



Memorandum of Understanding and Transition Framework

between

Voluntary and Community Action Sunderland (VCAS)

and

Sunderland Voluntary Sector Alliance (SVSA)

Version 1.0

March 2026

1. Purpose

This Memorandum of Understanding (MoU) sets out shared principles, intentions, commitments and working arrangements between Voluntary and Community Action Sunderland (VCAS) and the Sunderland Voluntary Sector Alliance (SVSA).

Its purpose is to:

- Support and champion Sunderland's VCSE sector
- Remove duplication and reduce inefficiency
- Prevent sector fatigue and confusion
- Promote clarity, trust and collaboration
- Strengthen sector voice, independence and representation
- Enable future investment
- Provide a structured pathway toward the ambition of co-creating a single Local Infrastructure Organisation (LIO) for Sunderland
- Ensure this single infrastructure organisation is intrinsically led and co-created through the wider VCSE sector and VCSE organisational members.

Upon agreement of a 'new' LIO arrangement, this organisation will be co-developed to meet the requirements for NAVCA's Local Infrastructure Quality Accreditation (LIQA) within six months, ensuring it operates to nationally recognised standards of quality, independence and accountability.

This MoU incorporates a Transition Framework (Sections 18–28) that outlines how VCAS and SVSA will work together, supported by Sunderland City Council, to safely and responsibly explore the development of a unified VCSE Infrastructure model.

2. Status

While this MoU is not legally binding, it records mutual intentions and a framework for joint working, collaboration and transition planning. It is a living document and will be reviewed periodically.

3. Definitions and scope

- **VCSE sector:** the voluntary, community and social enterprise organisations operating in Sunderland.
- **Joint workstream:** a project, bid, campaign or activity agreed and resourced by both parties.
- **Geographic scope:** the City of Sunderland unless otherwise agreed.
- **Intelligence:** non-personal aggregated data, anonymised case-level information, trend analysis and learning.

- **Local Infrastructure Organisation (LIO):** the future single infrastructure body, which will be developed to meet NAVCA's LIQA accreditation standards.

4. Shared principles

Both organisations agree to:

- Act in the best interests of the VCSE sector and the communities it serves throughout Sunderland.
- Work collaboratively, avoiding duplication and competitive actions that damage sector capacity.
- Maintain open, honest and timely communication.
- Respect each other's staff, volunteers, governance and reputation.
- Champion the values and contribution of the VCSE sector.
- Uphold professional standards aligned with NAVCA best practice.
- Ensure the sector benefits from the four NAVCA core functions:
 - Leadership and advocacy
 - Partnerships and collaboration
 - Capacity building
 - Volunteering.
- Promote equality, diversity, inclusion and exemplary safeguarding.
- Work towards sustainable, long-term impact for the sector.

Both parties commit that any future LIO will be developed to secure NAVCA's Local Infrastructure Quality Accreditation (LIQA) as a mark of excellence and sector confidence.

5. Roles and responsibilities

Both organisations will:

- Create a working document detailing lead areas of responsibility in order to avoid confusion, remove duplication and build on the strengths of each partner.
- Where activities are identified that would benefit from collaboration, agree a joint approach or nominate a lead partner and define supporting roles in writing.
- Pursue joint workstreams, funding bids, campaigns, and events, where appropriate, governed by mutually agreed project plans and financial arrangements.
- Agree and implement effective arrangements for ensuring the sector is well represented in appropriate forums.
- Pending the creation of a single organisation, maintain accountability to their respective governance structures.

6. Data sharing, confidentiality and GDPR

- Data shared between parties will comply with GDPR and relevant data protection legislation.
- Parties will only share personal data where consent has been clearly given and there is a justifiable and lawful basis to do so.
- Personal data will be anonymised before aggregation and publication unless explicit, documented consent permits identifiable use.
- Each party remains the data controller for the personal data it collects; roles as controller or processor will be confirmed in writing for specific joint projects.
- Shared datasets will be transferred securely and retained only as long as necessary for the agreed purpose.
- Confidential information disclosed under this MoU will be used only for agreed collaborative purposes and treated as confidential for a period of three years after disclosure unless otherwise specified.

7. Conflict of interest

- Staff, trustees or volunteers involved in joint work must declare any actual or perceived conflicts of interest.
- Declared conflicts will be managed transparently and recorded; a mitigation plan will be agreed if necessary.

8. Decision making and governance

- Decisions will be made collaboratively through regular meetings and agreed processes.
- Operational decisions for joint workstreams will be made by named managers from each organisation.
- Strategic decisions or disputes will be escalated to senior leadership.
- Each organisation retains autonomy over its internal governance.

9. Financial arrangements

- Financial responsibilities for joint projects will be defined in project-specific agreements covering budgets, cost sharing, grant-holding, procurement, and overhead allocation.
- Each party will maintain transparent records of funds they administer on behalf of joint workstreams and provide regular financial updates to partners and funders.

10. Intellectual property and outputs

- Ownership of reports, data products, templates, and other outputs will be agreed in advance for each joint workstream.
- Where not otherwise agreed, intellectual property created jointly will be co-owned with usage rights for both parties.
- Use of partner logos and branding in public materials requires prior approval.

11. Communications protocol

- Public communications about joint activity will be coordinated and approved by both parties, prior to any communication – written, electronic or verbal – being made.
- Joint press releases, major public statements, and marketing materials will be shared for sign-off at least 7 working days prior to publication.
- If considered an urgent situation, by both parties, the partners will notify each other immediately and agree a joint approach as soon as possible.

12. Monitoring, KPIs and reporting

- Partners will agree a simple set of performance indicators for joint workstreams and a reporting cadence (typically quarterly).
- Monitoring outputs will include activity summaries, basic financial reporting, and agreed impact indicators.
- Findings and learning will be shared with the sector in accessible formats.

13. Escalation and dispute resolution

- Operational concerns will be raised with operational leads within 10 working days of identification.
- If unresolved, matters will escalate to senior leadership within a further 10 working days.
- If senior leadership cannot resolve the issue, parties will seek mediation with an independent third party acceptable to both organisations before considering legal remedies.

14. Exit, wind-down and continuity

- Either party may withdraw from this MoU by providing three months' written notice.
- Withdrawal will trigger a handover plan for active clients, projects, data, and funded activities to avoid service disruption.

- Parties will agree responsibility for completing any outstanding contractual commitments or transferring them to an agreed provider.

15. Equality, diversity and inclusion

- Both parties commit to embedding EDI in governance and delivery and will take reasonable steps to ensure joint activities are inclusive and accessible.

16. Version control, review and amendment

- This MoU is Version 1.0.
- The MoU takes effect from 1st April 2026 and remains in place for 12 months.
- The MoU will be reviewed annually or sooner if required.
- Amendments require written agreement by authorised signatories from both parties.

TRANSITION FRAMEWORK (Integrated Addendum)

Forming part of the MoU

17. Purpose of the Transition Framework

VCAS and SVSA agree to work collaboratively, transparently and responsibly towards the development of a single VCSE Infrastructure Organisation for Sunderland VCSE. Placing at its centre a framework that has member organisations' interest at its core.

This framework will:

- Provide a structured approach to removing duplication
- Underline clarity of funding responsibilities
- Ensure and safeguard the independence of the VCSE sector
- Maintain due diligence for staff, trustees and funders
- Ensure a coordinated approach to joint funding opportunities
- Provide a resourced transition process, with a scheduled timeline that reflects and legal and financial responsibilities
- Ensure that any subsequent LIO agreement will be developed to achieve NAVCA's LIQA accreditation and be fully aligned with best practise as defined by the LGA and the Directory for Social Change. See:

[NAVCA | Quality Accreditation](#)

[Working with Local Infrastructure Organisations to engage smaller VCFSE organisations:](#)

[Good practice guide | Local Government Association](#)

[Directory of Social Change - Grants for Good Campaign](#)

18. Identifying and removing duplication, and streamlining infrastructure functions

VCAS and SVSA will undertake a structured review of all operational, governance and service delivery functions to:

- Identify and remove wasteful duplication, overlap and inefficiency
- Map strengths and gaps across both organisations
- Develop options for rationalisation and alignment
- Reduce sector confusion and improve clarity of offer
- Support the ambition of a single infrastructure body
- Ensure that any future LIO meets LIQA standards relating to clarity of purpose, governance and service quality (see above link)

A joint working group, will oversee this work and report quarterly.

19. Funding Transparency and Mapping

Both parties commit to a full transparency and mapping of all funding streams, including:

- Restricted and unrestricted income
- Commissioned services
- Membership-based responsibilities
- Historic and legacy funding
- Contractual obligations and liabilities

This ensures:

- Clarity of financial responsibilities
- Compliance with funder conditions
- Identification of transferable and non-transferable funding
- A shared understanding of the financial landscape, locally, regionally and nationally
- Financial governance aligned with LIQA expectations

No transfer of funds, contracts or liabilities will occur without due diligence and funder approval.

20. Safeguarding sector independence

VCAS and SVSA reaffirm that any future infrastructure model must:

- Maintain an independent, credible and representative VCSE voice
- Be accountable to its members
- Avoid undue influence from any single statutory partner
- Uphold democratic, transparent and sector-led governance
- Meet LIQA standards for independence, accountability and member voice

These principles underpin all transition planning.

21. Statutory relationship (LGA-aligned)

VCAS and SVSA commit to working with Sunderland City Council in line with Local Government Association principles for effective statutory-VCSE relationships, including:

- Mutual respect and parity of esteem
- Clear roles, responsibilities and expectations
- Early engagement on policy and commissioning
- Recognition of the VCSE sector's independence and right to challenge
- Transparent and proportionate funding arrangements
- Shared accountability and joint learning
- Commitment to long-term partnership and sector stability

These principles will guide all transition planning and governance development.

22. Due diligence for staff, trustees and legal responsibilities

The transition programme will include:

- TUPE [Transfer of Undertakings Protection of Employment] assessment and workforce mapping
- Legal advice on governance, charity law and liabilities
- Asset and contract review
- Risk assessment and mitigation planning
- Clear documentation of all decisions

Due diligence will be aligned with LIQA standards relating to governance, workforce and organisational integrity.

23. Alignment with NAVCA Best Practice and LIQA

VCAS and SVSA commit to aligning all transition planning with NAVCA's national best-practice framework for Local Infrastructure Organisations.

NAVCA's **Local Infrastructure Quality Accreditation (LIQA)** will be used as:

- A design framework for the future LIO
- A benchmark for quality, independence and accountability
- A reference point for due diligence, governance development and workforce planning
- A shared language for communicating expectations to funders and partners

Any newly established LIO will be developed with the explicit intention of securing LIQA accreditation within its first operational cycle, 12 months.

24. Joint funding opportunities and collaborative investment

VCAS and SVSA will develop a coordinated approach to identifying and securing joint funding opportunities, including:

- A Joint Funding Strategy
- A shared funding intelligence system
- Clear processes for deciding lead and partner roles
- Support for collaborative bid development
- Mechanisms to ensure smaller organisations can participate fairly

This aims to maximise external investment into Sunderland's VCSE sector and meet LIQA standards for strategic leadership and partnership working.

25. Transition funding and resourcing

To deliver the commitments in this framework, VCAS and SVSA will seek funding support to be confirmed from Sunderland City Council and Gentoo.

This funding will:

- Resource transitional capacity
- Support sector engagement and consultation
- Fund legal, financial and governance due diligence
- Enable the development of a single, sustainable VCSE Infrastructure model
- Support the organisation to meet LIQA requirements

Both VCAS and SVSA agree to provide joint quarterly reports to Sunderland City Council and Gentoo as to progression.

26. Review and amendment

This Transition Framework will be reviewed every six months or sooner if required. Amendments require written agreement by authorised signatories of both organisations.

27. Signatory Authority

Each signatory confirms they have authority to commit their organisation to the terms of this MoU.

Signed on behalf of **Voluntary and Community Action Sunderland (VCAS)**

Signature: _____

Name: _____

Role: _____

Date: _____

Signed on behalf of **Sunderland Voluntary Sector Alliance (SVSA)**

Signature: _____

Name: _____

Role: _____

Date: _____