

# Joint Memorandum of Understanding

Between

The Chartered Institute of Library and Information Professionals in Scotland (hereafter 'CILIPS') and

The Chartered Institute of Library and Information Professionals (hereafter 'CILIP')

(Jointly referred to as the 'Parties' to this MoU)

Agreed on the:

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## 1. Understanding

- 1.1. This Memorandum of Understanding describes the membership and financial arrangements between the Parties and makes no change to the legal basis of our affiliation established under the 1995 Legal Agreement (referred to below)
- 1.2. The MoU supplements agreements already in place between the two organisations:
  - The affiliation agreement of 1931 which established the partnership between both organisations, and;
  - The 1995 Legal Agreement which clarified the responsibilities of both Parties
- 1.3. CILIP and CILIPS are independent organisations with a common set of aims and strategic priorities. We will work together on a partnership basis to represent and promote the interests of members of CILIP. (see Section 2.1c 'Mutuality' below).
- 1.4. Under the terms of this Memorandum of Understanding:
  - The Parties will reach a periodic agreement (see Section 8: Financing below) about the use of CILIP income to deliver services to members of CILIP in Scotland (initially, the period of this agreement will be for 4 years to match the schedule for this MoU, and thereafter will normally be for 5 years concurrent with the term of the MoU);
  - Part of this income will be used by CILIPS to cover the costs of staffing and delivery of Scotland-specific activity;
  - An agreed level of resource will be deployed by CILIP to make available relevant central services which support the delivery of CILIPS' work (see Appendix B 'Shared Services').

## 2. High-level principles

- 2.1 The Parties have agreed the following 'high-level' principles by which this Memorandum of Understanding will be governed:

a) Distinct nature of Scottish representation

The Parties recognise that the nature of the responsibilities of CILIP and CILIPS are derived from the distinct constitutional, legal, educational and devolved political context in Scotland.

b) Independence and affiliation

The Parties agree that legal advice received in 2014 clarified that CILIPS is a legally distinct body affiliated to CILIP, maintaining the status arising from the 1931 and 1995 Agreements.

c) Mutuality

The Parties agree the principle of 'mutuality' - i.e. that both should benefit equally from the relationship and share equally in the outcomes delivered under this Memorandum of Agreement.

The Parties recognise the mutual benefit for members in Scotland and elsewhere in the UK of a continuing relationship in which membership of CILIPS arises from membership of CILIP, maintaining recognition of mutual issues and principles in separate and distinct legal, political and educational environments.

### **3. Common aims for this Memorandum of Understanding**

3.1 CILIP and CILIPS share the common aim of delivering public benefit by improving the profile, recognition and status of the information and knowledge management and library professions.

3.2 The Parties share the following overall aims:

- Delivering value for members;
- Maximising efficiency;
- Promoting communication and collaboration;
- Increasing the impact of our work together;
- Sharing good practice;
- Sharing insight into future plans; and
- Agreeing financial arrangements

3.3 In addition, the Parties share the following intended outcomes for this MoU:

- Recognising and strengthening the parity of esteem between the Parties, including at Trustee and Presidential level;
- Ensuring that CILIP members in Scotland continue to receive a high standard of support and representation about the issues that matter to them;
- Working together to ensure the delivery of all of the priorities and objectives set out in *Securing the Future*, the CILIP Action Plan 2016-2020, including working together to grow CILIP's membership base;
- Ensuring the respective roles of the Parties are understood by members and stakeholders;
- Enabling the Parties to work together on a common programme of activity and support while also pursuing their respective programmes and priorities independently where appropriate;

- Continuing to provide a strong advocacy voice for the information and library sectors;
- Agreeing a fair funding model which reflects the needs and aspirations of CILIP members in Scotland

#### **4. Joint definition of activities in the scope of this MoU**

4.1. Under this Memorandum of Understanding CILIP and CILIPS share the following priorities as set out in the *CILIP Action Plan 2016-2020*:

- Advocacy
- Workforce development
- Member services
- Standards and innovation
- Governance

4.2. A joint definition of relevant activities within the scope of this MoU is provided in Appendix A.

#### **5. CILIP Responsibilities**

5.1. CILIP (formerly the Library Association) is the information and library association for the UK. CILIP is a Registered Charity in England and Wales (Charity No. 313014). Their Charitable Objectives are set out in their Royal Charter as being *“to work for the benefit of the public to promote education and knowledge through the establishment and development of libraries and information services and to advance information science (being the science and practice of the collection, collation, evaluation and organised dissemination of information)”*.

5.2. CILIP’s 2020 goal is to ‘put information and library skills and professional values at the heart of an equal, democratic and prosperous society’.

5.3. Under this Memorandum of Understanding CILIP is responsible for the provision of the core CILIP offer for CILIP members in Scotland as detailed in Appendix C

5.4. In addition, under this Memorandum of Understanding, CILIP is accountable to CILIPS for:

- Maintaining the membership register and providing CILIPS with an up to date list of Scottish members by a specified date each month;
- Providing CILIPS staff with training and product knowledge on those CILIP products and services to be marketed in Scotland;
- Agreeing with CILIPS a plan detailing how the views of Scotland members will be considered when planning UK activities and policies affecting them over the course of this MoU;
- Ensuring that agreed funding is made available to CILIPS at specified intervals
- Supporting member recruitment initiatives in Scotland in partnership with CILIPS

#### **6. CILIPS Responsibilities**

6.1. CILIP in Scotland (formerly Scottish Library Association) was formed in 1908 and affiliated with CILIP (formerly the 'Library Association') in 1931, retaining its own constitution and separate governance arrangements.

CILIPS is a Scottish Charitable Incorporated Organisation registered with the Office of the Scottish Charity Regulator (OSCR) (Registration No. SCO38532) and funds its own office in Glasgow. CILIPS' charitable objectives are:

- to support the principle of equality of access to information, ideas and works of imagination, as fundamental elements of Scotland's economy, democracy, culture and civilisation;
- to enable members to achieve and maintain the highest professional standards in all aspects of delivering library and information services for the good of the people of Scotland; and
- to work with relevant Scottish organisations and CILIP to set, maintain and promote standards of excellence in the creation, management, exploitation and sharing of information and knowledge resources in Scotland.

6.2. Under this Memorandum of Understanding, CILIPS is responsible for:

- Retaining sufficient staffing to deliver the programme of work as set out in their Operational Plan and the activities defined in the scope of this Memorandum of Understanding (set out under Appendix A (for the duration of this agreement two posts, 1 x Director; 1 x Policy and Digital Officer);
- Providing support for delivery of the CILIP core offer in Scotland (detailed in appendix under [5.3] above);
- Providing support for Branch delivery of events, training, professional registration, CPD opportunities and other networking activities;
- Advocacy for the interests of professionals who deliver information and library services in Scotland;
- Advocacy for the function and value of library, information and knowledge services in Scotland reflecting the Scottish context, including campaigns and direct advocacy activity;
- Frontline member services for CILIP members in Scotland driven by national (Scottish) requirements and aspirations;
- Partnership work (including international partnerships as appropriate) in furtherance of shared and CILIPS aims and objectives.

## **7. Information and Communication**

7.1. Both Parties recognise that the success of the MoU is dependent upon open and transparent communication, cooperation and consultation.

7.2. Under the terms of this MoU both Parties agree to the sharing of:

- Relevant management intelligence and statistics;
- Board papers;
- Regular statements of membership income raised in Scotland

7.3. It is important to the effective management and delivery of the respective and joint responsibilities set out in this Memorandum of Understanding that there is regular communication between the CILIPS Director and CILIP CEO. Both parties will therefore undertake to:

- Hold regular scheduled catch-up meetings via telephone/teleconference;
- Meet in person twice annually to review the activities under the MOU and agree any changes;
- Share information in mutual confidence on an ongoing basis relevant to the management of the activities.

7.4. The CILIP CEO will ensure that the CILIPS Director has access to papers, minutes and other material from the CILIP Senior Management Team to facilitate effective and timely ongoing communication and collaboration.

7.5. Research, reports and such other materials as may be relevant to the delivery of the activities will be shared openly and transparently between the parties.

7.6. Both parties commit to a culture of mutual engagement on equal terms between Trustee Boards, including reciprocal standing invitations to relevant officers to attend Board meetings.

## **8. Financing**

8.1. CILIP members in Scotland have a reasonable expectation that CILIP income will be made available to enable CILIPS to deliver services and activities specific to the unique and distinct nature of the Scottish context, as set out in Appendix A including for the duration of this agreement the amount of £22,000 and full cost (including national insurance and pension contributions, employer and public liability insurance and payroll) of staffing as set out in 6.2.

8.2. CILIP and CILIPS will negotiate and agree a sustainable funding approach to support the aims and objectives of this MoU (to be reviewed in 2018 and 2020 and every 4 years thereafter, concurrent with the review period for this Memorandum of Understanding).

8.3. In addition, both CILIP and CILIPS may undertake activity to generate revenues to deliver nation-specific projects.

8.4. The funding formula is not explicitly tied to membership numbers or to membership-based income.

8.5. The value of the funding formula during the period of the MoU will not fall below the 2017 agreed funding.

## **9. Staffing**

9.1. Both CILIP and CILIPS will retain sufficient staffing to deliver the programme of work as set out in our respective plans and defined in the scope of this Memorandum of Understanding as set out in Appendix A (see also [6.2].)

## **10. Management of this Memorandum of Understanding**

10.1. The Memorandum of Understanding is held jointly between CILIP and CILIPS.

10.2. The period of this initial Memorandum of Understanding runs concurrently with the CILIP *Action Plan 2016-2020*, which concludes in December 2020. Thereafter, the Memorandum of Understanding will normally run for 5 years, reviewed on an annual basis (concurrent with the Finance Review).

## **11. Annual review**

11.1. Both Parties agree to meet annually to review the operation of this Memorandum of Understanding, identify successes and areas for improvement and to agree actions to ensure that it continues to deliver our shared aims.

11.2. This review will include assessment to be completed jointly by the Parties with due consideration to:

- Member satisfaction and value
- External stakeholder satisfaction and value
- The extent to which activities build capacity, drive new knowledge or innovation
- Financial performance
- Internal business & strategic drivers

11.3. A record of this review and any resulting actions will be agreed by both Parties each year and made available to the membership in accordance with the principle of open communication

## **12. Mediation**

12.1. In the event that the Parties find themselves in conflict in relation to the operation of this Memorandum of Understanding, both will undertake to enter into dialogue in good faith to seek a mutually satisfactory resolution.

12.2. In the event that no such mutually satisfactory resolution can be found, both Parties will submit to Mediation via an agreed 3<sup>rd</sup> party mediation service with the ultimate aim of seeking a mutually acceptable resolution in the interests of the membership.

## **13. Representation**

13.1. CILIP and CILIPS are affiliated to each other and may from time to time make representation on one another's behalf in the execution of their respective responsibilities.

13.2. Both Parties will use best endeavours to avoid bringing the reputation of the other into disrepute or otherwise causing unnecessary reputational risk to the other. Where an action is to be taken which may give rise to a material risk, both Parties will undertake to inform the other and to discuss it with them prior to the action taking place.

13.3. Neither of the Parties may enter into legally-binding agreement or contract on the part of the other Party without that Party's express prior consent.

## **14. Termination**

14.1. The Memorandum of Understanding is understood in any case to conclude at the end of the period (being in this case to the end of December 2020) and that at least 6 months prior to this point the Parties will undertake to meet and agree whether to roll the MoU forward, extend or amend it or conclude it.

- 14.2. Both parties retain the right to terminate this Memorandum of Understanding, such right not to be exercised unreasonably and subject to provision of notice in writing of not less than 12 months.
- 14.3. Given the affiliated status of the Parties, any termination to this Memorandum of Understanding is likely to present significant implications for CILIP and CILIPS. We therefore undertake as a joint principle not to exercise the right of termination without first engaging as joint Parties to this MoU in order to understand and account for these implications.
- 14.4. In the event that either Party seeks to terminate the Agreement, both Parties will undertake to meet and to discuss the process, the implications and any risk to continuity of service to or support for members. An Action Plan will be drawn up and a transparent communication to the membership will be agreed between the Parties.
- 14.5. In the event of a termination, both Parties will cease within 6 months of the termination date to use trademarked material or intellectual property belonging to the other party. All materials relating to this trademarked material or intellectual property will be reverted to the other party in full by this point.

## **15. Agreement**

- 15.1. This Memorandum of Understanding is brought into force by mutual agreement between the Parties, indicated by the following signatories:

**Signed on behalf of CILIPS:**

**Print name:**

**Date:**

**Signed on behalf of CILIP:**

**Print name:**

**Date:**

## Appendix A: Joint definition of the scope of work governed under this Memorandum of Understanding

The following responsibilities are understood to be **in scope** for this Memorandum of Understanding (structured around the 5 priorities set out in the CILIP Action Plan 2016-2020):

### Strategic priorities

Priority:	Responsibilities:	CILIP*	CILIPS**	Joint***
Advocacy	Evidence			
	Campaigns			
	Influence			
	Policy development			
	Ethics			
	Research			
	Communications			
	Policy Unit			
	Awards			
Workforce development	Public Libraries Skills Strategy PLSS			
	UK Information Skills Strategy UK ISS			
	Workforce database			
	Recognition			
	Facet			
	Update			
	CILIP UK Conference			
	CILIPS Conference			
	Events			
	VLE			
	Training			
	Diversity & equality			
	Accreditation			
	Membership	Sales & marketing		
Member support				
Employer engagement				
Renewals				
Networks/Branches				
Membership model				
Standards & innovation	Standards			
	RDA			
Operations & governance	Digital			
	Planning			
	CILIP Board and governance			
	CILIPS Trustee Board and Governance			
	Financial management			

\* Activities in the 'CILIP' column are undertaken solely by CILIP

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\*\*\* Activities in the 'Joint' column are undertaken jointly by CILIP and CILIPS but will be customised to reflect the uniqueness of the Scottish context.

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## Appendix B: Shared Services

CILIP employs a professional staff based at their registered offices in London for the purposes of delivering their charitable objects, as defined under their Royal Charter.

CILIP is committed to providing timely and effective support to CILIPS in delivering value for members in Scotland. In addition to the range of activities described under this MoU, CILIP will make available a range of central services to support the work of CILIPS, subject to available capacity.

CILIP services that will be made available to support the work of CILIPS, subject to annual CILIP budget and capacity include:

- Availability of ICT and communications tools (responding to the requirements set out in the Improvement and Development Programme and subject to a mutually-agreed implementation plan);
- Research and evidence appropriate to the Scottish context;
- Marketing and communications materials customised to the Scottish context;
- Access to media monitoring and reporting sources which include the Scottish context;
- Member services support;
- Targeted member recruitment in Scotland;
- Support for UK-wide programmes in the *CILIP Action Plan 2016-2020*;

The provision of this support will be actively monitored by the parties and regular reports provided to the Trustee Board to ensure that the commitments are honoured.

## Appendix C: CILIP Core Offer

- Professional development
  - Professional Registration (including revalidation)
  - PKSB
  - VLE
- Informative and educational content (LIS journals, CILIP publications, ebulletins)
  - Regular CILIP magazine
  - Journals including Library and Information Science Abstracts (LISA)
  - Proquest Library Service
  - Journal of Information Science (JIS)
  - Journal of Librarianship and Information Science (JOLIS)
  - Health Informatics Journal
  - IFLA Journal
  - Full text of two articles from Business Information Review each month
- Careers advice and professional support
  - Careers Hub
  - Careers webinars
  - Careers events
  - Employment law advice
  - Grants and bursaries
  - Benevolent Fund
  - International Job Exchange (LIBEX)
- Networking and community
  - Special Interest Groups
  - Events (Member Networks, Executive Briefings and Conferences)
- Special deals and discounts
  - Tax relief on CILIP subscription
  - 20% off Facet books
  - Reduced IFLA Congress registration
  - British Library Reader Pass
  - Club Membership (Royal Overseas League)
  - Discounts on CILIP events
- UK-wide advocacy and campaigning
  - Knowledge and Information Management
  - Information Literacy
  - Copyright
  - eLending
  - Social justice

Other policy agendas