

Terms of Reference



This document sets out the following

- The aims and objectives of the Partnership
- The structure, governance and operation of the Partnership

1. Partnership Vision and Objectives

Vision

London will become the most climate-resilient global city. London's people, buildings, infrastructure, and systems are adapting dynamically to its changing climate, and its economy is reaping the rewards of being a world leader in this field

Objectives

1. Collect and share high quality information about expected climate change, its impacts on London and examples of suitable adaptation interventions, including identifying knowledge gaps and commissioning research where appropriate.
2. Raise awareness of the impacts of climate change with key stakeholders in different sectors, and help them develop appropriate adaptive responses, considering climate change as one of the long-term factors in their decision making and practice. This should include embedding adaptation into emissions reduction strategies.
3. Drive forward adaptation in London through member organisations that lead by example, acting as sector champions, and facilitate the delivery of adaptation actions where feasible.
4. Inform policy and implementation with local evidence, and assist in the development of London's environment strategy, the London Plan, and other relevant strategies and policies, including by providing expertise and responding to key consultations.
5. Promote the Partnership nationally and internationally and ensure that appropriate messages about climate change impacts and adaptation reach Londoners by communicating information, experience, and good practice examples.
6. Monitor how well London is adapting to climate change.

2. The Partnership

The Audit Commission has defined a Partnership as *"an agreement between two or more independent bodies to work collectively to achieve an objective."*

This document sets out the nature of the agreement between the independent bodies on how they will work together. It describes the structure of the London Climate Change Partnership (LCCP), the key roles, and the way in which the Partnership's business is conducted.

The Terms of Reference should be read in conjunction with:

- The Partnership Declaration (Appendix A)
- The Memorandum of Understanding (Hosting Body) (Appendix B)
- The current membership list (Appendix C)
- A Member Declaration of Interests (Appendix D)

The Partnership is an unincorporated association. The Greater London Authority is currently the hosting body for the Partnership, providing essential support including managing the Partnership's finances and funds.

Membership

The Partnership is composed of Partners who affirm a commitment to driving climate change adaptation in London and take an active part in the LCCP's work, through its advisory or topic-based sub-groups. Non-partners, or external stakeholders, may also take part in the LCCP's wider network, attending events, responding to LCCP communications, and collaborating on discrete projects.

Membership criteria

LCCP Partners should be leaders in adapting London to climate change. They should be organisations that:

- Have responsibilities for adapting their sectors or communities (or have influence in adapting London)
- Make long-term investment or policy decisions
- Provide access to networks of relevant stakeholders
- Have knowledge and expertise to accelerate and support adaptation progress
- Wish to collaborate with the LCCP to deliver programmes or projects that meet adaptation objectives
- Have an influential voice to lobby central government to enable adaptation nationally and in London.

Roles and responsibilities of Partners

London Climate Change Partnership members will:

- Contribute actively to the business of the Partnership, in terms of time, expertise, and resources, including by attending meetings of the Partnership
- Contribute to the development of the Partnership's programme of work, for example by delivering actions and projects they have agreed to undertake, and reporting back on these
- Communicate the work of the Partnership to others, including to appropriate colleagues in their own organisations

- Report to the Partnership any significant developments they are aware of appropriate to the business of the Partnership
- Adhere to the Partnership terms of reference.

In pursuit of this, all Partners must sign the Partnership Declaration (Appendix A). Partners may leave the Partnership by giving notice to the Chair at any time.

Attendance at Partnership meetings

Partners are expected to nominate a primary contact / attendee. It is expected that the primary contact will attend meetings wherever possible, and that in other cases the primary contact will nominate an alternate. Continuity of attendance by the same person will assist the efficient progress of the Partnership's business and is encouraged.

Where an organisation's representative is absent from the meeting, a substitute may attend in their place with full voting rights. Guests may attend meetings of the Partnership as agreed in advance by the Chair, and may participate in the discussion of meetings, at the discretion of the Chair, but are not entitled to vote.

Conflicts of interest

The Partnership will manage potential conflicts of interest in line with best practice. Each Partner is required to declare any conflicts of interest at the start of Partnership meetings and in the event that a conflict might occur. Partners are excluded from decision making that may put them in a conflicted position.

Decision making

All significant decisions will be made by the Partnership, with advice from the Advisory Group where appropriate, and led by the Chair. Decisions will be made by consensus wherever possible. Where votes are taken, each partner will have one vote and in the event of an equal number of votes being cast on any matter the Chair will have the casting vote. The Hosting Body has the right to veto any decisions that have significant financial or administrative consequences for it. All decisions will be recorded in the minutes.

Where decisions need to be made between meetings, the following will apply:

- For an issue that is both significant and urgent, the members of the Partnership will be informed by email and given a deadline for their response. Responses must be made by email. A decision will be made based on the collated responses.
- Where a decision is required quickly and a response from the Partnership cannot reasonably be sought, the Chair will make a decision. The Partnership will be informed by email, unless the issue is not urgent, in which case it will be reported at the next meeting.
- Where a decision has clear and particular implications for a Partner, that Partner will be informed as soon as reasonably possible.

No financial commitments can be made on behalf of the Partnership without a decision made in accordance with the above.

3. Role, appointment and deselection of the Chair

The Chair's role is

- to provide leadership of the Partnership and impetus to achieve the Partnership's aims and objectives
- to chair meetings of the Partnership and Advisory Group
- to ensure development and delivery of the Partnership's programme of work
- to ensure co-ordination of and liaison between task groups
- to take operational decisions about the work of the Partnership between Partnership meetings
- to promote the work of the Partnership

In this role the Chair will be supported by and responsible to all Members.

Appointment of Chair

The appointment of the LCCP Chair will be overseen by the hosting body and will adhere to recognized good practice in fairness and transparency. It will follow the process set out below:

- Members of the LCCP advisory sub-group will prepare a job description and person specification setting out the terms and conditions of the Chair role and the skills, experience, and attributes sought.
- The advisory sub-group will appoint a group to review candidate applications and agree criteria for shortlisting.
- The LCCP will advertise the Chair role on its website and through its network, and in an appropriate range of media as agreed by Partners. The job description, person specification, and other relevant materials about the role and the selection process will be made available online and in hard copy upon request.
- Candidates will be invited to submit an expression of interest, which will include a CV and covering letter, in support of their candidacy.
- Criteria for shortlisting applications will be applied to all candidates, and the shortlisting process will be followed by interview. The interview panel would consist of LCCP Partners, including the GLA, the Environment Agency, and one other partner organisation to be agreed.
- If a candidate receives the support of an outright majority of the LCCP membership, they will be designated Chair.

The Chair can serve a three-year term that can be renewed for a maximum of a further three years. The Chair should give six months' notice before resigning the position, and support succession planning for a new Chair during the final six months in post.

Deselecting the Chair

Any LCCP partner may instigate a vote of no confidence in the Chair. If the vote is supported by more than two-thirds of the Partnership, then the Chair shall stand down immediately and the Deputy Chair shall initiate the appointment process for a new Chair.

4. Deputy Chair

The role of the Deputy Chair is to deputise for the Chair when the Chair is not available. The Deputy Chair will be appointed by the Partnership.

The deselection of the Deputy Chair shall follow the same mechanism as the deselection of the Chair.

5. Advisory Group

The Advisory Group will be a permanent LCCP sub-group that takes away and considers more detailed decisions and initiatives and presents recommendations back to the Partnership for agreement. Such decisions may be related to:

- the strategic direction of the Partnership, and its aims and objectives
- the Partnership's work programme and its delivery
- financial matters, such as the Partnership's applications for funding from other bodies and the allocation of Partnership funds to projects and task groups
- the progress of task groups
- sign off of project outputs, such as reports

Advisory Group membership and meetings

The Advisory group will be drawn from among Partnership members and will include a representative of the hosting body. The group will meet as needed to consider the business of the Partnership. For any particular meeting, it should seek to include representation from organisations relevant to the matters being discussed.

6. Sub-groups

Each LCCP sub-group will have a clear remit agreed with the Partnership, setting out its objectives, the funding available to it from the Partnership, and the timescale during which it is expected to operate.

The Chair of each sub-group will be appointed from and by members of the respective sub- group.

The Chair of each task group will:

- Organise meetings as appropriate

- Invite appropriate Partner organisations to take part in the work of the sub-group
- Be responsible for establishing the programme of work and the funding for the group, including any additional funding raised separately
- Manage the work of the sub- group to achieve the agreed objectives within the agreed timescale
- Ensure that the sub- group has a communications plan if appropriate, and liaise with the Partnership's Communications Group about this
- Liaise with the Chair about the group's work
- Ensure that key decisions and actions of the sub- group are recorded and the minutes circulated to members of the group and the Chair and Deputy Chair of the Partnership

The Chair of the sub- group should identify and refer to the Advisory Group, or the wider Partnership, any significant decisions about the work of the Partnership, and in particular in relation to controversial or sensitive issues and/or Partnership finances.

7. Partnership Manager

The Partnership Manager is (usually) recruited and employed by the hosting body in consultation with the Partnership. The role of the Partnership Manager is to:

- Manage the Partnership's work programme
- Support the Partnership and Chair
- Work with the sub-group Chairs to deliver the sub-group's work programme
- Conduct activities as appropriate to the efficient running of the Partnership

9. Governance

The Partnership will have regard to the requirements and recommendations of the hosting body with respect to the governance of Partnerships. The hosting body will inform the Chair of the Partnership when such requirements and recommendations change. In particular, these Terms of Reference and other Partnership arrangements will be reviewed periodically and any changes made notified to the hosting body.

13. Intellectual Property

The intellectual property of the Partnership will be managed by the hosting body and pass to the new hosting body upon change of hosting body. Partners will have a perpetual free licence to use any intellectual property attributable to the Partnership, unless specific contracts are entered into setting out different arrangements.

Appendix A – Partnership Declaration

(NAME OF ORGANISATION) is a Member of the London Climate Change Partnership.

We are committed to working together with other organisations to further the aims and objectives of the Partnership. In pursuit of this, we agree to:

- Ensure that our organisation takes appropriate action to assess the risks from climate change, to adapt to climate change, to raise awareness of the impacts of climate change with our stakeholders and to monitor the progress of these actions
- Take responsibility for the delivery of agreed projects and actions where defined by the Partnership.
- Facilitate the delivery of agreed actions using our organisation's resources, where appropriate.
- Send a representative to meetings of the Partnership and/or sub- groups
- Abide by the Terms of Reference of the Partnership
- Inform the Partnership of relevant work we are carrying out around adaptation to climate change
- Notify the Partnership of any threat to our continued full participation in the Partnership

The Greater London Authority will:

- Employ the Partnership Manager
- Provide a venue for Partnership meetings and events, as appropriate and subject to room availability.

In return, the Partnership agrees to:

- Carry out the agreed programme of work efficiently
- Keep Partners informed on progress with the programme of work
- Provide Partners with the outputs of the programme of work
- Inform Partners where Partnership activity will or may have particular implications for their organisations

Signed: (Full name)

(Position)

(Organisation)

(Date)

Appendix B - Memorandum of Understanding (Hosting Body)

Between the **[Hosting Body]** and

The Chair and Members of the London Climate Change Partnership

This document should be read in conjunction with:

- The Aims and Objectives of the Partnership
- The Terms of Reference of the Partnership
- The Work Programme of the Partnership

Purpose

The **[Hosting Body]** is a Member in the London Climate Change Partnership (the Partnership). The purpose of this document is to set out the special responsibilities of the **[Hosting Body]** to the Partnership and of the Partnership to the **[Hosting Body]**, in addition to the normal relationship between a partner and the Partnership.

[Hosting Body] responsibilities to the Partnership

- Financial services including collecting and holding Partnership funds, where allowable under financial regulations applicable, and making payments for goods and services.
- The **[Hosting Body]** will respond to any requirements from a funder of the Partnership to account for the spending of their funds. In particular, this will apply to Defra funding.
- Legal assistance where appropriate
- Output of press releases, unless another Member is deemed more suitable to take the lead
- Provide suitable workspace for the Partnership Manager
- Provide venue for the LCCP Steering Group meetings and up to two events per year, including arranging appropriate catering. The costs of catering will be met from the Partnership's funds
- The **[Hosting Body]** will inform the Chair of the Partnership when its requirements and recommendations with respect to the governance of Partnerships change.
- The Hosting Body has the right to review or end its role as Hosting Body should the Partnership Manager cease to be employed through it.

Partnership responsibilities to the [Hosting Body]

- Members will raise any conflicts of interest with the Partnership Chair and/or Chair of appropriate Sub Group at the beginning of each meeting
- Members will act in a professional manner and with due diligence
- Members will advise the Hosting Body on the expenditure of public money
- The Partnership will be responsible for any liability for overspend of its own funds held by the Hosting Body.

Appendix C - Current Membership

Affinity Water
Brunel University
City of London Corporation
Concrete Centre
Environment Agency
Grantham Research Institute at LSE
Greater London Authority
Heathrow Airport
Institution for Civil Engineers
Julie's Bicycle
Lloyd's
London Councils
London Environment Coordinators' Forum
London Resilience
London Sustainability Exchange
London Wildlife Trust
Met Office
Port of London Authority
Public Health England
Resilience First
Space4Climate Group
Thames Estuary Partnership
Thames Water
Transport for London
UK Climate Impacts Programme
UK Green Building Council
University College London
University of Reading