

## Partnership Agreement

This document sets out the basis on which the Chartered Institute of Library and Information Professionals (hereafter 'CILIP') will partner with CILIP in Scotland (hereafter 'CILIPS'), an independently registered legal entity (Registration No SCO38532) based in Scotland.

This agreement was updated in Nov 2023 and will run on a rolling annual basis from 2024 onwards.

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### 1. Understanding

- 1.1. CILIP is the UK's information and library association, operating under Royal Charter to unite, develop and promote the interests of information professionals and librarians living and working in the UK.
- 1.2. CILIPS (formerly the Scottish Library Association) was formed in 1908 and affiliated with CILIP in 1931, retaining its own constitution and governance structure. It became a Scottish Charitable Incorporated Association (SCIO) on the 28<sup>th</sup> October 2016 (between August 2007 and October 2016 it was an Unincorporated Association).
- 1.3. CILIPS SCIO and CILIP work in affiliation governed by legal agreements dated 1931 and 1995, to support and represent CILIP members living and working in Scotland.
- 1.4. Under the terms of this Partnership Agreement:
  - CILIP and CILIPS will work together to achieve the outcomes set out in the Key Performance Indicators (KPI) – see Section 4 of this Agreement.
  - CILIP and CILIPS will agree an annual Grant sufficient to cover the costs of delivery of these KPI;
  - CILIP will retain such staff as it deems necessary for the delivery of the activities governed under this Agreement, who will be deployed to work with CILIPS.
  - For the purposes of compliance and to ensure that the employment status of the deployed staff is clear, CILIP have registered as a cross-border Charity in support of this agreement.
  - CILIPS SCIO will continue to deliver its own programmes and activities (for the agreed benefit of members and the wider library and information sector in Scotland), funded and staffed independently of the KPI covered by this agreement.
  - In recognition of the relationship and the independence of each organisation, CILIP will exclude CILIPS finances from its annual accounts and vice versa.
  - The CILIPS Trustee Board is responsible for overseeing delivery against the KPI covered by this agreement.
- 1.5. CILIP staff deployed in Scotland will have equitable access with all other CILIP employees, to CILIP systems and that, where appropriate, CILIP will undertake to provide support and equipment for this purpose.

## **2. High-level principles**

2.1 CILIP and CILIPS have discussed the following 'high level principles' which will inform the management of this partnership:

a) Distinct nature of Scottish representation

CILIP and CILIPS recognise the equal standing of both organisations and the distinct constitutional, legal, educational and devolved political context in Scotland. CILIP and CILIPS work together to ensure that activities reflect and are appropriate to this distinct context.

b) Independence and affiliation

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

c) Mutuality

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 CILIP and CILIPS**

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; and
- Agreeing financial arrangements.

3.3 In addition, the Parties share the following intended outcomes:

- 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 shared priorities and objectives including working together to grow and retain 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 and cost-effective financial model which reflects the needs and aspirations of CILIP members in Scotland.

#### **4. Key Performance Indicators**

4.1 CILIP and CILIPS work in partnership to achieve better outcomes for CILIP members and the wider library, information and knowledge profession in Scotland.

4.2 We have agreed that CILIPS will support appropriate CILIP Key Performance Indicators (KPI) and will track progress towards these outcomes. These KPI will be updated and agreed on a regular basis to reflect evolving priorities and targets.

(Table deleted with metrics from here)

**Supplementary Note – events**

CILIP in Scotland runs its own events each year independently of CILIP but to the benefit of all CILIP members in Scotland. For example, The CILIPS Conference is a product of CILIP in Scotland and pre-dates this agreement with CILIP.

Under the provisions of this agreement, CILIPS will continue to run events at the discretion of the CILIPS Trustee Board. Support is also provided by CILIP staff deployed to work with CILIP in Scotland, in recognition of the contribution which these events make to the KPIs documented in this agreement.

In the event of a termination of this agreement, CILIP will consider provisions for events for CILIP members in Scotland.

**5. Information and Communication**

5.1 CILIP and CILIPS are committed to ongoing open, timely and effective communication.

5.2 To ensure this, we have agreed the following schedule of communications:

Board-level	<ul style="list-style-type: none"> <li>• The CILIP Board and CILIPS Trustee Board will enjoy reciprocal rights to attend each others’ meetings as an Observer (both parties retain the right to hold ‘in camera’ sessions where necessary/appropriate)</li> <li>• The CILIP Chair and CILIPS Chair will speak on a regular basis to ensure ongoing oversight of the agreement, identify opportunities and address issues for resolution.</li> </ul>
Management	<ul style="list-style-type: none"> <li>• The CILIP in Scotland Head will be invited to attend Senior Leadership Team meetings (virtually or in person)</li> <li>• The CILIP Chief Executive and Head of CILIP in Scotland will also meet once a month for a regular scheduled catch up (virtually or in person)</li> <li>• The CILIP CEO will continue to receive all CILIPS SCIO Board papers (including those for AGM) together with an invitation to attend CILIPS SCIO Board meetings in accordance with CILIPS SCIO Rules and Regulations</li> <li>• As a member of the SLT, the Head of CILIP in Scotland will receive copies of papers and minutes relating to SLT activities</li> </ul>
Staff	<ul style="list-style-type: none"> <li>• CILIP staff based in Scotland will liaise on an ongoing and regular basis with CILIP staff based elsewhere in the UK, including in the central office in London and with colleagues in Wales and Northern Ireland</li> </ul>

5.3 Under this agreement, CILIP staff based in Scotland will make every effort to be a visible ‘presence’ for colleagues based elsewhere in the UK.

## **6. Use of CILIP data and systems**

- 6.1 *Your Membership* is the GDPR-compliant Association Management software which CILIP uses to manage relationships with members. Informz is the linked email communications management platform which CILIP uses for all member communications. Use of *Your Membership* and *Informz* by CILIP staff deployed with CILIP in Scotland on activities governed under this agreement is a mandatory requirement.
- 6.2 CILIP staff deployed with CILIP in Scotland will access and use member data within *Your Membership* and *Informz* on behalf of CILIP for the purposes of the activities governed under this agreement. For this reason, there is no transfer of ownership of data from CILIP to CILIP in Scotland.

## **7. Finance & reporting**

- 7.1. For the sake of clarity, the financial settlement attached to this agreement covers only those elements not associated with staffing.
- 7.2. Staffing costs, including salaries and on-costs, associated with the fulfilment of this agreement will be covered by CILIP on the basis that the staff involved are CILIP employees under contract to CILIP and deployed with CILIP in Scotland.
- 7.3. The total additional funding will be agreed each year via an in person or virtual meeting between the CILIP and CILIPS Treasurers and the CILIP CEO and Head of CILIPS. These funds may be used solely for the purposes set out in this agreement.
- 7.4. Expenditure will be shared via regular financial reports shared with the CILIP CEO as part of the CILIPS Trustee Board papers
- 7.5. CILIPS may also be asked to provide such additional information in support of the CILIP audit as may be required by the CILIP Auditors in relation to the funding allocation in 7.3.

## **8. Staffing**

- 8.1. CILIP will retain such staffing capacity as is deemed necessary by both organisations for the delivery of the activities specified under this partnership.
- 8.2. As employees of CILIP, those staff deployed in Scotland are, in common with all CILIP employees, subject to the policies (eg on GDPR and brand identity) and service conditions associated with the CILIP contract of employment.

## **9. Management of this agreement**

- 9.1. This agreement will be managed by CILIP CEO and the Chair of CILIPS Trustee Board, with support from Head of CILIPS where necessary.

## **10. Annual review**

- 10.1. In addition to the ongoing management of this agreement, CILIP and CILIPS will meet regularly (at least once every two years) to review the delivery of services, identify successes and areas for improvement and to agree actions to ensure that it continues to deliver the aims specified.
- 10.2. This review will include assessment to be completed jointly by CILIP and CILIPS with due consideration to the outcomes defined in the KPIs.

## **11. Termination**

- 11.1. This agreement can be terminated by either party providing six months' notice in writing.
- 11.2. If this agreement is terminated, CILIP will review the allocation of CILIP staff deployed with CILIP in Scotland and seek to re-deploy them elsewhere within CILIP.
- 11.3. If this agreement is terminated, CILIP in Scotland will:
  - i) Call an EGM/AGM giving notice of formal dissolution of its 1931 affiliation agreement with CILIP, the 1995 agreement and to relinquish use of the CILIP brand.
  - ii) Seeking approval for a re-constituted, re-titled organisation.
  - iii) Initiate with OSCR de-registration of CILIPS SCIO and re-registration with new title.
  - iv) Remove the name 'CILIP and CILIPS' from all branded materials both physical and on the Web.
  - v) Revert to CILIP all material, data, printed and electronic collateral and any other resources belonging to CILIP.
  - vi) Write to CILIP within 6 months of notification confirming that these actions have been carried out.

## **12. Representation**

- 12.1. 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.
- 12.2. CILIP and CILIPS 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 CILIP and CILIPS will undertake to inform the other and to discuss it with them prior to the action taking place.
- 12.3. Neither CILIP nor CILIPS may enter into legally binding agreement or contract on the part of the other without their express prior consent.
- 12.4. CILIPS will ensure that branding, communications and messaging are consistent with the CILIP Brand Guidelines and house style.

## **13. Agreement**

- 13.1. This Partnership Agreement 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:**