

APPENDIX A



Leeds Academic Health
PARTNERSHIP

Name
Address

Worsley Building
University of Leeds
Clarendon Way
Leeds LS2 9LU

T: 0113 343 3308

E: lahp@Leeds.ac.uk

W: leedsacademichealthpartnership.org

Follow: @LeedsAHP

10 March 2021

Dear Name,

Re: Partnership Agreement, Leeds Academic Health Partnership

I am writing to you following the Leeds Academic Health Partnership board meeting on the 5 March 2021 where we agreed the text of a renewed Partnership Agreement. The agreement formalises our shared understanding of our mutual rights and commitments within the partnership and received unanimous approval from board members. This agreement signifies our commitment to continuing to work together across the health and care and academic sectors in Leeds.

As I am sure you will agree, the partnership has achieved notable success since its inception and despite the challenges of the past year, continues to move from strength to strength. With new leadership in place and a bolstered team, this is a hugely exciting time for the partnership. I look forward to continuing the valuable work we have done together which will only serve to improve the health and wellbeing of our people and to support all of our organisations in achieving our strategic objectives.

I have enclosed a full copy of the agreement, and we would appreciate it if you could sign this agreement and return it to us by the end of March 2021. Given current working arrangements, please return this agreement by affixing your signature and returning as a signed PDF from your email address to Nell Thornton-Lee at d.thornton-lee@leeds.ac.uk.

Yours Sincerely,

Tom Riordan
Chair, Leeds Academic Health Partnership





Leeds Academic Health
PARTNERSHIP

Partnership Agreement

2021 – 2023



Leeds Academic Health Partnership Partnership Agreement

BETWEEN THE FOLLOWING

1. Leeds and York Partnership NHS Foundation Trust
2. Leeds Beckett University
3. Leeds City Council
4. Leeds Community Healthcare NHS Trust
5. Leeds Teaching Hospitals NHS Trust
6. Leeds Trinity University
7. NHS Leeds Clinical Commissioning Group
8. University of Leeds
9. Yorkshire and Humber Academic Health Science Network

EFFECTIVE DATE

Thursday 1 April 2021

PURPOSE

- A. Since January 2018, the activities of the Leeds Academic Health Partnership (the 'Partnership') have been organised under a Partnership Agreement which formalised arrangements between the members to strengthen their common shared understanding of mutual rights and commitments.
- B. This Agreement is set to expire on 31 March 2021 and the named Parties wish to formally renew their commitment to honour all of their obligations as set out in this Agreement. Whilst this Agreement is legally binding, it does not establish a distinct formal legal partnership between the Parties.
- C. The vision of the Partnership is that the people of Leeds live healthier lives for longer. The Partnership's mission is to help reduce health inequalities, drive economic growth that benefits all our communities, and improve the quality and efficiency of our health and care services.

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless context otherwise requires, the following words and expressions shall have the following meanings:

“Advisory Partner” means those members with broader geographies who can support the partnership’s strategic development and delivery;

“Agreement” means this Agreement including its schedules and any annexes;

“Brand” means the name, design and any symbols or any other features that identifies the Partnership and its work as distinct;

“Budget” means the Budget for the Consortium agreed by the Partnership Board;

“Confidential Information” means any information which has been designated as confidential by a Party in writing or verbally, or that ought reasonably by its nature to be considered as confidential;

“Consortium/Parties” means all the Parties to this Agreement;

“Core Partner” means an organisation which was a founding member of the Partnership and is a Party to this Agreement;

“Delivery Partner” means fee or non-fee-paying member organisations who have been accepted by the Board as being officially affiliated to the Partnership;

“Performance and Resource Committee” means the group established by the Consortium responsible for the delivery of financial, operational and performance plans and targets, and delivery of the partnership’s strategic initiatives;

“Informal Partnership” means the status of the Partnership insofar as it is not a partnership bound within statute or through formal obligation. The Partnership is not a separate legal entity and does not have separate legal status;

“Partnership Activities” means the activities to be undertaken through the Partnership as agreed by the Partnership Board;

“Partnership Board/Board” means the group established by the Consortium with overall governance and leadership responsibility for the Consortium;

“Partnership Member/Member” means a member of the Partnership who may be a Core Partner, Delivery Partner or Advisory Partner;

“Party” means a party to this Agreement as identified above;

“Sharing Principle” means the liability of or benefit to each Party to be shared as per the percentages indicated.

2. DURATION OF AGREEMENT

- a. This Agreement comes into effect on the Effective Date referred to above and shall continue until the 31 July 2023 and can be further extended with the written agreement of all Parties.

3. ORGANISATIONAL STATUS AND HOSTING ARRANGEMENTS

- a. The Partnership shall be recognised as an Informal Partnership of which the Parties are a part.
- b. The Partnership shall not have separate legal status and is not a separate legal entity, though the Partnership may seek to incorporate at a later date providing it has the agreement of all Parties.
- c. The Partnership shall continue to be hosted by the University of Leeds who will provide back office support including Human Resources, finance, and IT, as well as office space and IT equipment where required, funded through the Partnership Budget.
- d. The University of Leeds will also employ members of the Partnership's team on behalf of the Parties, and/or act as host employer for inward secondments, as in Section Eight.

4. GOVERNANCE

- a. The governance structure of the Partnership is shown in the *Partnership Governance and Team Structure* document, attached as Annex A, and may be varied with the two-thirds consent of the Board's Core Partner members.

Partnership Board

- b. The Board shall be responsible for oversight of the Partnership and for the delivery of its Activities as in Section Five.
- c. Membership of the Board is reserved for the chief executive, managing director or vice chancellor of the named Parties, or their equivalents, as well as the Managing Director of the Partnership and representation from each Delivery Partner and Advisory Partner.
- d. Each Member will be allocated one seat on the Board per organisation.
- e. In exceptional circumstances, where a Board member is unable to attend a meeting, they may nominate a substitute representative from their organisation to attend, with agreement of the Chair. This deputy must have the necessary authority to make decisions on behalf of the organisation.

- f. Where a deputy assumes the role of their nominated Board member for a meeting, all relevant references to that Party within this Agreement shall also apply to that deputy.
- g. The Chair of the Board can be nominated by any Board member. The nominated Chair can either be drawn from existing Board membership or can be external to the Partnership. All decisions on who to appoint as Chair require the two-thirds support of the Core Partners.
- h. All Core Partners will be considered of equal standing in all decision making. In the event of a vote, all Core Partners shall have one vote each. Delivery Partners and Advisory Partners do not have decision making or voting rights.
- i. The Partnership Board does not supersede the boards or governing bodies of any Member.
- j. The full Terms of Reference for the Board can be found in the *Partnership Board Terms of Reference* document, attached as Annex B, and may be varied with the two-thirds consent of the Partnership Board.

Performance and Resource Committee

- k. The Performance and Resource Committee shall be responsible for oversight of day-to-day activities, including direct oversight of the Budget, under delegated authority of the Board. The Committee shall report to the Board.
- l. Each Core Partner's Board representative will nominate a representative to sit on the Committee on their behalf. Membership of the Committee is reserved for senior decision makers at board-level of equivalent who are able to make decisions and commitments on their organisation's behalf.
- m. Each Party will be allocated one seat per organisation, with the exception of the NHS Leeds Clinical Commissioning Group who will have a second seat in order to represent both clinical and non-clinical perspectives.
- n. In exceptional circumstances, where a Committee member is unable to attend a meeting, they may nominate a substitute representative from their organisation to attend, with agreement from the Chair. This deputy must have the authority to make decisions on behalf of the organisation.
- o. Where a deputy assumes the role of their nominated Committee member for a meeting, all relevant references to that Party within this agreement shall also apply to that deputy.

- p. The Chair of the Committee will be a Core Partner member of the Partnership Board. All decisions on who to appoint as Chair require the two-thirds support of the Core Partners.
- q. All Committee members will be considered of equal standing in all decision making. In the event of a vote all Committee members shall have one vote each.
- r. The full Terms of Reference for the Committee can be found in the *Performance and Resource Committee Terms of Reference* document, attached as Annex C, and may be varied with the two-thirds consent of the Partnership Board.

5. PARTNERSHIP ACTIVITIES

- a. The Parties shall work together to ensure that the Partnership’s Activities, as agreed by the Board, are successfully delivered within Budget and in accordance with any further agreed commitments.

6. BUDGET, FINANCE AND SHARING PRINCIPLE

- a. The Partnership’s financial year shall run from 1 August to 31 July.
- b. Where a Board-approved multi-year funding agreement does not exist, an annual operational Budget will be outlined in June of each year, for agreement-in-principle at the Performance and Resource Committee and ratification at the Partnership Board prior to the start of the new financial year in August.
- c. Each Party will contribute a percentage of the agreed operational Budget as per the already established Sharing Principle below. The Sharing Principle splits the Partnership’s operational costs between NHS commissioners (30%), NHS providers (29%), Universities (24%), Local Authority (15%) and other (2%).

Partnership Sharing Principle	
NHS Leeds Clinical Commissioning Group	30 %
Leeds Teaching Hospitals NHS Trust	15 %
Leeds City Council	15 %
University of Leeds	15 %
Leeds Community Healthcare NHS Trust	7 %
Leeds and York Partnership NHS Foundation Trust	7 %
Leeds Beckett University	7 %
Leeds Trinity University	2 %
Yorkshire and Humber Academic Health Science Network	2 %

- d. All contributions to the Budget are to be received within 30 days of the request for funds each year. Except in exceptional circumstances, requests for funds will

be issued by the University of Leeds in its role as host to all Parties at the beginning of the Member's respective financial years in either April or August.

- e. The Budget will be spent in accordance with the approved expenditure headings. Operational oversight of the Budget will be through the Performance and Resource Committee under delegated authority from the Board.
- f. Operational expenditure may not exceed the allocated Budget unless agreed by the Board, upon recommendation from the Performance and Resource Committee, and unless appropriate funding has been identified.
- g. The Board will receive an annual finance report. Intermittent reports can be requested by exception.
- h. Membership contributions and any other income for the Partnership shall be held by the University of Leeds on behalf of the Partnership. This money shall be held in a designated, restricted account in the name of the Partnership. The University of Leeds shall respond to any reasonable requests upon reasonable notice to provide information on the finances of the Partnership.

7. MEMBERSHIP

- a. Membership categories are defined in the *Partnership Membership Structure* document, attached as Annex D, and may be varied by the two-thirds consent of the Board's Core Partners.

Joining the Partnership

- b. New members can be admitted to the Partnership by either invitation of the Chair or by application to the Board.
- c. Organisations who wish to join by application should submit a written request to the Chair. All decisions to admit new members of any level must be approved by two-thirds of the Core Partners.
- d. In the event of a new Core Partner joining the Partnership, annual membership contributions will be agreed by the Core Partners of the board, upon the recommendations of the Performance and Resource Committee, considering any impact on the Sharing Principle and this Agreement.

Organisational Changes Effecting Membership

- e. Where a Core Partner undergoes significant organisational changes, which may impact their role in the Partnership, this should be raised in writing with the Chair and Partnership's Managing Director at the earliest possible opportunity.

- f. The Chair and Managing Director will work with the Member to determine the most appropriate action. This may include an amendment to the Party's membership level, an adjustment to their membership contribution, termination of their membership, or another reasonable action.
- g. Where membership of the Partnership changes as a result, annual membership contributions for all Core Partners will be agreed by the remaining Core Partners of the board, upon the recommendations of the Performance and Resource Committee, considering any impact on the Sharing Principle and this Agreement.

Termination of Membership

- h. Any Party can leave the Partnership (withdrawing from being a Party and terminating future commitments under this agreement), but only after raising its intention to leave with the Chair in writing.
- i. Written notice must be received a minimum of six months prior to the Party's membership renewal date which is the first day of their financial year (1 April, or 1 August), except in exceptional circumstances as agreed by the Chair.
- j. In the event of a suspected breach of this agreement by any Party, the Board reserve the right to suspend the organisation's membership with immediate effect. Any decisions to suspend membership must be made unanimously by the remaining Core Partners.
- k. Where a breach of Agreement is upheld, the Board reserve the right to terminate the Party's membership with immediate effect. Any decisions to terminate membership must be made unanimously by the remaining Core Partners.
- l. The Board also retains the right to terminate membership for other significant reasons, for example calling the Partnership's brand into disrepute, following the same procedure as in section 7J.
- m. Upon leaving for whatever reason, the Party shall remain responsible for all liabilities and commitments up to the time of leaving and not be entitled to any rebate of its contribution towards the Budget. Any assets associated with the Partnership shall be retained in the ownership of the remaining Parties.
- n. In the event of a Party leaving the Partnership for any reason, annual contributions for all Core Partners will be agreed by the remaining Core Partners of the board, upon the recommendations of the Performance and Resource

Committee, considering any impact on the Sharing Principle and this Agreement.

8. MANAGEMENT AND STAFFING

- a. The Partnership's staffing structure is outlined in the *Partnership Governance and Team Structure* document, attached as Annex A.
- b. The staffing structure can be amended by the Partnership's Managing Director, with approval of the Performance and Resource Committee where there are budgetary consequences. Where the Managing Director wishes to vary the structure of the organisation as a whole, then the two-thirds consent of the Board's Core Partner members is required.
- c. Subject to this approval and the necessary funds being available, the University of Leeds shall employ or accept inward secondments of staff to support the Partnership's Activities. These staff will be subject to normal University of Leeds terms of employment or secondment agreement terms.
- d. As host, the University of Leeds will ensure sufficient insurance arrangements are in place for employees and secondees to carry out Partnership work and that health and safety legislative requirements are followed for all staff, including seconded staff, carrying out Partnership work.
- e. If any financial liability shall arise from the ongoing employment of these staff by the University of Leeds that is not covered by the necessary allocation under the Budget, then such liability shall be shared between the Parties as per the Sharing Principle with the exception of the Yorkshire and Humber Academic Health Science Network whose liability shall be divided between the remaining Core Partners at 0.25 per cent each. Liabilities may include redundancy costs or the costs of any employment litigation.
- f. Where any other Member voluntarily employs staff on behalf of the Partnership to exclusively conduct Partnership Activities, they shall be responsible for ensuring sufficient insurance arrangements are in place and that health and safety legislative requirements are followed for all staff. They shall also be responsible for any liabilities that may arise as the employing organisation including redundancy costs or the costs of any employment litigation.
- g. In the event of the dissolution of the Partnership, each Party shall endeavour to find alternative employment for displaced Partnership staff who were employed by the University of Leeds.

- h. Where liabilities are generated through the fault of an identifiable Party, then any liabilities should be recovered from that Party (if one), or equally between Parties (where two or more).

9. DATA PROTECTION, CONFIDENTIALITY, INFORMATION GOVERNANCE AND INTELLECTUAL PROPERTY

- a. All written and talked about information marked or signed as confidential, or where information could reasonably be deemed as such, is to be treated as such by each Party, unless they are required to release the information or it is already within the public domain.
- b. Each Party commits to process any personal data in accordance with the requirements of relevant data protection laws.
- c. Where Partnership Activities involve the processing of personal data, any Parties involved will ensure these Activities comply with the relevant data protection laws.
- d. Oversight of compliance with data protection and information governance shall be the responsibility of the Board.
- e. Where intellectual property is shared with the Partnership as part of the Partnership's Activities, the Party shall retain its existing rights in that intellectual property, and it shall only be used for a specified purpose.
- f. Other intellectual property rights shall be approached on a case-by-case basis, with all arrangements to be agreed by the Board.

10. COMMUNICATION

- a. The University of Leeds shall own the Partnership Brand, acting as trustee on behalf of other Parties. The Partnership Brand, and any sub-brands, shall not be deployed unless all Parties approve of its use.
- b. Where a Party wishes to use the Partnership's Brand or any sub-brands for its own activities, authorisation must first be received from the Partnership's Managing Director and may be subject to agreement from all other Parties.
- c. All Partnership communications must conform to any house style and brand guidelines as set out by the Partnership's Marketing and Communications Manager.
- d. In the event of dissolution of the Partnership, the Brand and any sub-brands must not be used by any Party without the unanimous approval of all remaining Parties.

11. LIABILITY

- a. Any liabilities generated that are not covered within Section Eight shall be shared between the Parties, following the Sharing Principle, with the exception of the Yorkshire and Humber Academic Health Science Network whose liability shall be divided between the remaining Core Partners at 0.25 per cent each. Such liabilities may include debts associated with the non-payment of equipment.

12. TERMINATION OF PARTNERSHIP

- a. Any decision to dissolve the Partnership must be made by the Board who must reach a two-thirds decision, no later than six months before the end of the Partnership's financial year on 31 July to allow for sufficient wind-down activity.
- b. In the event of termination of the Partnership, any remaining operational funds, after any appropriate liabilities have been paid, shall be redistributed to the Parties as per the Sharing Principle.
- c. Any remaining Delivery Partner funds shall be redistributed to any fee-paying Delivery Partners pro-rata, based on their contribution amount and the number of full months left within the financial year.
- d. Any Partnership staff employed as per Section 8c, shall be dealt with as per Sections 8e and 8g and as per the University of Leeds' employment terms and conditions.
- e. Any staff on secondment to the Partnership will be dealt with as per the secondment agreement between the University of Leeds, the employing body, and secondee.
- f. Any Partnership staff appointed as per Section 8f shall be dealt with as per the employment terms and conditions of the employing organisation.
- g. Any assets, such as IT equipment, shall be divided as determined by the Board.

13. DISPUTE RESOLUTION AND CONFLICTS OF INTEREST

- a. All potential conflicts of interest pertaining to Partnership business must be raised with the Chair as soon as those involved become aware.
- b. The Partnership's Business Manager will maintain a record of all declared conflicts of interest, reporting these to the Board at their meetings.
- c. It is the role of the Board to ensure that conflicts of interest are sufficiently mitigated.

- d. In the first instance, Parties should seek to resolve any disputes informally. Where they cannot be resolved informally, any disputes must be brought to the attention of the Chair.
- e. If the Chair cannot resolve the dispute to the satisfaction of all Parties, then with the agreement of the Parties the dispute may be put to an alternative dispute resolution procedure including arbitration or mediation.

14. GENERAL

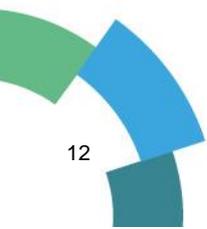
- a. This agreement may be executed in duplicate and counterpart. In particular this will allow each Party to sign just one copy of this Agreement making the Agreement binding upon a Party as soon as they have signed their copy of the Agreement.
- b. This Agreement represents the Parties’ entire understanding relating to the Partnership and supersedes all other understanding.
- c. This Agreement may not be varied except with the written consent of the Parties.
- d. No Party may contract or assign their commitments under this Agreement save with the written consent of all other parties.
- e. A person who is not a Party to this Agreement shall have no rights under this Agreement. No third party shall have any rights under the Contracts (Rights of Third Parties Act 1999).
- f. This Agreement remains subject to English law and the non-exclusive jurisdiction of the English Courts.

15. SIGNATURE

Signed for and on behalf of (*Party*):

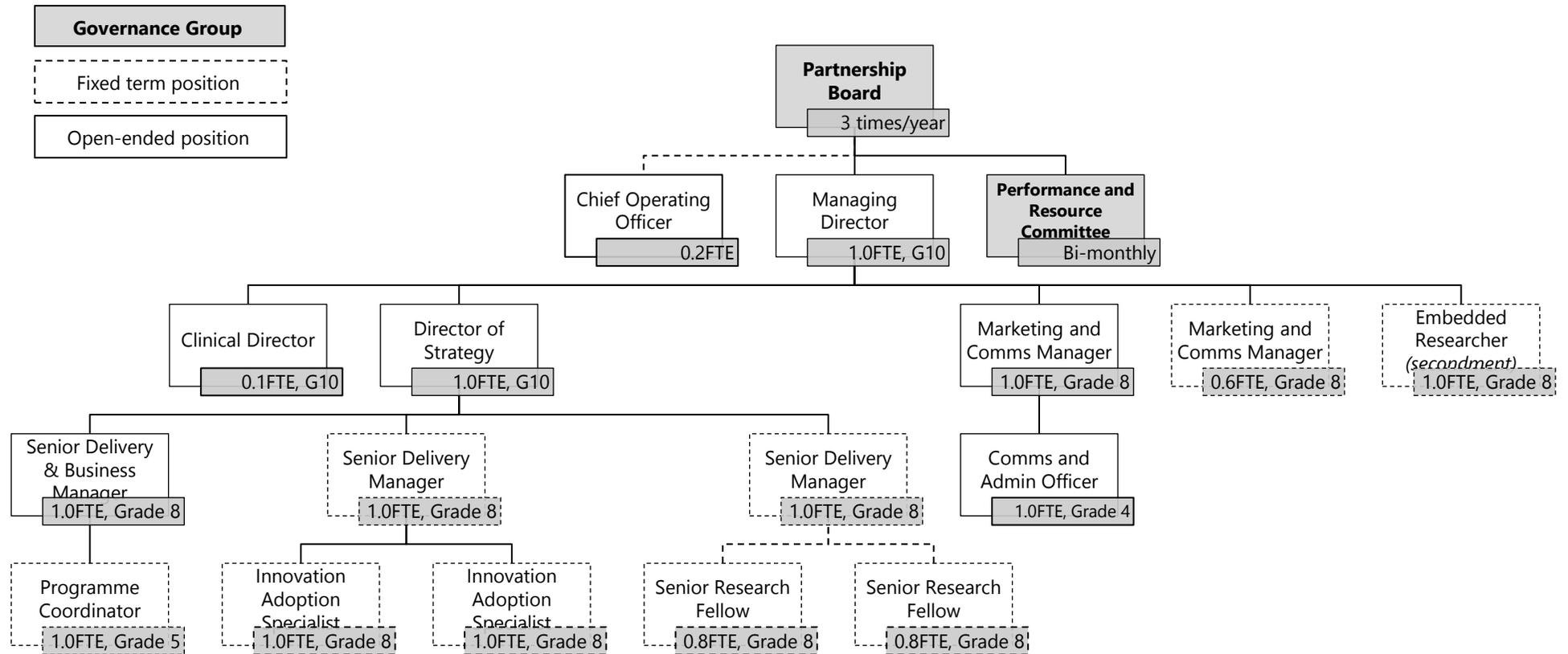
By (*authorised signatory*):

Date: / / 2021



ANNEX A

Partnership Governance and Team Structure



ANNEX B

Partnership Board Terms of Reference

1. PURPOSE

- a. The purpose of the Leeds Academic Health Partnership (the 'Partnership') is to bring partners and experts together to solve some of the city's hardest health and care challenges. The Partnership aims to help people live healthier lives for longer by reducing health inequalities, driving growth that benefits all our communities, and improving the quality and efficiency of our health and care services.

2. RESPONSIBILITIES

- a. The Board is responsible for realising the purpose of the Partnership by providing senior strategic leadership, oversight and support. Members will:
 - i. Oversee the development and delivery of the Partnership's programmes and activities, ensuring that the strategic aims of the Partnership continue to be aligned with the Partner's agreed priorities;
 - ii. Raise the national and international profile of the Partnership, city and region through engagement with key stakeholders and by identifying opportunities for growth and partnership;
 - iii. Ensure the Partnership remain sector-leading through an awareness of, and alignment with, regional, national and international direction;
 - iv. Ensure diverse representation across the Partnership, including its programmes and governance groups.
- b. Core Partner members will also:
 - i. Oversee the Performance and Resource Committee which has the delegated authority for the Partnership's finances, and which supports the delivery of the Partnership's activities;
 - ii. Ensure compliance with the Partnership Agreement and any other legal requirements;
 - iii. Monitor and advise on any emerging or escalating risks and issues;
 - iv. Monitor and advise on any conflicts of interest;
 - v. Oversee the admission of new members.

ANNEX B

- c. The Partnership is not a legal entity and as such its Board does not supersede the board of governing bodies of any of its member organisations.

3. PATIENT AND PUBLIC ENGAGEMENT

- a. The Board will ensure that patients and the public are involved and represented throughout the work of the Partnership, seeking focussed engagement where appropriate to maximise outcomes and benefits for all of Leeds' citizens.

4. MEMBERSHIP

- a. Membership of the Board is reserved for the chief executive, managing director or vice chancellor of the Core Partners, or their equivalents, as well as ex-officio representation from each Delivery Partner and Advisory Partner.
- b. Each Member will be allocated one seat on the Board per organisation.
- c. One additional seat will also be allocated to the Managing Director, Chief Operating Officer and Director of Strategy of the Leeds Academic Health Partnership.
- d. Core Partners are
 - i. Leeds and York Partnership NHS Foundation Trust
 - ii. Leeds Beckett University
 - iii. Leeds City Council
 - iv. Leeds Community Healthcare NHS Trust
 - v. Leeds Teaching Hospitals NHS Trust
 - vi. Leeds Trinity University
 - vii. NHS Leeds Clinical Commissioning Group
 - viii. University of Leeds
 - ix. Yorkshire and Humber Academic Health Science Network
- e. Delivery Partners are
 - i. Leeds City College
 - ii. Leeds Clinical Senate
 - iii. St Gemma's University Hospice
 - iv. Yorkshire Cancer Research
- f. Advisory Partners are
 - i. West Yorkshire and Harrogate Health and Care Partnership
 - ii. Leeds City Regional Local Enterprise Partnership
 - iii. West Yorkshire Mayoral/Combined Authority



ANNEX B

- g. In exceptional circumstances, where a Board member is unable to attend a meeting, they may nominate a substitute representative from their organisation to attend, with agreement of the Chair. This deputy must have the necessary authority to make decisions on behalf of the organisation.
- h. All Core Partners will be considered of equal standing in all decision making. In the event of a vote, all Core Partners shall have one vote each. Delivery Partners and Advisory Partners do not have decision making or voting rights.

5. CHAIR

- a. The Chair of the Board is currently the Chief Executive of Leeds City Council.
- b. The Chair of the Board can be nominated by any Board member. The nominated Chair can either be drawn from existing Board membership or can be external to the Partnership. All decisions on who to appoint as Chair require the two-thirds support of the Core Partners.

6. DECISION MAKER(S)

- a. The Board has assigned the Partnership's Managing Director as decision maker for urgent issues which need to be made outside of meetings.
- b. Decision makers are accountable to the Chair and will make decisions after taking the advice of the Board wherever possible.

7. FREQUENCY

- a. The board should meet three times a year either in person or online using video-conferencing platforms
- b. The Chair, Core Partners and the Partnership's Managing Director have the ability to make recommendations to change the frequency and must have the two-thirds agreement from any remaining Core Partners.

8. QUORUM

- a. The quorum is five Core Partners for all meetings and must include a minimum of one representative from a University, NHS provider, NHS commissioner and the Local Authority.

9. REVIEW

- a. This document should be reviewed in line with the Partnership Agreement, with the next review taking place in **July 2023**. The document may be varied by the two-thirds consent of the Core Partners.

ANNEX C

Performance and Resource Committee Terms of Reference

1. PURPOSE

- a. The purpose of the Leeds Academic Health Partnership (the 'Partnership') is to bring its members and experts together to solve some of the city's hardest health and care challenges. The Partnership aims to help people live healthier lives for longer by reducing health inequalities, driving growth that benefits all our communities, and improving the quality and efficiency of our health and care services.

2. AUTHORITY

- a. The Committee has been established by the Partnership Board to support the Partnership's Managing Director to review and monitor the Partnership's financial and business performance and commercial/business development and has the delegated authority to act in accordance with these Terms of Reference.
- b. The Committee is authorised to investigate any activity within its Terms of Reference and to seek the information it requires from anyone working for or with the Partnership, including its employees and those acting on behalf of the Partnership who will co-operate with any request made by the Committee.
- c. The Committee is authorised to obtain legal or other professional advice from internal or external sources as necessary.
- d. The Committee reports to the Partnership Board.

3. RESPONSIBILITIES

- a. The Committee is responsible for ensuring that the financial, business and performance components of the Partnership's activities and plans are being effectively deployed. Members will:
 - i. Oversee the Partnership's delivery against the financial, business and performance components of its activities;
 - ii. Consider performance against the financial plan, the implications of variances and ensure that mitigation and improvement actions are in place;
 - iii. Consider business development activities and implications, monitoring progress against any relevant action plans and business opportunities;

ANNEX B

- iv. Take staffing and budgetary decisions that do not change the overall nature of the Partnership. Any changes to the full staffing or a change in business direction will be discussed by the Board who may seek the recommendations of the Committee.

4. PATIENT AND PUBLIC ENGAGEMENT

- a. The Committee will ensure that patients and the public are involved and represented throughout the work of the Partnership, seeking focussed engagement where appropriate to maximise outcomes and benefits for all of Leeds' citizens.

5. MEMBERSHIP

- a. Each Core Partner will be allocated one seat per organisation, with the exception of the NHS Leeds Clinical Commissioning Group who will have a second seat in order to represent both clinical and non-clinical perspectives and Committee. Members should be nominated by their respective Board representative.
- b. Core Partners are
 - i. Leeds and York Partnership NHS Foundation Trust
 - ii. Leeds Beckett University
 - iii. Leeds City Council
 - iv. Leeds Community Healthcare NHS Trust
 - v. Leeds Teaching Hospitals NHS Trust
 - vi. Leeds Trinity University
 - vii. NHS Leeds Clinical Commissioning Group
 - viii. University of Leeds
 - ix. Yorkshire and Humber Academic Health Science Network
- c. One seat will also be allocated to the following who shall serve as members not to represent or advocate for their respective department, but to act in the interests of the Partnership as a whole
 - i. Managing Director, Leeds Academic Health Partnership
 - ii. Chief Operating Officer, Leeds Academic Health Partnership
 - iii. Director of Strategy, Leeds Academic Health Partnership
 - iv. Faculty Offices Management Accountant, University of Leeds
- d. Other members of the organisation will be invited to attend by the Chair as appropriate to the agenda.

ANNEX C

- e. In exceptional circumstances, where a Committee member is unable to attend a meeting, they may nominate a substitute representative from their organisation to attend, with agreement from the Chair. This deputy must have the authority to make decisions on behalf of the organisation.
- f. All Committee members will be considered of equal standing in all decision making. In the event of a vote, all Committee members shall have one vote each.

6. CHAIR

- a. The Chair of the Committee will be a Core Partner member of the Partnership Board. All decisions on who to appoint as Chair require the two-thirds support of the board's Core Partners.

7. DECISION MAKER(S)

- a. The Committee has assigned the Partnership's Managing Director as decision maker for urgent issues which need to be made outside of meetings.
- b. Decision makers are accountable to the Chair of the Committee and will make decisions after taking the advice of the Committee wherever possible.

8. FREQUENCY

- a. The Committee should meet every other month, up to six times a year, either in person or online using video-conferencing platforms.
- b. All members are expected to attend at least four meetings annually.
- c. The Committee members have the ability to make recommendations to change the frequency and must have the two-thirds agreement from the remaining members.

9. QUORUM

- a. The quorum is five members for all meetings

10. REVIEW

- a. This document should be reviewed in line with the Partnership Agreement, with the next review taking place in **July 2023**. The document may be varied by the two-thirds consent of the Partnership Board.



ANNEX D

Leeds Academic Health Partnership Membership Structure

There are three tiers of Leeds Academic Health Partnership membership: Core Partner, Delivery Partner and Advisory Partner. The following outlines the role of each member and the benefits of their membership.

Core Partners

Core Partners represent the founding members of the Leeds Academic Health Partnership. They are responsible for realising the purpose of the partnership by providing senior strategic leadership, oversight, and support. The core partners contribute to the operational costs of the partnership and may share its financial liabilities.

Core partners are:

- Leeds and York Partnership NHS Foundation Trust
- Leeds Beckett University
- Leeds City Council
- Leeds Community Healthcare NHS Trust
- Leeds Teaching Hospitals NHS Trust
- Leeds Trinity University
- NHS Leeds Clinical Commissioning Group
- University of Leeds
- Yorkshire and Humber Academic Health Science Network

As Core Partners, these members:

- Can shape the activities of the partnership team
- Have a seat on the Partnership Board
- Have a seat on any partnership committees
- Can access free training and development

Delivery Partners

Delivery Partners are health and care-related organisations who support the delivery of the partnership's strategic activity and provide specialist knowledge to underpin the partnership's programmes. Delivery partners may make a financial contribution to the partnership, depending on their organisational size and status.

Delivery partners are:

- Leeds City College
- Leeds Clinical Senate
- St Gemma's Hospice
- Yorkshire Cancer Research

ANNEX C

As delivery partners, these members:

- Have a seat on the Partnership Board
- Are involved in the shaping and delivery of partnership programmes
- Can access reduced cost training and development

Advisory Partners

Advisory Partners are organisations with broader geographies who can support the partnership's strategic development and delivery by providing advice and connecting the partnerships work to regional and national initiatives. They may also support programme delivery.

Advisory partners are:

- Leeds City Region Enterprise Partnership
- West Yorkshire and Harrogate Health and Care Partnership
- West Yorkshire Mayoral/Combined Authority

As advisory partners, these members:

- Have a seat on the Partnership Board
- Are involved in the shaping and delivery of partnership programmes
- Can access training and development