

PLEASE NOTE THAT THIS DOCUMENT IS IN DRAFT FORM AND HAS NOT YET BEEN SIGNED.
IT IS SHARED FOR DISCUSSION AND CONSIDERATION BY FRIENDS ACROSS THE YEARLY
MEETING.

Memorandum of Understanding

Between the Organisations together comprising the Religious Society of Friends (Quakers) in Britain (the “Society”), as represented by their Trustee bodies.

Background:

This Memorandum of Understanding (“**MoU**”) sets out the terms and understanding between the Organisations who have signed and adopted it in relation to:

- A) their roles as independent organisations forming the legal structure which supports the Religious Society of Friends (Quakers) in Britain, and
- B) the general religious and charitable purposes of the Religious Society of Friends (Quakers) in Britain and beyond.

Our national and local organisations all exist to support our worship and witness as a united faith community. We are committed to working together and supporting each other using established Quaker practices as set out in *Quaker faith & practice*. We have a responsibility to comply with the law (including, where relevant, charity law and duties as charity trustees) in order to deliver a safe, inclusive and equitable environment for members, attenders, role-holders, employees, and other parties with whom we interact. We recognise that the actions of one organisation within our community may have implications for the reputation of other organisations and of the whole Society.

This MoU documents the relationship of the organisations forming the Society to each other and provides a framework within which they can support each other and hold each other to account.

The organisations who have signed this MoU are listed at Appendix 1. This MoU was adopted by the original organisations under the authority of Quaker Life Central Committee on [insert date].

1. Definitions

“BYM”	means Britain Yearly Meeting of the Religious Society of Friends (Quakers), meaning the charity registered as charity number 1127633, the trustees of which are signatories to this MoU on behalf of BYM;
“BYM Contact Points”	means the email addresses included in appendix 8 as amended by notice from time to time;
“Charity Commission”	means the regulator for charities in England and Wales;

“Meeting for Sufferings”	means the standing representative body of the Society;
“Organisations”	means the Quaker bodies, as represented by their Trustee bodies, that are signatories to this MoU from time to time, who comprise independent charities (including exempt and registered charities, Charitable Incorporated Organisations and Scottish Charitable Incorporated Organisations) whose object as set out in their governing document is “ <i>the furtherance of the general religious and charitable purposes of the Religious Society of Friends (Quakers) in [Britain or another geographic area within Britain]</i> ”,
“OSCR”	means the Office of the Scottish Charity Regulator, the regulator for Scotland’s charities;
“Quakers”	means members and regular attenders of the Society;
“ <i>Quaker faith & practice</i> ”	means the book of Christian discipline of BYM, as updated from time to time and made available online via the BYM website;
“Quaker Life Central Committee”	means the central committee of BYM which exists to support and strengthen Quaker communities throughout the Yearly Meeting;
“Society”	means The Religious Society of Friends (Quakers) in Britain, meaning the community of Quakers in Britain, including individuals, Local, Area, General Meetings and BYM as set out in <i>Quaker faith & practice</i> from time to time;
“Trustees Handbook”	means the guidance document produced and updated from time to time by BYM employees, with oversight from Quaker Life Central Committee, which supports trustees of Area and General meetings
“we” or “our”	means, where the context requires, the Organisations and/or the individual signatories to this MoU

2. Introduction

This MoU sets out the principles underlying the relationship between the Organisations as they pursue their shared purposes. It is a statement of cooperation and communication and is not intended to create legal duties between the Organisations.

The relationship between the Organisations is that of independent organisations with a common set of beliefs and practices. This MoU does not create a partnership, agency, franchise or employment between the Organisations, nor does it indicate or confirm authority of one Organisation over another.

Should any signatory to this MoU change their legal name, the Trustees of that body should inform their usual staff contact at BYM, who will arrange for this document to reflect the new name.

3. Working Together

The Organisations form a part of the Society in England, Wales and Scotland. This MoU has been developed because we have a common object and purposes and the health and wellbeing of our faith community depends on the component parts cooperating and providing mutual support.

The Trustees of the Organisations are subject to legal duties set out in statute, regulatory guidance and relevant governing document, as well as responsibilities which are specifically Quaker. The documents which should be read in conjunction with this MoU are:

- Statutory descriptions of trustee duties as set out on the websites of the relevant regulators
- The governing documents of the Organisations
- The Trustee Handbook as published at www.quaker.org.uk and amended from time to time, which describes the particular responsibilities which arise from being a trustee of a part of the Society, and
- *Quaker faith & practice* as published at www.quaker.org.uk and amended from time to time.

This MoU does not replicate or replace trustee duties as set out in these documents or by our regulators. Rather, it seeks to describe the responsibilities which trustees of one Quaker body have towards the other bodies forming the Society.

Legal compliance is a core responsibility of each Organisation and encompasses a wide variety of duties relating to:

- Health and safety of employees, members and attenders, building users and the general public,
- Employment and management of voluntary workers, volunteers and Quakers undertaking Quaker service;
- Charitable and company law;
- Data protection and information governance;
- Environmental management; and
- Property ownership and stewardship.

Some, but not all, of these areas are covered by standalone appendices to this document as listed below, however the principles laid out in the appendices apply to all matters arising from trustees' legal duties.

Appendix 2: Safeguarding

Appendix 3: Financial Governance and Legal Compliance

Appendix 4: Data Protection and Information Governance

Appendix 5: Serious Incidents or Notifiable Events

Appendix 6: Employment, Volunteering and Quaker Service

Appendix 7: Lettings and Hiring

As the umbrella organisation for the Society, with the resources and remit to support other Organisations, BYM holds a role within the Society of:

- Gathering and sharing knowledge, guidance and best practice in the areas covered by this MoU, and in facilitating such sharing between all Organisations; and
- Enabling communication between the Organisations as required in order to fulfil the duties and commitments set out or referred to in this MoU.

The form that this convening and communicating role takes will change over time and will be responsive to the needs and concerns of the Organisations.

4. Amendments to the MoU

We expect that this MoU will be modified by mutual agreement between its signatories both in the light of experience and with time, as the needs of the organisations forming the Society evolve.

Amendments to this MoU can be proposed by any signatory Trustee body sending a minute of a Quaker meeting for worship for business to Meeting for Sufferings. Such a minute may propose either a specific change or a general update to the MoU. On receipt of such a minute, the Recording Clerk will designate the proposals as “minor amendments” or “major amendments”.

For proposed minor amendments, the Recording Clerk shall have discretion to consider the proposals and decide whether to recommend to Quaker Life Central Committee that the proposed minor amendments are made. Upon receipt of a recommendation from the Recording Clerk, the proposed minor amendments will be considered by Quaker Life Central Committee which will either approve the proposals, decline the proposals, or designate the proposals to be considered instead as “major amendments” following the process set out below. Any proposed minor amendments to the MoU to be adopted must be agreed by a minute of Quaker Life Central Committee following such a report.

For proposed major amendments, Quaker Life Central Committee will appoint a working group from its membership (co-opting additional Quakers as needed) to explore the proposed major amendments and bring a report to Quaker Life Central Committee. Any proposed major amendments to the MoU to be adopted must be agreed by a minute of Quaker Life Central Committee following such a report.

Quaker Life Central Committee may decide to seek legal advice on proposed minor or major amendments where this is considered prudent.

Once any minor or major amendments are agreed by Quaker Life Central Committee, all Organisations will be provided with a copy of the draft amended MoU and asked to confirm by minute their acceptance of the amended MoU within a specified time period of six calendar months.

Following the expiry of the specified time period (or, if earlier, the date that all Organisations minute their acceptance) the MoU will be deemed amended as of this date. Any Organisation that has not minuted acceptance within the specified time period will be treated as having automatically opted-out in accordance with section 5 as of the date the amendments to the MoU take effect.

5. Opting-in and opting-out

Where a new Area, General or other regional Meeting is created, they will be requested to opt-in and join this MoU by signing a blank signature page in the form of **Appendix 1**. Once the signed signature page has been returned to Quaker Life Central Committee, the signatory body will be an Organisation and the existing Appendix 1 will be replaced with a restated and updated Appendix 1. All Organisations will be provided with an updated copy of the MoU, which will be made available for viewing and download from a BYM webpage with a restated and updated Appendix 1 within six weeks of any opt-ins.

An Organisation may opt-out and withdraw from the MoU by providing three month's written notice to the clerk of Meeting for Sufferings. At the end of the notice period, the body will cease to be an Organisation and the existing Appendix 1 will be replaced with a restated and updated Appendix 1. All Organisations will be provided with a copy of the MoU with a restated and updated Appendix 1 within six weeks of any opt-outs.

6. Termination

This MoU will commence on the date stated on its first page once all bodies named in Appendix 1 have signed and dated a copy.

The MoU (as amended from time to time, and with a restated Appendix 1 from time to time to reflect any future opt-ins/opt-outs by signatories) will remain in force until such time as the Organisations agree that it is no longer needed. When this happens, the MoU can be terminated by a minute agreed by Meeting for Sufferings.

7. Disputes

The Organisations shall work, under the authority of Quaker Life Central Committee, to resolve any dispute or issue relating to this MoU through recognised Quaker procedures as described in *Quaker faith & practice*.

8. General

Each Organisation will cover its own costs in relation to agreeing, signing and using this MoU.

The Trustees of each Organisation agree to their names and correspondence email addresses being shared with the Trustees of other Organisations as needed in order to fulfil the expectations set out within this MoU.

No amendments to this MoU shall be effective unless the process set out in section 4 has been followed.

9. Disclaimer

By signing this MoU, the Organisations are not committing to any new legally binding duties between the Organisations.

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Appendix 1: List of Signatories

For each Organisation, Trustees have signed this MoU.

Note to draft that the 4 Welsh AMs (Including Southern Marches) aren't signatories because at the time of drafting we are informed that it is most likely that these bodies will combine into a single entity covering Wales and Southern Marches within the next year. When it is registered, this new organisation will become a signatory.

Organisation	Charity Number if Registered	Signature and name of signatory	Date of signature
Banbury & Evesham	238015		
Bournemouth Coastal	1134540		
Brighouse West Yorkshire	1191435		
Bristol	1175435		
Britain Yearly Meeting	1127633		

Cambridgeshire	1134537		
Central England	224571		
Central Yorkshire	Excepted		
Chilterns	1130322		
Cornwall	Excepted		
Craven & Keighley	1184894		
Cumberland	1161207		
Devon	1139955		
Dorset & South Wiltshire	1149956		
East Cheshire	502002		
East Kent	Excepted		
East Scotland	20698		
Gloucestershire	1134212		
Hampshire & Islands	1186058		
Hardshaw & Mann	1134522		
Hertford & Hitchin	1131894		
Ipswich & Diss	1134526		
Kendal & Sedbergh	1197234		
Kingston & Wandsworth	Excepted		
Lancashire Central & North	1134224		
Leeds	1134542		
Leicester	1192277		
Lincolnshire	Excepted		
London West	1134215		
Luton & Leighton	1173865		
Manchester & Warrington	1172087		
Mid Essex	Excepted		

Mid Somerset	Excepted		
Mid Thames	201030		
Norfolk & Waveney	1134787		
North East Thames	Excepted		
North London	Excepted		
North Scotland	17958		
North Somerset	Excepted		
North West London	1134529		
Northamptonshire	1180217		
Northumbria	1134532		
Nottinghamshire & Derbyshire	1134531		
Oxford & Swindon	1137897		
Pendle Hill	224603		
Pickering & Hull	1134538		
Sheffield & Balby	1134536		
South East London	Excepted		
South East Scotland	19165		
South London	Excepted		
Southern East Anglia	1134208		
Staffordshire	1192134		
Surrey & Hampshire Border	Excepted		
Sussex East	1173819		
Sussex West	1147831		
Swarthmoor (SW Cumbria)	1190009		
Teesdale & Cleveland	1184347		
Thaxted	1194893		
Wensleydale & Swaledale	Excepted		

West Kent	1166299		
West Scotland	11234		
West Somerset	1155009		
West Weald	1134523		
West Wiltshire & East Somerset	1134534		
Wirral & Chester	1134210		
Worcestershire & Shropshire	1175399		
York	1133306		
General Meeting for Scotland	12281		
Young Friends General Meeting	1064763		
[New Welsh body]			

Appendix 2: Safeguarding

1. The Organisations acknowledge that
 - a) Safeguarding all people who come into contact with them (especially, but not limited to, children, young people and adults at risk) is a core responsibility of each Organisation;
 - b) Statutory and regulatory frameworks of safeguarding practice exist, and activities undertaken by each of the Organisations are subject to these frameworks.
 - c) a safeguarding concern occurring within the operations of one Organisation, may be a serious incident / notifiable event requiring reporting by that Organisation to the Charity Commission or the OSCR.
 - d) a serious safeguarding concern occurring within the operations of one Organisation, may have implications for other Organisations, and may need to be communicated to those other Organisations.
2. BYM will:
 - a) provide support, advice and guidance to Safeguarding Co-ordinators in maintaining good safeguarding practice across the Society.
 - b) provide and, in consultation with the other Organisations, regularly update model safeguarding documents for use by the Organisations.
 - c) subscribe on behalf of all Organisations who wish to be subscribed to disclosure and barring records check services; and
 - d) support the relevant role holders across each Organisation to share best practice in relation to their duties.
3. All Organisations will:
 - a) appoint or employ a person, or persons, responsible for promoting a good safeguarding culture and the Organisation's compliance with safeguarding legislation.
 - b) inform other Organisations (and, where relevant, other Quaker bodies that are not signatories to this MoU), through BYM contact points where necessary, where a safeguarding concern has arisen in their organisation which they believe may have significant implications for another Organisation, Quaker body or for the Society as a whole, and provide such support and information as is required to enable other Organisations to discern the actions which should be taken following such a report.
 - c) where they are informed of a serious incident or notifiable event relating to safeguarding in another Organisation or Quaker body (the "Reporting Organisation") which has significant implications for their Organisation (the "Receiving Organisation"), consider whether the incident also requires reporting as a serious incident or notifiable event by the Receiving Organisation.
 - d) adapt and adopt the model safeguarding documents provided by BYM or adapt the Organisation's previous safeguarding policies and procedures to incorporate those recommendations in the BYM documents that have been deemed appropriate for that Organisation by its Trustees and Safeguarding Co-ordinator, keeping a record of the reasons for simplifying or modifying BYM's model safeguarding documents for their usage, other than for reasons of clarity.

- e) ensure that where it is deemed necessary by the Safeguarding Co-ordinator or a Trustee, any safeguarding concerns are reported to BYM's Safeguarding Officer and Thirty-One:Eight (or another suitable safeguarding advisory organisation as decided by the Society from time to time) and that any appropriate actions advised by those bodies are taken;
- f) at least annually consider their safeguarding policy and practice at a trustee meeting for church affairs.

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Appendix 3: Financial Governance and Legal Compliance

1. The Organisations acknowledge that
 - a) good financial governance and practice, including protection against fraud, bribery and corruption, is a core responsibility of each Organisation.
 - b) statutory frameworks of financial and legal practice exist, and activities undertaken by each of the Organisations are subject to these frameworks, with some variations accounting for size and jurisdiction.
 - c) a financial or legal concern occurring within the operations of one Organisation, may be a serious incident or notifiable event which requires reporting by that organisation to the Charity Commission or to OSCR.
 - d) a financial or legal concern occurring within the operations of one Organisation, may have implications for other Organisations, and may need to be communicated to those other Organisations.
2. BYM will:
 - a) maintain a membership with the Churches' Legislation Advisory Service (or any suitable alternative or successor body) and provide access to training material and guidance resources to all Organisations.
 - b) maintain a membership on behalf of all Organisations of the Association of Church Accountants and Treasurers (or any suitable alternative or successor body) and provide access to training material and guidance resources to all Organisations.
 - c) maintain any supplementary Quaker specific guidance which is required, publishing updated guidance from time to time.
 - d) support the relevant role holders across each Organisation to share best practice in relation to their duties.
3. All Organisations will:
 - a) ensure that they are familiar with relevant regulatory expectations including (but not limited to) the following key Charity Commission guidance notes and/or (for Organisations regulated by OSCR) equivalent OSCR guidance:
 - i. Charity Commission - It's your decision: charity trustees and decision making (CC27)^[1]
 - ii. Charity Commission – How to report a serious incident in your charity^[2]
 - iii. Charity Commission – The essential trustee: what you need to know, what you need to do (CC3)^[3]
 - iv. Charity Commission - Managing conflicts of interest in a charity^[4]
 - v. OSCR – Being a Charity in Scotland^[5]
 - vi. OSCR – Guidance and good practice for Charity Trustees^[6]
 - vii. OSCR – Notifiable events^[7]
 - b) comply with reporting requirements as set out in *Quaker faith & practice*, including sending their Annual Report and Accounts to BYM;
 - c) ensure that any financial or legal concerns are reported to the relevant BYM staff member.
 - d) Inform other Organisations, through BYM contact points where necessary, where a financial or legal concern has arisen in their organisation which they believe may have significant implications for another Organisation or for the Society as a whole.

- e) where they are informed of a serious incident or notifiable event relating to financial or legal concerns in another Organisation or Quaker body (the “Reporting Organisation”) which has significant implications for their Organisation (the “Receiving Organisation”), consider whether the incident also requires reporting as a serious incident or notifiable event by the Receiving Organisation.

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Appendix 4: Data Protection and Information Governance

1. The Organisations acknowledge that
 - a) safely processing personal data is a core responsibility of each organisation.
 - b) statutory frameworks of data protection practice exist, and activities undertaken by each of the Organisations are subject to these frameworks.
 - c) a data protection concern occurring within the operations of one Organisation may be a data breach requiring notification to the Information Commissioner's Office (the UK wide regulator for data protection) and may also be a serious incident/notifiable event requiring reporting to the Charity Commission or OSCR, and
 - d) a serious data protection concern occurring within the operations of one Organisation, may have implications for other Organisations, and may need to be communicated to those other Organisations.
2. BYM will:
 - a) provide advice and guidance to the Organisations in maintaining good data practice within their meeting.
3. All Organisations will:
 - a) Inform other Organisations, via BYM contact points where necessary, where a data protection or information governance concern has arisen in their organisation which may have significant implications for another Organisation or for the Society as a whole.
 - b) Where they are informed of a serious incident or notifiable event relating to data protection in another Organisation or Quaker body (the "Reporting Organisation") which has significant implications for their Organisation (the "Receiving Organisation"), consider whether the incident also requires reporting as a serious incident or notifiable event by the Receiving Organisation.
 - c) Not less than once per year consider their data protection and information governance policy and practice at a trustee meeting for church affairs.

Appendix 5: Serious Incidents or Notifiable Events

Organisations based in England and Wales are subject to Charity Commission guidance on serious incidents, and Organisations based in Scotland are subject to OSCR guidance on notifiable events. On occasion this may mean that incidents which would be reportable in one jurisdiction, are not reportable in another, and trustees will be alert to the requirements of the jurisdiction in which they operate.

1. The Organisations acknowledge that:
 - a) each Organisation has a responsibility to report any serious incidents (England) / notifiable events (Scotland) which it experiences, or is impacted by, to one or more regulators.
 - b) serious incidents or notifiable events may arise as a result of matters covered by other appendices of this MoU or from matters not covered in this MoU.
 - c) serious incidents or notifiable events occurring within one Organisation may also meet the criteria to be considered a serious incident / notifiable event within another Organisation or other Organisations. If they are made aware of a serious incident or notifiable event in another Organisation (the "Reporting Organisation") which has significant implications for their Organisation (the "Receiving Organisation"), trustees should consider whether the incident also requires reporting as a serious incident or notifiable event by the Receiving Organisation.
 - d) guidance on how trustees of an Organisation should determine whether an incident meets the criteria for reporting should be taken from the relevant regulator's websites as updated from time to time.
2. BYM will:
 - a) operate as a point of liaison and connection between Organisations, where a serious incident or notifiable event in one Organisation is reported to or by BYM and is reasonably likely to have a significant impact on another Organisation.
 - b) offer support to trustees of any Organisation with discernment on whether or not an incident should be reported to their regulator.
3. All Organisations will:
 - a) within ten working days of reporting a serious incident / notifiable event to their regulator, inform BYM and any other relevant Organisations of such incident or event and provide such updates as the other Organisations may reasonably request.

Appendix 6: Employment, Volunteering and Quaker Service

Please note that health and safety matters, which may arise in the context of employment, Quaker service or volunteering, should be considered as potential serious incidents or notifiable events.

Please also note that for the purposes of this appendix, voluntary workers are considered to be employees.

1. The Organisations acknowledge that:
 - a) Good employment and volunteer management practice is a core responsibility of each Organisation that employs people.
 - b) statutory frameworks of employment practice exist, and activities undertaken by each of the Organisations are subject to these frameworks, with some variations accounting for size and jurisdiction.
 - c) An employment concern occurring within the operations of one Organisation, may be a serious incident or notifiable event requiring reporting to the Charity Commission or OSCR by that Organisation.
 - d) An employment concern occurring within the operations of one Organisation, may have implications for other Organisations, and may need to be communicated to those other Organisations.
2. BYM will:
 - a) Provide ad hoc advice and guidance to the Organisations in maintaining good employment and volunteer management practice.
 - b) Provide and, in consultation with the other Organisations, regularly update model employment and volunteer documents for use by the other Organisations.
3. All Organisations will:
 - a) Consider use of the model documents provided by BYM.
 - b) Inform other Organisations, via BYM contact points where necessary, where an employment concern has arisen in their organisation which may have significant implications for another Organisation or for the Society as a whole.
 - c) Where they are informed of a serious incident or notifiable event relating to employment in another Organisation or Quaker body (the "Reporting Organisation") which has significant implications for their Organisation (the "Receiving Organisation"), consider whether the incident also requires reporting as a serious incident or notifiable event by the Receiving Organisation.
 - d) At least annually consider their employment policy and practice and arrangements for recruiting and managing volunteers at a trustee meeting for church affairs.

Appendix 7: Lettings and Hiring

1. The Organisations acknowledge that:
 - a) Many meeting houses and spaces owned by Organisations are let or hired out commercially for income
 - b) Allowing other organisations to use our buildings can provide an income stream and can also be a form of outreach and witness, and provide a valuable community resource
 - c) Allowing other organisations to use our buildings can also create reputational risk for the Society, if potential and current hirers are not scrutinised to ensure that their aims, policies and activities broadly respect Quaker values and discernment
 - d) A concern relating to lettings or hirings occurring within the operations of one Organisation, may have implications for other Organisations, and may need to be communicated to those other Organisations.
 - e) A concern relating to lettings or hiring occurring within the operations of one Organisation, may be a serious incident or notifiable event requiring reporting to the Charity Commission or OSCR.
2. BYM will support the relevant role holders across each Organisation to share best practice in relation to their duties.
3. All Organisations will:
 - a) Adopt and operate a lettings and hiring policy, enabling clear decision-making on lettings by that Organisation. This policy should document the process and acceptable rationale for agreeing reduced rates to hirers and lessees.
 - b) Swiftly inform other Organisations, via BYM contact points where necessary, where a concern relating to lettings or hirings has arisen in their Organisation which may have significant implications for another Organisation or for the Society as a whole, and work with the BYM Communications team to manage any associated public communications.
 - c) Where they are informed of a serious incident or notifiable event relating to hiring or lettings in another Organisation or Quaker body (the "Reporting Organisation") which has significant implications for their Organisation (the "Receiving Organisation"), consider whether the incident also requires reporting as a serious incident or notifiable event by the Receiving Organisation.
 - d) At least annually consider their lettings and hiring policy and practice at a trustee meeting for church affairs.

Appendix 8: BYM Contact Points

The following email addresses are included for ease of reference. They are correct at the time of signature, and although BYM does not expect them to change regularly, they may from time to time be updated. When this happens, all Organisations will be informed in a timely manner.

Nature of incident	First BYM Point of Contact	Failing which
Safeguarding	Safe@quaker.org.uk	Contact the Recording Clerk: rc@quaker.org.uk
Financial or Legal	Supportmeetings@quaker.org.uk	
Data Protection	Dataprotection@quaker.org.uk	
Serious Incidents	Supportmeetings@quaker.org.uk	
Employment and Volunteering	Supportmeetings@quaker.org.uk	
Lettings	<p>For reputational risks: Communications@quaker.org.uk</p> <p>For general advice on lettings matters relating to terms and conditions of hire, insurance, lettings policies and other commonplace compliance issues: supportmeetings@quaker.org.uk</p>	