



## STRATEGIC COLLABORATIVE WORKING AGREEMENT

between

**KINGDOM HOUSING ASSOCIATION**

and

**OCHIL VIEW HOUSING ASSOCIATION**

### 1. Parties to the Agreement

1.1 This collaborative working agreement is between

**Kingdom Housing Association Ltd (Kingdom)**

Saltire Centre, Pentland Court  
Glenrothes, Fife, KY6 2DA

*Co-operative and Community Benefits Societies Act 2014 No.1981 R(S)*  
*Scottish Housing Regulator No. HEP 142*  
*Scottish Charity No. SC000874*  
*Property Factor Reg. No. PF000193*

and

**Ochil View Housing Association Ltd (Ochil View)**

Ochil House, Marshill  
Alloa, Clackmannanshire, FK10 1AB

*Co-operative and Community Benefits Societies Act 2014 No. 2310 R(S)*  
*Scottish Housing Regulator No. HAL 213*  
*Scottish Charity No. SC033130*  
*Property Factor Reg. No. PF000369*

1.2 Where applicable, the agreement will also cover any subsidiary companies, or related organisations of the above.

### 2. Introduction

2.1 This agreement is not intended to be a legally binding contract or formal partnership. The intention is to identify the framework and protocol for joint working and cooperation between the partners. It is a Charter of our Intentions.

- 2.2 Each party will be responsible for delivery of their own strategy and on-going operations.
- 2.3 Each Housing Association is independent and has specific aims and objectives. This agreement aims to promote the mutual interests through joint working and collaboration.
- 2.4 This agreement is intended to focus on the delivery of specific future new supply affordable housing projects, where:-
  - Kingdom is the lead developer partner,
  - Ochil View is the intended owner and landlord for the future projects.

### **3. Purpose**

- 3.1 To form a strategic and operational partnership arrangement which allows both partners to align their objectives and activities so they can work effectively to deliver improvements in housing delivery and related services for the people and communities of Clackmannanshire.
- 3.2 Although this agreement is primarily related to the delivery of new affordable housing projects, the collaborative approach may be applied across a range of other activities delivered by the partners including the following:-
  - Housing Services.
  - Asset Management.
  - Central Support Services.
  - Care & Support Services.
  - Community Initiatives, which support tenants, their neighbourhoods and the communities where they live.

### **4. Aims and Objectives**

- 4.1 The partners aim to:-
  - Deliver new homes to meet identified and agreed needs in the Clackmannanshire area.
  - Provide mutual support to manage housing through sustainable tenancy and tenure solutions.
  - Deliver wider community benefits through collaborative working.
  - Provide an effective strategic partner for Clackmannanshire Council and other organisations in the delivery of the Housing and Community Strategies.
- 4.2 Work individually and collectively with our tenants, service users, partners, stakeholders and communities.
- 4.3 Add to our core activities of housing provision, management, and
- 4.4 Where possible, we will work together to deliver community initiatives, with a focus on the following:-

- Promoting community initiatives projects to our tenants in order that they can access the project opportunities and improve their capacity to sustain their tenancies.
- Assisting tenants to address challenges associated with welfare benefit reform, fuel poverty and financial capability issues.
- Training and employability, in order to support workless people towards sustainable employment.
- Energy efficiency and the environment, in order to make a significant contribution to environmental sustainability.
- Education initiatives, through establishing mutually beneficial partnerships, with pupils and students being the main beneficiaries.
- Community involvement, in order to regenerate community spirit and improve the neighbourhoods where people live, through public participation projects.

## **5. Protocol**

- 5.1 All parties to this agreement will operate through an approach which recognises openness, trust and co-operation.
- 5.2 No individual partner can make commitments, which bind other partners, without prior agreement or delegated authority.
- 5.3 Each party will be an equal partner and where projects are promoted as collaborative projects, all participating partners will agree this.
- 5.4 This agreement recognises that each partner remains independent and may not be an active participant in all projects or activities.
- 5.5 Each Association will identify a named principal contact for collaborative matters.
- 5.6 Senior Officers, or nominated representatives, will normally meet bi-monthly to review and monitor the Alliance projects and agree activities to be progressed.
- 5.7 There will be a meeting of the Chairs and Chief Officers, from each of the partners, to review activities and agree the collaborative strategy. The frequency of these meetings to be agreed between the parties.

## **6. Basis of Our Arrangements**

- 6.1 In addition to the development of new housing, the extent of the joint working will vary depending on the activity or project and may range from information sharing and cost sharing projects, to formal partnership agreements.
- 6.2 Where required, a formal partnership arrangement, Service Level Agreement or appropriate legal agreement, will be agreed between the parties involved in specific projects.
- 6.3 All projects may be delivered by an agreed lead partner, on behalf of the parties.

## **7. Servicing Arrangements and Costs**

- 7.1 Servicing the work of the partnership will be shared between the partners and each party will meet their own routine costs associated with participation.
- 7.2 Where a particular partner agrees to undertake specific activities related to servicing the partnership or for particular projects, the costs will be agreed in advance and reimbursed by the other member.
- 7.3 If the partners agree to provide a joint service, the basis of sharing the costs will be agreed and reviewed on an annual basis, as appropriate.
- 7.4 Where one partner provides a service or services to the other partner, the service will be arranged and agreed through a separate agreement, where required.
- 7.5 All parties agree to pay any agreed costs on a timely basis and comply with the terms of any agreement made by them.

## **8. Declaration of Interest**

- 8.1 All parties agree to be transparent on matters concerning the collaboration and to declare any potential or actual conflicts of interest.

## **9. Governance and Confidentiality**

- 9.1 Each partner will be individually responsible for Regulatory and Governance compliance and for reports to Management Committees, Boards and other Stakeholders.

## **10. Confidentiality**

- 10.1 Notwithstanding the information which requires to be shared with partner agencies i.e. the local authority and Scottish Government both parties agree only to divulge the information required and that in all other aspects the principles of confidentiality will be applied throughout the period covered by this agreement

## **11. Dispute Resolution**

- 11.1 The parties agree to operate collaboratively and address any areas of misunderstanding or conflict through discussion and mutual agreement.

## **12. Public Relations**

- 12.1 All parties agree to promote the collaborative arrangement for joint projects.

## **13. Monitoring & Review**

- 13.1 The Agreement and the Collaborative Working Arrangements will be monitored and normally formally reviewed annually, or a timescale to be agreed by the partners.

**14. Agreement**

14.1 The partners will work in collaboration to deliver the aims and objectives of this Agreement.

**Signatory**

**Date**

Kingdom HA \_\_\_\_\_ Chairperson  
\_\_\_\_\_ Chief Executive

Ochil View HA \_\_\_\_\_ Chairperson  
\_\_\_\_\_ Director