

**NEW PARTNERSHIP AGREEMENT FOR READING CLIMATE CHANGE PARTNERSHIP**

Dated \_\_\_\_\_ 2021

**(1) READING BOROUGH COUNCIL**

**(2) BRIGHTER FUTURES FOR CHILDREN**

**(3) ENVIRONMENT AGENCY**

**(4) BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST**

**(5) ALLIANCE FOR COHESION AND RACIAL EQUALITY**

**(6) CONNECT READING**

**(7) UNIVERSITY OF READING**

**(8) GREATER READING ENVIRONMENT NETWORK**

**(9) READING UK**

**(10) RCCP BOARD**

**(11) READING YOUTH COUNCIL**

**THIS AGREEMENT** dated

2021 is made **BETWEEN:**

- (1) **READING BOROUGH COUNCIL**, whose administrative offices are at Civic Offices, Bridge Street, Reading, Berkshire, RG1 2LU (**RBC**);
- (2) **BRIGHTER FUTURES FOR CHILDREN LIMITED**, of Civic Offices, Bridge Street, Reading, Berkshire, RG1 2LU (**BFFC**);
- (3) **ENVIRONMENT AGENCY**, whose administrative offices are at **EA** (**EA**);
- (4) **BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST**, whose administrative offices are at **BHNFT** (**BHNFT**);
- (5) **ALLIANCE FOR COHESION AND RACIAL EQUALITY**, whose administrative offices are at Middle Building, 344 Oxford Road, Reading RG30 1AF (**ACRE**);
- (6) **THAMES VALLEY BERKSHIRE LOCAL ENTERPRISE PARTNERSHIP**, whose administrative offices are at 100 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GP (**TVB LEP**);
- (7) **UNIVERSITY OF READING**, a corporation with charitable status, established by Royal Charter with company number RC000665, whose administrative offices are at Whiteknights House, Whiteknights, PO Box 217, Reading, Berkshire, RG6 6AH (**UOR**);
- (8) **GREATER READING ENVIRONMENT NETWORK** whose administrative offices are at **GREN** (**GREN**);
- (9) **READING UK** whose administrative offices are at Thames Tower, Station Road, Reading, RG1 1LX (**RUK**);
- (10) **RCCP BOARD** whose administrative offices are at Civic Offices, Bridge Street, Reading, Berkshire, RG1 2LU (**RCCPB**);
- (11) **READING YOUTH COUNCIL** whose administrative offices are at c/o Brighter Futures for Children, Civic Offices, Bridge Street, Reading, Berkshire, RG1 2LU (**RYC**);

Collectively referred to as “the Partners”.

## **1. GENERAL INFORMATION**

- 1.1 The Reading Climate Change Partnership (“RCCP”) is an unincorporated, non-executive Partnership established to develop and deliver action on climate change in Reading. The Partnership is independent in terms of decision-making (see section 4) but is not a separate legal entity and is hosted by Reading Borough Council which serves as ‘accountable body’ for the Partnership.
- 1.2 The Partnership was originally established in 2008 to develop the first climate change strategy for the Borough of Reading. This has since been reviewed and updated, the most recent iteration being the Reading Climate Emergency Strategy 2020-25 (the “Strategy”)

which was published by RBC in November 2020. This Strategy sets out the action necessary to work towards the goal of a net zero carbon, resilient Reading by 2030, incorporating the central aim of the climate emergency declaration passed by RBC on behalf of the whole community in February 2019.

- 1.3 It is envisaged that the Partnership will continue indefinitely or until such time as its key objectives as set out in this Agreement are met. This Agreement will, however, be reviewed and updated every five years, with the next target review date being June 2026 or within 6 months of the publication of the successor to the Reading Climate Emergency Strategy 2020-25.

## **2. PARTNERSHIP OBJECTIVES**

### **2.1 Partnership vision**

- 2.1.1 The vision of the Partnership will be as per the latest iteration of the Strategy. Currently, the vision in the Strategy is:

‘Our vision for 2025 is for a Reading which is working rapidly towards:

- Net zero carbon dioxide emissions in the Reading area by 2030
- Being better prepared to deal with the impacts of a changing climate

We want and need to whole of Reading – residents, communities, businesses and other organisations – to mobilise in pursuit of this vision.’

### **2.2 Delivery of the vision**

- 2.2.1 The Strategy sets out in detail the role of individual delivery partners, the key actions to be taken forward and the timescale over which that action is envisaged. The Strategy will be reviewed and revised as the fifth anniversary of the current iteration approaches to ensure that it remains fit for the purpose of delivering the vision.

## **3. TERMS OF REFERENCE**

### **3.1 Purpose**

- 3.1.1 The purpose of the Partnership is to lead the development and co-ordinate the delivery of a comprehensive and ambitious programme of climate action for Reading, as set out in the Strategy.

### **3.2 Scope**

- 3.2.1 The scope of the Partnership reflects the scope of the Strategy – namely, the development and delivery of action to mitigate climate change and adapt to its impacts. The Partnership will operate over the Borough of Reading but will work across administrative boundaries where this facilitates the achievement of key goals and delivery set out in the Strategy and related documents such as the Reading 2050 Vision in so far as they address climate change.

- 3.2.2 The Partnership will seek to deliver its purpose by:

- Developing and periodically reviewing the framework for climate action in the Borough of Reading
- Ensuring that climate action is embedded into the strategies and plans of key partners
- Building citizen, business, public and voluntary sector consensus for action
- Acting as a catalyst and attracting resources for climate action across the Borough of Reading
- Supporting collaboration between Partners and joint working to maximise impact
- Supporting innovation to identify new solutions to climate challenges
- Collaborating and networking beyond the Borough of Reading to share learning and best practice
- Informing and engaging the public about climate change and the work of the Partnership

3.2.3 As a voluntary, non-executive partnership, the Partnership does not possess the resources to implement every action identified within the Strategy – rather, that is the role of individual delivery partners as identified within the Strategy – but it will deliver those actions where the Partnership itself is identified as lead delivery partner on a ‘best endeavours’ basis.

### 3.3 Structure of the Partnership

The Partnership will operate at two levels:

- The Reading Climate Change Partnership Board (the “Board”): the Board is the decision-making body for the Partnership, as set out in section 4 below.
- The Reading Climate Action Network (“the Network”): ReadingCAN is an informal network of individuals and organisations, which are key to the delivery of the Strategy. The Partnership maintains a database of interested parties who have signed up to ReadingCAN to facilitate communication.

### 3.4 Partnership Agreement

3.4.1 This document represents (i) the partnership agreement for the Reading Climate Change Partnership and (ii) a memorandum of understanding between the Partnership and Reading Borough Council as ‘host’ authority and accountable body for the Partnership.

3.4.2 It should be noted that by signing this document or by participating in the Partnership, the Partners are not committing to legally binding obligations. It is intended that the Partners remain independent of each other and that their collaboration and use of the term ‘partner’ does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

### 3.5 Partnership Principles and Codes of Conduct

3.5.1 As a quasi-public body in receipt of public funds, Board members will observe the Nolan Principles of public life in discharging their responsibilities on behalf of the Partnership. These are:

- **Selflessness:** Holders of public office should act solely in terms of the public interest.
- **Integrity:** Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits

for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

- **Objectivity:** Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.
- **Accountability:** Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.
- **Openness:** Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.
- **Honesty:** Holders of public office should be truthful.
- **Leadership:** Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

3.5.2 Individual Partners may additionally be bound by the relevant code of conduct which applies to their own organisation.

## **4. LEADERSHIP AND MEMBERSHIP**

### **4.1 Membership of the Partnership Board**

4.1.1 The Board will have a maximum of 20 members, comprising 11 sector representatives, as set out in Annex 1; 7 Climate Emergency Strategy Theme Leads as set out in Annex 1; and up to 2 co-opted members to meet specific requirements as defined by the Board in line with the stipulations at paragraph 4.5.1. Sector representatives will be appointed by the body as set out in Annex 1 and who is a party to this Agreement. Theme lead appointments will be confirmed by the Board and, on confirmation, theme leads will become members of the Board with full voting rights subject to the following exceptions:

- Where a theme lead is already a Board member by virtue of performing one of the sector representative roles, the relevant theme lead's seat on the Board will remain vacant
- Any one organisation will be limited to one voting member of the Board (presumed to be the most senior representative of that organisation if more than one are present).

4.1.2 Board meetings may also be attended by (i) RBC's Head of Climate Strategy, in their capacity as the senior responsible officer for the Partnership's 'host' authority/accountable body (ii) RBC's Sustainability Team Manager, in their capacity as Treasurer for the Partnership and (iii) the Partnership's Climate Change Partnership Officer, in their capacity as secretariat to the Board. None of these officers will have voting rights.

### **4.2 Chairing the Partnership Board**

4.2.1 A chair of the Board (the "Chair") will be elected (or up to two co-chairs in the event of a co-chairing candidacy) by secret ballot of the members of the Board. Elections shall be overseen by the sitting Chair, unless the sitting Chair is a candidate for election in which case elections shall be overseen by the Treasurer (RBC Sustainability Team Manager).

4.2.2 As the 3 year term of the sitting Chair(s) approaches its end, the Chair(s) will give notice of their intention to stand for election again (or otherwise) no later than the pre-penultimate meeting of the Board prior to the expiry of their term (i.e. approximately 6 months' notice),

enabling an election/recruitment process to be held at the penultimate meeting of their term (i.e. approximately 3 months before their term ends), and an induction and formal handover process to be completed by/at the final meeting of their 3 year term.

4.2.3 Candidates for the role of Chair may be nominated and seconded by e-mail by other Board members during the 12 week period prior to the Board meeting at which the election is to be held.

4.2.4 In electing the Chair(s), Board members will have regard to the role description for the Chair(s) and generic person specification at Annex 2.

### **4.3 Voting rights of Board members**

4.3.1 The Board will seek to reach decisions via consensus but where a vote is necessary, each Board member will have one vote. Organisations represented on the Board by more than one person will have a maximum of one vote per organisation.

### **4.4 Time limits for Board membership**

4.4.1 Board appointments will be for 3 years, with a maximum of 3 consecutive terms to be served, effective from the date this Agreement becomes operational being the date of this Agreement.

### **4.5 Representation on the Board**

4.5.1 The appointment of Board members by representative bodies as set out in Annex 1 is designed to ensure that the composition of the Board adequately reflects the full diversity of communities and interests in the Borough of Reading. Should a deficiency in representation from any one sector or section of the community be identified, however, the Board may use its co-option powers to address this (up to 2 additional co-opted Board members). Co-opted members may be drawn from any sector at the discretion of the Board.

### **4.6 Roles and responsibilities of Board members**

4.6.1 Board members will serve in a personal capacity representing key sectors as listed in Annex 1, column 1, rather than as representatives of their individual/employing organisations. The generic role description for Board members is at Annex 2.

### **4.7 Secretariat and support to the Board**

4.7.1 The Board secretariat will be provided by the Climate Change Partnership Officer employed by RBC on behalf of the Partnership.

4.7.2 Financial management will be overseen by the RBC Sustainability Team Manager as Treasurer to the Partnership.

4.7.3 The Board Chair(s) will be supported in fulfilment of their duties to plan Board meetings and agendas, progress actions between Board meetings, and deal with matters arising, by an Operations Team comprising the Chair(s), RBC Head of Climate Strategy, RBC Sustainability Team Manager and Climate Change Partnership Officer. The Operations Team will meet on approximately a monthly basis.

#### **4.8 Theme leads and theme groups**

- 4.8.1 Additional roles and responsibilities of theme leads in their capacity as Board members are set out in Annex 2.
- 4.8.2 Additional guidance for theme leads on the purposes and operation of theme groups is set out in Annex 3.

### **5. ACCOUNTABILITY**

#### **5.1 Introduction**

- 5.1.1 Board members are accountable to each other in the context of their collective responsibility for delivery of the Partnership's objectives. As a non-executive Partnership with limited direct delivery capacity, however, the primary accountability for delivery of the action set out in the Strategy lies with the individual delivery partners identified within the Strategy. Accountability in this context will depend on the respective constitutional and policy obligations of individual delivery partners.

#### **5.2 Reporting lines**

- 5.2.1 The Board is the highest level of decision-making within the Partnership and while it is not directly accountable to RBC, it will submit an annual progress report on strategy delivery to a relevant RBC Committee in the interests of transparency. Any theme groups which may be established must be formally approved by the Board and will report to the Board in line with the guidance set out at Annex 3.
- 5.2.2 Individual members of the Network do not report to, act with the authority of or represent the Partnership or the Board and are not bound by its decisions, other than in the context of 5.3 below. The Board will, however, undertake to keep members of the Network informed of relevant developments in a timely manner, and as a minimum to share the annual progress report on strategy delivery with members of the Network in electronic format.

#### **5.3 Statement on members' accountability to each other including behaviour**

- 5.3.1 Climate action is everyone's responsibility. In this context, Board members, theme group members and members of the Network share accountability and will treat each other with mutual trust and respect in the context of this shared accountability for delivery of Partnership objectives. Failure to observe this principle may result in censure by the Board and, in the event of serious or repeated breaches, may ultimately result in exclusion from the Board, theme groups or the Network.

#### **5.4 External communication strategy**

- 5.4.1 The communications and engagement strategy for the Partnership will be as set out in the Strategy. The Chair(s) will have sole authority to act as spokesperson(s) for the Partnership for the purposes of media interviews etc though this responsibility may be delegated by the Chair(s) on a case by case basis.

- 5.4.2 Board members or staff should consult the Chair(s) if invited to carry out media interviews etc prior to speaking to the media. Media releases will be drafted by the Partnership’s communications and engagement team in consultation with the relevant RBC communications officer.
- 5.4.3 Social media activity will be developed by the Partnership communications and engagement team and issued subject to approval by the Chair(s).
- 5.4.4 RBC will arrange for media releases to be issued on behalf of the Partnership to all relevant media outlets and to promote appropriate Partnership content via relevant RBC channels.
- 5.4.5 It is the Partnership’s intention to make the website an authoritative, unbiased and comprehensive public source of reliable information on climate change that aligns with its aims and objectives. To facilitate this, individual members of the partnership or the network may be granted access to directly upload content; in doing so they agree to follow the content guide published by the communications and engagement team. The team undertakes to retain for the foreseeable future contributed content that supports its aims and objectives, and to advise the contributor in the case of any necessary revisions or corrections
- 5.4.6 RBC is subject to restrictions on some content being promoted during immediate pre-election periods to avoid political bias in line with election law – these restrictions could also apply legally to Partnership content during such periods as it is not a separate legal entity and is hosted by RBC. The Chair(s) and/or communications and engagement team should therefore consult the appropriate RBC communications officer on promotion of content during such periods, details of which will be advised to the Partnership by RBC.
- 5.5 Auditable processes** (arrangements for internal and external audit): RBC hosts the Partnership for the purposes of managing its finances. RBC has internal and external auditors that may, from time to time, examine the financial records and processes that relate to the Partnership. The Partnership shall co-operate fully with any enquiry or investigation made by RBC’s internal or external auditors, or any other quality or performance inspectors, that in any way concerns this Agreement or any sums claimed or charged in relation to this Agreement. The Partnership acknowledges that RBC may use information given by the Partnership in connection with this Agreement to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organisations that handle public funds.

## **6. GOVERNANCE**

### **6.1 Statutory Powers/Obligations**

- 6.1.1 The Partnership’s activity is not covered by any specific legislation and regulation, other than the prevailing context of environmental and climate legislation being relevant. The Partnership is not acting on behalf of RBC in delivering any statutory obligations, which remain with RBC or individual partner organisations.

### **6.2 Formal constitution**

- 6.2.1 This Agreement represents the formal constitution of the Partnership.

### **6.3 Partnership Meetings**

6.3.1 Added value - the Partnership achieves more through the collective effort of Partners than if Partners acted alone by:

- Providing a single focus for commitment, shared aims and action in the form of the Strategy
- Bringing together disparate organisations facing common challenges to provide pathways for action with practical and moral support
- Providing consistent and effective communications about organisational and individual action on climate change to complement the communications activities of individual Partners

6.3.2 Governance of meetings - the following principles will be observed for meetings of the Board:

- The Board will meet a minimum of four times per annum.
- Board meetings will not be open to the public but meeting minutes will be available to the public as specified in 13.2.
- The Chair(s) will take lead responsibility for setting meeting agendas and preparing papers/minutes etc with the support of the Operations Team.
- The Partnership support officer will take responsibility for identifying suitable dates, timing and venues for Board meetings and other Partnership meetings as directed by the Chair(s)
- In the interests of keeping costs and time commitments to a minimum, Board meetings shall be held virtually wherever possible and physical only where necessary. Hybrid meetings may be held where practicable.
- Other physical Partnership meetings (i.e. non-Board meetings) will be held in accessible venues with good access by walking, cycling and public transport wherever practicable.
- Partnership meetings may be held during the working day or in the evenings, if necessary, to improve the breadth representation at meetings.
- Board meetings will require a minimum of 6 Board members or 33% of the voting membership (whichever is lower) to be present for the meeting to be quorate.
- Board members will conduct themselves appropriately, treating each other with mutual trust and respect in line with the statement at 5.3.1.
- The Board may elect a deputy Chair to lead meetings in the absence of the Chair(s).
- Extraordinary meetings of the Board may be convened by the Chair(s) with one week's notice.
- Board members will make any relevant declarations of interest at the start of Board meetings and will withdraw their participation from any relevant discussion items if requested to by other members of the Board.

6.3.3 A schedule of meetings for each year shall be finalised by the Partnership support officer as soon as is practicable with the aim of giving at least 1 month's notice for any one meeting.

### **6.4 Dissolution of the Partnership**

6.4.1 In the event that the Partnership's objectives are achieved, the Partnership may be dissolved by unanimous agreement of the Board. The Board will give 6 months' notice of its intention to dissolve to RBC to enable an orderly winding up of its affairs. In such an eventuality, responsibility for any outstanding contracts, including contracts of employment, financial

commitments, and financial or other assets, would be retained by RBC as 'host' and accountable body for the Partnership. The maintenance of a financial reserve by the Partnership as set out in 8.2 is designed in part to ensure that such liabilities could be met without undue costs falling to RBC.

## **7. RESOURCE MANAGEMENT**

### **7.1 Inputs**

7.1.1 The Partnership will receive income as set out in 8.1. Any additional financial contributions from Partners will be held in a ring-fenced Partnership budget by RBC on behalf of the Partnership. The Partnership may seek additional financial support from appropriate external funders. Any funding bids submitted by RBC on behalf of the Partnership in its capacity as accountable body will be prepared in accordance with RBC constitutional requirements for such bids.

7.1.2 Voluntary and in-kind contributions from Partners and individuals have been historically important to the successful operation of the Partnership, and this is likely to continue. In-kind contributions (not exhaustive) may include:

- Gifts of time from individuals or via donation of paid staff time for work on behalf of the Partnership
- Free use of equipment, buildings, venues for Partnership events/activities
- Advice on pursuit of Partnership objectives

7.1.3 Volunteers and Partners supporting the Partnership through gifts of time or in-kind contributions will be appropriately recognised and credited by the Partnership.

7.1.4 Where employment of paid staff is deemed by the Board to be the most effective means of delivering Partnership objectives, RBC will manage the creation of new posts, recruitment and management of paid staff in line with its normal HR policies and practises on behalf of the Partnership. RBC's Sustainability Team Manager will be the formal line manager of paid staff though will liaise with the Chair(s) to give direction to and ensure effective day-to-day management of staff, and in the completion of objective-setting and performance appraisal.

7.1.5 RBC will identify a lead officer for each of the key policy areas covered by the Strategy to help ensure that RBC's commitments within the strategy are delivered. A list of these lead officers and the role they will perform in this context is at Annex 4. Other delivery Partners are invited to adopt a similar approach.

### **7.2 Services (the type of service the partnership will use or purchase)**

7.2.1 The Partnership will procure such services as are required to deliver the Partnership's objectives, in line with the Contract Procedure Rules of RBC as host and accountable body. These may include, but will not be limited to:

- Web design and website maintenance services
- Social media accounts, packages and advertising
- ICT support services and licenses
- Design and print services

- Training for staff and volunteers to meet identified needs which can not be met via RBC 'core' training offer

7.2.2 Legal, financial, HR, procurement and other 'corporate' services will be provided by the appropriate RBC team in RBC's capacity as 'host' and accountable body for the Partnership and will represent an 'in-kind' contribution to the successful operation of the Partnership.

## **8. FINANCIAL MANAGEMENT**

### **8.1 Provision**

8.1.1 The Partnership's core income is in the form of Feed-in-Tariff (FiT) income from solar panel investments made by the Partnership with funds allocated to the Partnership when it was formally constituted as a sub-group of the (now disbanded) Reading Local Strategic Partnership. The FiT income varies annually according to the performance of the relevant solar systems but is in the region of £20,000 per annum. Subject to this annual variation, this income stream is secure until FiT agreements begin to expire from 2032.

8.1.2 Under this Agreement RBC agrees to:

- Continue to allocate FiT income received on behalf of the Partnership to an identifiable, ring-fenced Partnership budget;
- Acknowledge the need for the Partnership to maintain a financial reserve at the level specified below; and
- Work with the Partnership to identify and secure additional sources of funding to enable delivery of its vision and purpose.

8.1.3 Under this Agreement the Board agrees that:

- The Partnership budget will cover the operational and maintenance costs of the solar systems from which FiT income is derived by the Partnership.

### **8.2 Financial reserves policy**

8.2.1 As a modest Partnership with limited means, but some accruing liabilities relating to, for example, the employment of staff, and recurring costs such as website maintenance, ICT licenses etc, the Partnership has a legitimate need to maintain a financial reserve to cover such liabilities into the longer-term in the event of a significant change of circumstances or in the event of its dissolution. This reserve will be maintained at a level equivalent to not less than 12 months and not more than 36 months of the Partnership's annual operating expenditure. Should either limit within this range be exceeded in any one financial year, the Board will agree a plan with the Treasurer for the following financial year to reduce or commit expenditure as necessary to return to within the parameters of this financial reserves policy as soon as is practicable.

### **8.3 Financial regulations**

8.3.1 The management of Partnership finances will be in line with the financial regulations of RBC as host authority and accountable body for the Partnership.

### **8.4 Financial decision-making**

- 8.4.1 Significant financial decisions (defined as £1,000 or approximately 5% of annual Partnership income) will require agreement by the Board (e-mail confirmation would be acceptable in line with the quoracy requirement at 6.7.1), and will be subject to agreement of the Treasurer. The Treasurer's agreement would not be unreasonably withheld, and would likely only be withheld in the event of a conflict with the financial regulations or statutory/policy obligations of RBC as accountable body for the Partnership.
- 8.4.2 Other financial decisions (defined as less than £1,000 or approximately 5% of annual Partnership income) may be made by the Chair(s) in consultation with the Operations Team and subject to the agreement of the Treasurer. Again, the Treasurer's agreement would not be unreasonably withheld, and would likely only be withheld in the event of a conflict with the financial regulations or statutory/policy obligations of RBC as accountable body for the Partnership. Such decisions would be reported to the full Board at next available opportunity.
- 8.4.3 Minor expenditure (defined as less than £500) may be approved at the Treasurer's discretion subject to the expenditure being in line with Partnership objectives. Again, such decisions would be reported to the full Board at next available opportunity.

## **8.5 Financial reporting arrangements**

- 8.5.1 Partnership accounts will be reported as part of RBC's financial reporting mechanisms as host authority and accountable body in the context of the RBC sustainability team budget.
- 8.5.2 Additionally, the RBC Sustainability Team Manager in their capacity as Treasurer will produce a written financial statement for the first available Board meeting after the finalisation of RBC's annual accounts. The RBC Sustainability Team Manager will also give a written report on the status of Partnership finances at quarterly Board meetings in their capacity as Treasurer.

## **8.6 Volunteer expenses**

- 8.6.1 Volunteer Board members will be entitled to coverage of reasonable expenses incurred in the delivery of Partnership objectives but as the Partnership is unable to maintain a petty cash reserve, volunteers should in all cases:
- Secure the agreement of the Chair(s) to expenses in excess of £50 prior to commitment of any expenditure;
  - Contact the partnership officer at the earliest opportunity to ensure that fares/booking fees etc are purchased via a corporate credit card maintained for this purpose prior to incurring any personal expenditure;
  - Keep expenses to a minimum and follow the process for claiming expenses as prescribed by the Treasurer.
- 8.6.2 In line with the Partnership's commitment to emissions reduction, car mileage will not be reimbursed other than for the purposes of transporting equipment.

## **9. PERFORMANCE MANAGEMENT**

### **9.1 Arrangements and delivery**

9.1.1 The Partnership will take account of both output measures ('have we done what we said we would do?') and outcome measures ('is it having the desired effect?') in managing the performance of strategy delivery as follows:

- Output measures: the action plans in the Strategy set out the activity and outputs to which delivery Partners have committed individually and collectively. The Board will therefore monitor progress with action plan delivery at quarterly meetings and publish an annual progress report for public consumption on or around the anniversary of the publication of the Strategy (November). In the interests of transparency and to provide an opportunity for public scrutiny, this annual progress report will be tabled at an appropriate RBC Committee meeting at the earliest available opportunity following publication.
- Outcome measures: the Strategy sets out a headline target of achieving a 'net zero Reading by 2030'. The key means of measuring progress towards this objective is the national emissions inventory dataset published by Government annually by local authority area. Reporting and commentary against this metric will therefore be a key feature in the Partnership's annual progress report on strategy delivery.

## **10. EQUALITY AND INCLUSION**

### **10.1 Ensuring equality**

10.1.1 The composition of the Board as set out at Annex 1 is designed to reflect the diversity of the Borough of Reading's communities. Should a deficiency in representation from any one sector or section of the community be identified, however, the Board may use its co-option powers to address this as set out in 4.5.1.

10.1.2 The Partnership will actively value the benefits of diversity, ensure fair treatment and equality of opportunity, including representation and participation within the Partnership. In making future appointments to the Board, Board members will be mindful of the need for all sections of the community to be represented as far as possible, in addition to the person specification criteria at Annex 2.

10.1.3 The Partnership will consider the need for equalities impacts assessments when reviewing its strategic objectives as set out in the Strategy. Screening will be undertaken as part of the strategy development process, and should screening and/or public consultation suggest a need for a full equalities impact assessment then one will be conducted in line with the process used within RBC as host authority for the Partnership.

## **11. CONFLICTS OF INTEREST**

11.1 In a Board constituted from sectoral/thematic representatives, it is inevitable and indeed welcome that Board members will bring with them connections with external interests. The principle of transparency will therefore be key to managing conflicts of interest, whether perceived, potential or real - Board members will therefore be mindful of the Nolan principles as set out at 3.5.1 in fulfilling their duties to the Board, and will declare potential conflicts of interest in line with the provisions at 6.7.2.

11.2 Resolution of issues - in the event of a conflict of interest leading to a dispute within the Board which can not be resolved by the Board itself, advice will be taken from RBC's Assistant Director of Legal & Democratic Services with a view to achieving a satisfactory resolution. The advice of the Assistant Director of Legal & Democratic Services will be binding in such an eventuality.

## **12. RISK MANAGEMENT**

### **12.1 Key risks**

12.1.1 The key risks to the achievement of the Partnership's objectives, and associated mitigations, are:

- The action committed to by delivery partners within the Strategy not being delivered or not having the intended effect. This is most appropriately managed via the risk management processes of individual delivery partners. The Partnership's monitoring and reporting arrangements, as set out in section 13, will, however, ensure that delivery risk is monitored and reported so that corrective action can be taken.
- Central Government action/resources are not forthcoming as envisaged in RBC's Climate Emergency Declaration or are forthcoming in a way which does not align with local priorities and objectives. The Partnership's communication and engagement plan (as set out in the Strategy) and other relevant actions within the Strategy will seek to mitigate this risk.

12.1.2 RBC accepts a degree of risk in its capacity as host and accountable body for the Partnership. The key risks, and mitigations, in this regard are:

- Financial: the Partnership has contractual and other liabilities associated with employment which ultimately sit with RBC. The financial reserves policy outlined at 8.2 is designed to mitigate this risk by covering these liabilities. Observance of RBC financial policies regulations as set out in 8.3 will mitigate other financial risks.
- Reputational: inappropriate activity by the Partnership could potentially reflect on RBC in its capacity as host and accountable body. The communications protocol set out in 5.4 is designed to mitigate this risk by ensuring close liaison between the Partnership and RBC over communications.

## **13. Monitoring and reporting**

13.1 The monitoring and reporting arrangements for the Partnership will be as set out in the Strategy, i.e.:

- Progress with delivery of theme action plans will be monitored at quarterly Board meetings, using a template to be specified by the Board.
- An annual progress report on delivery of the Strategy on or around the anniversary of publication (November) will be presented to an appropriate RBC Committee for consideration at the nearest available opportunity thereafter.

13.2 In addition, the approved minutes of the Partnership Board will be submitted to the next available meeting of RBC's Strategic Environment, Planning and Transportation Committee.

**IN WITNESS** of which this Agreement has been duly executed by the parties.

**SIGNED** for and on behalf of Reading Borough Council

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Brighter Futures for Children

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Environment Agency

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Berkshire Healthcare NHS Foundation Trust

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Alliance for Cohesion and Racial Equality

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Thames Valley Berkshire Local Enterprise Partnership

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of University of Reading

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Greater Reading Environment Network

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Reading UK

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of RCAP Board

Signature: .....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of Reading Youth Council

Signature: .....

Name: .....

Position: .....

Date: .....

## ANNEX 1: COMPOSITION OF READING CLIMATE CHANGE PARTNERSHIP BOARD FROM JUNE 2021

SECTOR TO BE REPRESENTED	APPOINTING BODY	REPRESENTATIVE
Education and schools	Brighter Futures for Children	<i>New position – tbc</i>
Defra agencies	Environment Agency, Natural England	Chris Beales (provisional, subject to confirmation)
Local government	Reading Borough Council	Cllr Tony Page (provisional, subject to confirmation)
Health services	Berkshire Healthcare NHS Foundation Trust (in consultation with other NHS Trusts/Public Health England)	Paul Harrison (provisional, subject to confirmation)
Reading's diverse communities	Alliance for Cohesion and Racial Equality	<i>New position – tbc</i>
Business	Thames Valley Local Enterprise Partnership (LEP)	Tracey Rawling Church (provisional, subject to confirmation)
Higher education and research	University of Reading	Prof Tim Dixon (provisional, subject to confirmation)
Environmental NGOs and community groups	Greater Reading Environment Network	Trish Marcuse (provisional, subject to confirmation)
Small and medium sized enterprises in Reading	Reading UK	<i>New position – tbc</i>
Larger businesses in Reading	RCAP Board	Poppy Harris (Oracle UK) (provisional, subject to confirmation)
Young people	Reading Youth Council	Zara Khan MYP (provisional, subject to confirmation)

Seven theme leads will be appointed by the Board above but on appointment will become full members of the Board subject to the following conditions:

- Where a theme lead is already a Board member by virtue of performing one of the roles listed above, the relevant theme lead seat on the Board will remain vacant
- Where a theme lead's employing organisation is already represented on the Board, the relevant organisations will only have one voting member of the Board

The seven theme leads are currently:

THEME	THEME LEAD	POSITION
Communications & Engagement	Rachel Hazell	Volunteer theme lead
Energy & low carbon development	Ben Burfoot	Employed by RBC
Health & Wellbeing	Natalie Ganpatsingh	Volunteer theme lead
Nature	Trish Marcuse	Volunteer theme lead
Transport	Chris Maddocks	Employed by RBC
Resources	Paul Ducker	Volunteer theme lead
Water	Chris Beales	Employed by EA

Board meetings may also be attended by RBC's Head of Climate Strategy, on behalf of RBC as host authority, RBC's Sustainability Team Manager, as Treasurer for the Partnership, and the Partnership support officer, all in a non-voting capacity.

## **ANNEX 2: ROLE DESCRIPTION AND PERSON SPECIFICATION FOR BOARD MEMBERS, PARTNERSHIP CHAIRS AND THEME LEADS**

### **A. ROLE DESCRIPTION OF BOARD MEMBERS**

The role description for all Board members (sector representatives, theme leads and co-opted members) is as follows:

- Provide leadership on climate change in relevant sectoral/thematic context/wider community
- Contribute to the development and delivery of the Strategy (and successor strategies) and its constituent action plans
- Work with the Chair(s) and officer support to shape the agenda for Board meetings
- Initiate and/or participate in bi-lateral/multi-lateral dialogues with external organisations, delivery partners, businesses and potential funders to develop relationships for the purposes of delivering the Partnership's objectives
- Identify strategic issues and opportunities arising from relevant sectors/themes to bring to the attention of the Board
- Identify strategic needs and opportunities for collaboration within and between sectors/themes to maximise effective delivery of Partnership objectives
- Provide a conduit to/from the Board for stakeholders in the relevant sector/theme, listening to and communicating with a diverse range of people, organisations and opinions
- Contribute to quarterly monitoring and annual reporting of Strategy and action plan delivery,
- Contribute to and approve Partnership annual reports and other publications
- Establish sub-groups/task and finish groups as required to deliver the Partnership's objectives
- Be responsible for delivery and follow-up of actions as agreed at Board meetings
- Approve Partnership expenditure

### **B. PERSON SPECIFICATION FOR BOARD MEMBERS**

The person specification for Board members, to be considered by appointing bodies in the process of making appointments to the Board, and by the Board in the process of confirming the appointment of theme leads and co-opted members, is as follows:

Essential criteria<sup>1</sup>:

- A commitment to ambitious and urgent action on climate change
- Ability to speak credibly about taking action to tackle the climate emergency
- Ability to convene multiple organisations with different priorities and develop a consensus leading to collective commitment and action on climate change
- Experience of serving on or leading groups of a similar nature
- Ability to engage at a senior level, with a broad spectrum of both organisations and opinions
- Strong presentation and communication skills
- Track record of overseeing and managing delivery of ambitious action plans

Desirable criteria:

- Experience of change management processes
- Experience of recruitment and performance management processes

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<sup>1</sup> 'Essential' criteria may be waived where it would be unreasonable to expect the sector representative to meet the criteria (e.g. experience/track record in the case of the representative for 'young people').

- Experience/ability to work with all three sectors – public, private and third sector - and the ability to gain the cooperation of new and existing partners
- Ability to increase the positive public profile of the partnership
- Experience in overseeing financially viable organisations, including fund-raising

### **C. ADDITIONAL ROLES AND RESPONSIBILITIES OF PARTNERSHIP CHAIR(S)**

In addition to the roles and responsibilities of Board members identified above, the Chair(s) will:

- Chair Board meetings (currently four meetings p.a. minimum)
- Take the lead in planning the agenda for Board meetings
- Champion climate action at a senior level within existing networks, business and the community
- Develop the work programme and contribute to performance management and appraisal of partnership staff in conjunction with RBC Sustainability Team Manager as formal line manager
- Present on behalf of the Partnership at high-profile events
- Represent the Partnership for the purposes of publicity and media work
- Oversee the Partnership's finances in conjunction with RBC Sustainability Team Manager as Treasurer of the Partnership

### **D. ADDITIONAL ROLES AND RESPONSIBILITIES OF THEME LEADS**

In addition to the roles and responsibilities of Board members identified above, theme leads will:

- Co-ordinate delivery of the relevant theme action plan, liaising with delivery partners and others as necessary to encourage timely and efficient delivery of actions
- Report to the Board on a quarterly basis on progress with theme action plan delivery, in a format specified by the Board
- Contribute to the Partnership's annual report on Strategy delivery (November) and the identification of any corrective action arising from this
- Convene bi-lateral/multi-lateral dialogues with delivery partners and others to ensure effective and timely delivery of action plans in line with the guidance for theme leads at Annex 3.
- Establish and chair a theme group and/or sub-groups as required.

## **ANNEX 3: GUIDANCE FOR THEME LEADS**

### **A. Purpose of Climate Strategy Themes**

During the development of the Reading Climate Emergency Strategy 2020-25, six key policy themes were identified as a logical basis for structuring the strategy document (energy, transport, resources, water, nature and health). An action plan was developed around each theme and while this provided a rational basis for the document's structure, the boundaries between themes are necessarily fluid. Subsequently, a seventh cross-cutting theme was identified (communications and engagement) and an action plan for this included within the Strategy.

### **B. Role of theme leads**

During the strategy development process, a theme lead was identified by the Reading Climate Change Partnership Board to co-ordinate development of the relevant action plan and feed into the wider process. The role of Theme Leads was not previously documented but is now being defined as follows:

- To co-ordinate delivery of the relevant theme action plan, liaising with delivery partners and others as necessary to encourage timely and efficient delivery of actions
- To report to the Board on a quarterly basis on progress with theme action plan delivery, in a format specified by the Board
- To contribute to the Partnership's annual report on Strategy delivery (November) and the identification of any corrective action arising from this
- To convene bi-lateral/multi-lateral dialogues with delivery partners and others to ensure effective and timely delivery of action plans in line with this guidance for theme leads
- To establish and chair a theme group and/or sub-groups if required

### **C. Role of theme group**

During the Strategy development process, each theme had a theme group of interested parties who contributed to the drafting process for the action plans. As the Partnership moves from strategy development to implementation, the nature of these theme groups is evolving, and it is not therefore possible to be prescriptive about whether and how each theme now needs a 'theme group' as originally constituted to take forward the action plan.

Some theme groups are well established, geared up for delivery and are likely to continue in their current format. Other theme groups have effectively been discontinued/disbanded, and may or may not need to be re-convened in their original or alternative formats. The key is for theme leads to maintain a meaningful dialogue with key delivery partners, and wider stakeholders where this will support or enable delivery. Where the establishment of an identifiable theme group will assist in this, chairs have the freedom to establish one, subject to ratification by the Board; where chairs believe that their role can be performed without the establishment of a theme group and is, for example, better assisted by maintaining a dialogue with key delivery partners, that is a matter for the theme lead's discretion.

Where a Theme Lead believes that a Theme Group is necessary, the guidance at section D of this annex will apply.

#### **D. Guidelines for Theme Groups where established**

Where a theme group is established:

- The theme lead will prepare Terms of Reference and submit these to the Board for approval
- Terms of Reference for theme groups should generally reflect the need to support the theme lead in their role as defined above at section B of this Annex
- The frequency of theme group meetings will be a matter for the theme lead's discretion but up to 4 meetings a year might be advisable (e.g. to align with the quarterly reporting schedule), depending on the Terms of Reference for the Theme Group
- Theme group meetings need not be minuted or reported to the Board, though theme leads would be advised to maintain a record of any actions agreed
- Theme Groups will not have delegated budgets so any need for financial support identified should be raised with the Board
- This guidance, and the Terms of Reference of the theme group, should be shared with all members of a theme group at the point which they join the group, in the interests of establishing clarity about the role of the group and setting the expectations of individual theme group members.
- Invitations to join a theme group will be at the theme lead's discretion though proposed membership should be reported to the Board
- The number of theme groups members will be at the theme lead's discretion though a maximum of 20 members is recommended. Theme leads may wish to maintain contact with a wider 'reference group', however, in excess of this number, again at their discretion.

#### **E. Management of theme group meetings**

The purpose of theme groups and theme group meetings is primarily to focus on the positive, collective action needed to deliver the objectives and specific action plan of the relevant theme. Theme group meetings should therefore be conducted in the spirit of mutual support and encouragement, and not be used as an opportunity to lobby, criticise or embarrass any individual delivery partner or group of partners. Theme Group members who fail to operate within this spirit may be asked to withdraw from the theme group by the theme lead.

The principles to those set out in 5.4.1 of the Partnership Agreement also apply to theme groups, namely: 'Climate action is everyone's responsibility. In this context, Board members, theme group members and members of the Network share accountability and will treat each other with mutual trust and respect in the context of this shared accountability for delivery of Partnership objectives. Failure to observe this principle may result in censure by the Board and, in the event of serious or repeated breaches, may ultimately result in exclusion from the Board, theme groups or the Network'.

**ANNEX 4: CLIMATE STRATEGY THEME/POLICY AREA AND RBC LEAD OFFICERS (CORRECT AT 10 MAY 2021 AS APPROVED BY RBC CLIMATE PROGRAMME BOARD)**

STRATEGY THEME	POLICY/SUBJECT AREA	RBC TEAM	LEAD OFFICER
ENERGY & LOW CARBON DEVELOPMENT	Energy	Climate Strategy & Sustainability	Sustainability Manager (Ben Burfoot)
	Housing	Housing & Communities	Strategic Housing Finance and Development Manager (Sarah Tapliss)
	Planning/low carbon development	Planning, Transport & Regulatory Services	Planning Policy Team Leader (Mark Worringham)
TRANSPORT	Transport	Planning, Transport & Regulatory Services	Strategic Transport Manager (Chris Maddocks)
RESOURCES	Resources/waste	Environment & Commercial Services	Oliver Burt (re3 Strategic Waste Manager and Project Director)
WATER	Water/flood risk	Environment & Commercial Services	Streetcare Services Manager (Sam Shean)
NATURE	Landscape and biodiversity	Environment & Commercial Services	Landscape Services Manager (Carolyn Jenkins)
	Parks and open spaces	Environment & Commercial Services	Parks & Open Spaces Manager (Andy Gillespie)
HEALTH & WELLBEING	Health & Well-being	Public Health	Public Health Consultant (Karen Buckley)
COMMS & ENGAGEMENT	Communications & Engagement	Communications	Media & Comms Manager (Amanda McDonnell)

The role of RBC lead officers in this context will be:

- To ensure that actions within the relevant policy area where RBC is identified as a delivery partner are taken forward in accordance with the relevant action plan
- To liaise with partners (internal and external) to ensure effective, efficient and timely delivery of these actions
- To liaise with the RBC Climate Strategy & Sustainability Team as required to ensure good co-ordination and communication across RBC's work in support of Strategy delivery
- To attend relevant Theme Group meetings as and when required, and to provide constructive input to these on behalf of RBC as a key delivery partner (NB Themes are structured in different ways and are at different stages of development – not all Theme Groups hold regular meetings but those that do meet up to 4 x p.a.).

The role of RBC lead officers in this context will be specific to the relevant posts (rather than to the individuals occupying those posts) to ensure continuity in the event of staff turnover. As such there will be an obligation on the relevant Assistant Director to ensure that the officers in these roles are aware of their responsibilities, are discharging them effectively and that these are borne in mind in the context of any recruitment, re-allocation of roles or restructuring affecting the relevant posts.