strengths**

### *Shared values*

In order to achieve a successful consortium, it was essential to ensure that member organisations share similar values, aspirations and ways of working.

In the case of Fusion, the three organisations already had a working knowledge of each other and a thorough check was made to ensure that core values were aligned. Fusion partners met together and agreed that the wording in each of their charitable purposes and constitution which were similar and compatible. In addition, all Fusion partners shared an approach to working with service users and carers over the past 20+ years, with a clear understanding of the issues and concerns of service users and carers across Devon and the best way to address these. This has been done through a mixture of consultation, support, empowerment and development. Fusion partners agreed that service users and carers should continue to lead and be 'in control' of decisions made in relation to the delivery of services provided by Fusion.

### *Joint Vision*

For a Consortium to be successful, it was agreed that there needs to be a clear joint vision and purpose. In order to establish this, Fusion held a 'visioning' day very early on in its formation. This was attended all of the Fusion partners, trustees and people with disabilities and carers. The event was held at an independent venue with an independent facilitator. The day focused on the future of Fusion, and how to take Fusion forward. At the end of the event, Fusion had established its vision, objectives and some strap lines. Fusion partners were in agreement about the benefits of partnership i.e. sharing knowledge and expertise, bidding for contracts together and giving members a stronger voice.

The process of establishing a shared vision went very smoothly and without conflict, due to the established shared value base and the lack of competition between partners.

### *Purpose*

Fusion partners have highlighted that the Consortium became stronger through actually work together on something concrete, i.e. the discussions about underpinning values and shared vision were properly cemented once Fusion became involved in joint working and tenders.

### *Trust*

Due to the already established positive working relationships between the

organisations, Fusion partners began from a relationship of confidence and mutual trust. This was further strengthened by the clear synergy between the organisations demonstrated during the 'visioning' day.

Furthermore, the Fusion partner organisations each work with different client groups; they have clearly defined areas of work which do not cross over. There were clearly areas where the organisations could profitably work together as a consortium but other areas of work which would always remain separate.

The lack of competition between the partners facilitated the process of strengthening trust.

#### *Support from Board members*

From the outset, Trustees from all partner organisations were fully on board with the development of Fusion. This has been facilitated by the clear boundaries between the three organisations in terms of areas of work. There is not a conflict of interest or any potential for competing for contracts. Being involved in the consortium has not diluted each organisations existing ethos or culture or the quality of services which they provide. The benefits of collaboration are clear.

#### *The Local Authority*

Fusion has a constructive working relationship with the Local Authority (LA) which has facilitated the process of establishing Fusion as a successful Consortium.

Fusion have worked to build a strategic partnership with the LA based on a relationship of communication, education, trust and cooperation rather than confrontation, as this is the most successful way to effect change for service users and carers. The LA has provided its collaboration and financial support as it recognizes the strategic benefit that Fusion offers as an independent, effective partnership, supported by a widening network of organisations bringing a wealth of robust information and evidence drawn from service users and carers experiences. A 'co production' approach has developed, where Fusion and the LA work together to develop a shared position without compromising Fusion's independent status. Any disagreements are discussed sensitively and the process helps to further strengthen trust and mutual understanding.

## **Challenges**

#### *Selling the benefits for people 'on the ground'*

Fusion's profile has grown hugely since its formation in 2008. At a strategic level, it has been recognised as a successful consortium and the public



sector and Fusion members appreciate the benefits. The challenge has been that the people each individual organisation supports have yet to understand the opportunities and benefits provided by Fusion. To this end, LOD, on behalf of Fusion, now employs a Fusion Development Worker who will be working with disabled and Deaf people and carers to encourage networking and opportunities to share best practice, work with public sector agencies and find areas of commonality to create a stronger voice.

*Partnership working and maintaining separate areas of expertise*

Central to Fusion is the importance of identifying areas for joint working at the same time as maintaining individual areas of expertise. This has been particularly challenging with regards to carers who have spent years fighting for their rights and voices to be heard as carers. Therefore, they are understandably protective about forming a partnership with an organisation which supports the people that they care for. However, Fusion recognises the areas where the organisations can work together whilst acknowledging that there will be areas where it is important that they work separately.

*Working as a Consortium does not happen overnight.*

As stated in the Office of Third Sector report (2008), developing a Consortium based on the steering group model can take considerable time to develop. Fusion partners have also acknowledged that the establishment of a working successful consortium has been time consuming and will continue to evolve over time.

*Accommodating the needs of partner organisations*

For Fusion, maintaining a partnership that accommodates the needs of different partner organisations each with their own cultures, sizes, ages and management styles has been a challenge but successful due to open communication between the partners, and the relationship of trust and the establishment of subcontracting arrangements.

*Developing a partnership between organisations representing service users and those representing carers.*

Carers have their own identity and needs which are very separate from the person who they are caring for. Therefore there may be some resistance to the idea of forming a partnership with an organisation representing service users due to the fear that their separate identity which they had worked so hard to establish may get compromised or overlooked.

In the case of Fusion this was addressed by the following measures:-

- The Fusion Development Lead (FDL), who had been actively involved with working with carers in the past, attended several carer chair meetings and also met with several carers independently to explain the relevance of Fusion and to assure them that it was not about Fusion “diluting” the importance of carers.
- The trust of the FDL was challenged on several occasions and interrogated quite forcibly at times.
- Openness and honesty by the FDL was paramount at all times to try and achieve a positive outcome.
- Inclusion of carer representation on the Fusion Board was paramount. This enabled a more inclusive approach, at a strategic level, thus enabling a bigger picture vision.

### **What next for Fusion?**

Fusion will continue to evolve and develop, but the underpinning principal that service users and carers should continue to lead and be ‘in control’ of decisions made in relation to the delivery of services provided by Fusion will remain fundamental.

Currently, the Fusion Consortium is working to share best practice, establish networks with other organisations and raise awareness of how a ULO can support disabled people and carers to achieve independence, choice and control.

Fusion hopes to continue working across all service user groups and with the organisations that support them. There is also hope to widen Fusion to include people surviving cancer and people with HIV/AIDS.

Future work may include:

- Promotion of an understanding of Human Rights across
- the disabled and Deaf community;
- Provision of services to support people to live their lives
- independently;
- Consultation work - offering the specialist expertise and experience of service users and carers to support the designing and delivery of services; and
- Widening of the Fusion network to other organisations throughout Devon.

## **Access Dorset** **Example of a consortium set up** **as a separate legal entity**



### **Introduction**

Access Dorset is an umbrella organisation representing a partnership of local user led organisations working together to establish a virtual Centre for Independent Living which meets the needs and requirements of disabled people, carers and other people who need support in the community.

At present the partnership includes a diverse range of organisations:- DOTS Disability, Dorset Mental Health Forum, Dorset Advocacy, Dorset Fiftyplus, PRO Disability, Poole Forum, Double Act Theatre Group ( a user led theatre organisation that brings together a group of people with sensory/physical impairments with a group of people with learning disabilities) and Damset (an AIDS awareness organisation). There are further organisations who will be coming on board in the near future and Access Dorset are continuing to encourage others to join.

### **Key objectives**

The founding members of Access Dorset adopted the following objectives:

- To establish a Centre for Independent Living in Dorset which will provide information and advice, peer support, advocacy and training, and generally supporting people to live independently and improve their life chances
- To develop the capacity and skills of disabled people, carers, older people and other users of support in Dorset, Bournemouth and Poole in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society

## **Current areas of work**

Access Dorset aims to enhance the everyday lives of disabled people, older people, carers and other people who may benefit from support or information. Access Dorset will become a 'one stop shop' for lifestyle information, advice, peer support, advocacy and support for independent living.

A key feature of Access Dorset will be an easily accessible website which will bring together information on the activities and services provided through the Centre for Independent Living. It will complement the Open Objects Web based Information Service presently being developed by Dorset County Council and provide a gateway to that service.

The website will have a number of interactive features that will provide users the opportunity to discuss issues relating to the take up of individual budgets, issues around accessibility and a host of other matters relevant to disabled people, carers, older people and other users of support.

The website will also be a key tool in stimulating the market for new and innovative micro-services as we publicise projects that receive funding from the Dorset Social Care Innovation fund through video diaries and reports on progress. We will be able to use the views generated through the Members Messageboard to proactively seek partners capable of developing services to meet demand.

There will be a major event in December 2010 to publicly launch Access Dorset. It is intended that the event will be an opportunity for the 'virtual' Centre for Independent Living to be 'real' on the day with partners providing information in a very interactive way. The goal for the day will be for attendees to go away not only with a real grasp of what is on offer from partners, but also having signed up to become involved in a diverse range of activities.

## **Consortium Model**

The Steering Group for Access Dorset (Wessex Inclusion Network) agreed that Access Dorset should be set up as an entirely new charity and a separate legal entity. In consultation with members and other interested parties, it became clear that the obvious model to cover such a diverse geographical area as the county of Dorset would be a virtual Centre for Independent Living.

Access Dorset is an umbrella organisation. User Led Organisations across Dorset have been invited to become members, alongside individual members, to ensure it retains the status of a User Led Organisation. Access Dorset will be the 'hub' providing an easy link to the services provided by all the partner organisations within it. The partners will retain their independent identities but benefit collectively from the opportunities to work closely together.

They have registered with Companies House as a Company Limited by Guarantee and are applying for charity status.

## **The Launch of Access Dorset**

In December 2009 DOTS Disability, who have been the lead for this project, received funding from the Department of Health, Dorset County Council, Bournemouth Borough Council and the Borough of Poole to work in partnership with other local disabled peoples organisations to build their capacity in readiness to launch a Centre for Independent Living.

In January 2010 a steering group was created, adopting the name of 'Wessex Inclusion Network'. The steering group brought together a number of membership organisations that between them all can provide the services of a Centre for Independent Living. The steering group developed their terms of reference, mission and vision statement.

It was agreed that DOTS Disability as the leaders of the project would create a new charity which would be called 'Access Dorset' to reflect the wide interest and support that they have received. On 24th August 2010 a number of members of DOTS Disability retired from the Board of Directors and set up the new organisation. It was agreed that four of the member organisations of Wessex Inclusion Network will be co-opted onto the board thus ensuring that Wessex Inclusion Network have representation on the board and can contribute to the strategic direction that Access Dorset takes.

They have ensured that there will be room on the new Board for representatives of other partner organisations to be co-opted on to it and are now appealing to disabled people, carers, older people and other people who need support to become members. They also welcome other user led organisations to join.

## **Strengths**

*Shared vision*

DOTS Disability were the lead organisation and drove forward the process of setting up Access Dorset. DOTS Disability put forward their proposal and vision and then discussions took place with all partner organisations through the steering group as well as through individual meetings. The partners agreed that setting up Access Dorset was the best way forward and 'bought into' the vision for how to improve the lives of people with disabilities developed by DOTS Disability.

### *Business oriented approach*

DOTS Disability is a Community Interest Company. They have good links with the Local Authorities and are developing their business in the private sector. This business oriented approach was seen to offer benefits to partner organisations who can then focus on delivering their services.

### *DOTS Disability*

DOTS Disability is a dynamic organisation with a very active membership. This membership oriented approach was seen to be beneficial by partner organisations.

### *Good working relationships*

Some of the members of the Wessex Inclusion Network had worked together in the past which smoothed the process of setting up Access Dorset.

Each of the member organisations have their own spheres of interest and expertise which complement each other, therefore they are not natural competitors which has been extremely helpful in the development of Access Dorset.

The relationship of trust and mutual support has been strengthened by partner organisations alerting each other to contract opportunities and agreeing not to compete. DOTS Disability have provided support and the benefit of their strong links with the local authorities.

### *Consolidation and sustainability*

Funding is a big issue for most organisations at present and organisations are risking losing contracts. Access Dorset is a means for member organisations to consolidate and sustain what they have as it will publicise and support all the work of the partner organisations under one umbrella.

Between the partner organisations, Access Dorset has a membership of approximately 4000 people and a large turnover which will put them in a strong position to bid for tenders etc. The Steering Group will meet regularly to look at funding opportunities coming up and to consider how to develop areas of work that will benefit the whole of Access Dorset rather than individual members. In addition, the Steering Group will pass on funding opportunities to smaller ULOs. .

## **Challenges**

### *Funding*

Although DOTS Disability received funding from the Department of Health, Dorset County Council, Bournemouth Borough Council and the Borough of Poole to work in partnership with other local disabled peoples organisations to build their capacity in readiness to launch a Centre for Independent Living, funding has been an issue and has meant that they have had to move things forward in a short time frame.

### *Working with three different Local Authorities (LA)*

It has proved challenging working with three LAs, each with a different level of understanding of the role of ULOs and with different priorities and agendas. One of the LAs has been extremely supportive and understanding of the role that ULOs play in transforming the Social Care agenda. The second LA has gradually become more aware that ULOs can help them to cut back on their budgets. The final LA has been furthest in development in terms of ULO support but a relationship is beginning to develop.

### *Building the trust and commitment of partner organisations*

There will always be some areas of competition while the organisations get to know one another and build trust but there is a mutual understanding that if they support and complement one another rather than competing then Access Dorset will grow and flourish, which will be to everyone's benefit.

Some of the organisations involved in Access Dorset did not have the capacity and resources to commit to forming a partnership in the first instance. For some it was hard to convince Trustee Boards who needed to understand how it would benefit their organisation.

There were concerns that organisations would feel threatened by the proposal put forward by DOTS Disability, but discussions allayed these fears.

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## **South West Disability Equality Network Example of an informal network**

The South West Disability Equality Network (SWDEN) was launched in 2004, after a period of regional consultation with disabled people and their organisations. The network is a forum of disabled people in the region. It represents organisations of and for disabled people. Its aims are:-

- To ensure that all regional structures and organisations talk effectively with and listen to the aspirations and issues of disabled people; and
- To ensure that all structures and organisations eliminate discrimination against disabled people and positively promote disability equality in policies and practice.

SWDEN has an executive which takes forward the work of the network, informed by events and members concerns and issues. The Executive consists of nine individuals, mainly Chief Executives, from Disabled Peoples' Organisations across the region. The Executive meets approximately four times a year to identify key issues and actions.

Over the last few years SWDEN has undertaken a number of consultations, events and provided a framework for networking and sharing good practice. SWDEN also holds an annual event which offers an opportunity for disabled people, disabled peoples' organisations and other relevant bodies to come together to learn from each other, collaborate, influence and share experiences and concerns.

Full membership of the network is open to Disabled People's Organisations who meet the ULO criteria. Individuals and other supportive organisations such as organisations for disabled people or public sector bodies can join as 'Allies', receiving electronic updates, invites to events, information about key consultations etc.

The network has been supported and facilitated by Equality South West. Equality South West is the pan equality organisation for the region. They provide the meeting venues, travel expenses, event co-ordination, plus administration and development worker support.

SWDEN has developed over the last few years and, in particular, has helped to drive forward the ULO agenda in the South West. It has been recognised nationally for its innovative and ground breaking work in the region. It is now

looking forward to how it can operate to the best advantage of its members in the difficult times ahead. To do this the network is considering new ways of working, which will allow greater collaboration, including the option of becoming an entity in its own right.

### **South West ULO Hubs – Background**

In 2006 funding was made available from the Department of Health and the Office of Disability Issues to help develop the establishment and capacity of User Led Organisations in the South West Region. The aim of the funding was to ensure that by December 2010 a ULO or developing ULO existed in each Local Authority area with responsibility for delivering adult social services, within the South West Region. In the South West, a region wide strategic approach was implemented, with the support of SWDEN (Equality South West website, accessed 12.12.10).

At the end of 2009, ULOs or groups of ULOs were invited to apply to be a ULO Development hub covering one of seven geographic areas in the region. These ULOs act as development hubs for identified areas, developing both their own capacity and that of smaller organisations in a locality. They are also supporting the development of ULOs in adjoining localities where there is no or very limited ULO presence (Equality South West website, accessed 12.12.10).

Through SWDEN, and with regional co-ordination from Equality South West, the Department of Health identified the following seven lead organisations or partnerships to act as development hubs and deliver area appropriate capacity building work: Disability Cornwall, Fusion, DOTS Disability C.I.C, Compass Disability Services, Wiltshire Centre for Independent Living, West of England Centre for Inclusive Living, and Gloucestershire Lifestyles (Equality South West website, accessed 12.12.10). For more information and links see <http://www.equalitysouthwest.org.uk/about-us/promoting-equality-for/our-projects/ulo-capacity-building-project.htm>

### **South West ULO Consortium network**

The lead organisations and partnerships agreed to form an informal network for the ULO Consortium project with the shared aim of exploring a Consortium approach to ULO development within their County / Unitary Authority area. The purpose of the informal network was to share learning and offer mutual support, eventually extending this learning and support across other regions in the UK, through presentations and through the development of the ULO Consortium Toolkit

The network met largely through the use of conference calls and email exchanges as well as being included as an agenda item in the SWDEN

meetings. It was put in place for the purposes of the ULO Consortium project and will last for the life span of this project.

The following ULOs were involved in the network:- Compass Disability, Disability Cornwall, DOTS Disability, Fusion, Gloucestershire Lifestyles, West of England Centre for Independent Living, The Vassal Centre, Wiltshire Centre for Independent Living, Wiltshire People First and the Wiltshire & Swindon Users' Network. The network was supported by Equality South West and the Department of Health, South West.

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**Gloucestershire Lifestyles**

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