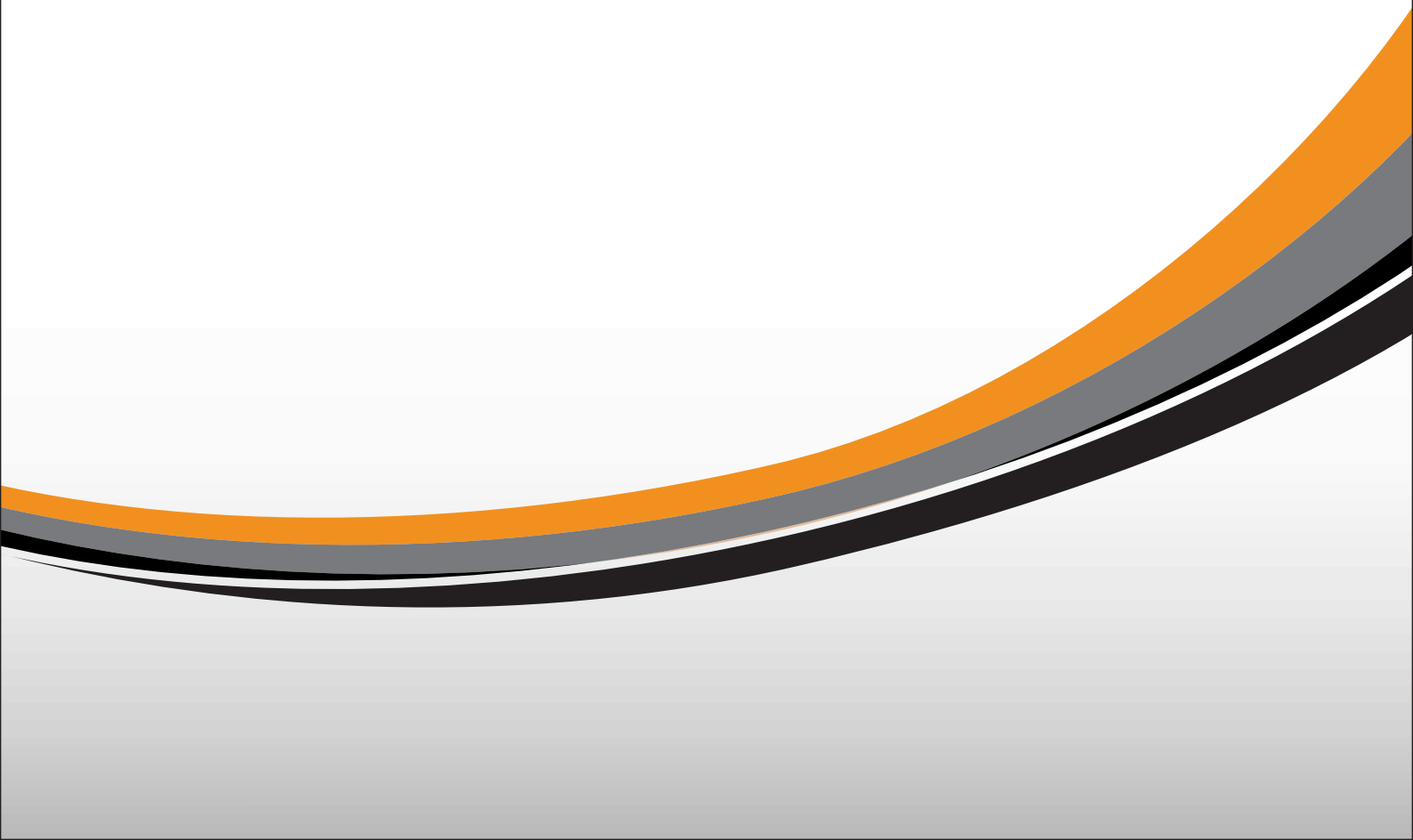




napicu

national association of psychiatric intensive care & low secure units

**MEMORANDUM OF UNDERSTANDING IN RELATION TO
ANY PLANNED 'INTERNATIONAL AFFILIATE OF NAPICU';
WITH SPECIFIC REFERENCE TO THE BELGIAN
'INTERNATIONAL AFFILIATE OF NAPICU'**



1. BACKGROUND TO THIS MEMORANDUM OF UNDERSTANDING

- 1.1. This document sets out a model Memorandum of Understanding (MOU) between the National Association of Psychiatric Intensive Care and Low Secure Units (NAPICU) and any 'International Affiliate of NAPICU'.
- 1.2. This document was prepared in February 2013, and sets out some of the initial models and structures related to partnership working between NAPICU and its affiliate groups around the world. The document considers areas of strategy, management, governance, finances, leadership, communications, probity and professionalism.
- 1.3. This document will be reviewed triennially by the NAPICU Executive Committee, and in this respect the next review will be due in January 2016.
- 1.4. If at any point prior to the next three-yearly review, the NAPICU Executive Committee or any local Chair Person of any 'International Affiliate of NAPICU' are of the opinion that this document requires a review, the following procedure should be followed. A written request should be submitted to the Chairman, Vice Chairman or Director of Operations of NAPICU. The decision to implement a re-review would be made by the Chairman of NAPICU.
- 1.5. This document is set out as a generic document for any 'International Affiliate of NAPICU'. However, Section 7 of the document can be adapted for information relating to a specific 'International Affiliate of NAPICU'.
- 1.6. This MOU sets out the relationship between NAPICU and any 'International Affiliate of NAPICU'. The MOU is in place for as long as the 'International Affiliate of NAPICU' exists as a group. The MOU and the implied relationship between NAPICU and any 'International Affiliate of NAPICU' can be terminated at any point in time with due notice of termination by either party.
- 1.7. If NAPICU wishes to terminate its relationship with any 'International Affiliate of NAPICU', this must be done in writing to the local Chair Person of the 'International Affiliate of NAPICU' by the Chairman, Vice Chairman or Director of Operations of NAPICU. The required notice period is a minimum of one calendar month.
- 1.8. If any 'International Affiliate of NAPICU' wishes to terminate its relationship with NAPICU, this must be done in writing by the local Chair Person of the 'International Affiliate of NAPICU', and sent to the Chairman, Vice Chairman or Director of Operations of NAPICU. The required notice period in this respect is a minimum of two calendar months.

2. BACKGROUND TO THE NATIONAL ASSOCIATION OF PSYCHIATRIC INTENSIVE CARE AND LOW SECURE UNITS (NAPICU)

- 2.7. The NAPICU Executive Committee comprises:
 - 2.7.1. A Chairperson
 - 2.7.2. A Vice Chair
 - 2.7.3. A Treasurer
 - 2.7.4. A Director of Operations
 - 2.7.5. An Editor in Chief for the Journal of Psychiatric Intensive Care
 - 2.7.6. A Director of Research
 - 2.7.7. A Director of Education
 - 2.7.8. A Director of Scientific Programmes
 - 2.7.9. A Deputy Director of Scientific Programmes
 - 2.7.10. A Director of Policy and Standards
 - 2.7.11. A Director of Public Relations and Communications
 - 2.7.12. At least one Service User (Patient) Representative
 - 2.7.13. At least one Carers' Representative
 - 2.7.14. A variable number of members of the NAPICU Executive Committee who do not occupy one of the positions described in 2.7.1 to 2.7.13 above, who will have specific areas of executive responsibility. Examples include membership, international liaison and website management.
 - 2.7.15. A variable number of members of the NAPICU Executive Committee who do not occupy one of the positions described in 2.7.1 to 2.7.13 above, who will work alongside another member of the NAPICU Executive Committee working in a role described in 2.7.1 to 2.7.13 above.

3. BACKGROUND TO AN 'INTERNATIONAL AFFILIATE OF NAPICU'

- 3.1. An 'International Affiliate of NAPICU' is defined as follows:
 - 3.1.1. A 'multidisciplinary group of professionals' related to acute inpatient or emergency psychiatric services within a specified country (not including the United Kingdom). Such services could (and most likely would) include mental health services of a similar nature to PICU and LSU services in the United Kingdom.
 - 3.1.2. The reference in 3.1.1 above, to a 'multidisciplinary group of professionals' includes patient representatives, carer representatives, commissioners, policy makers, managers, professionals within non-healthcare interface agencies (e.g. criminal justice agencies), researchers, academics, educationalists, social services representatives, as well as healthcare clinicians of all disciplines (psychiatric medical doctors, nurses, psychologists, psychotherapists, occupational therapists, pharmacists). This is not a complete list, but it serves to illustrate the multidisciplinary complexion of NAPICU and any 'International Affiliate of NAPICU'.
 - 3.1.3. An 'International Affiliate of NAPICU' would comprise a multidisciplinary group of professionals who would convene a local group, the members of which are local to a specific non-UK country. (Note additional proxy group member described in 3.1.4.)
 - 3.1.4. To promote the shared aims of the organisation, the local group described in 3.1.3 would also include one member from the NAPICU Executive Committee who would be nominated by the NAPICU Chairperson. This member would act as an ordinary member of the local group, but would not necessarily be required to attend the local group meetings in person. The external member would act as a link between the local group and the NAPICU Executive Committee.

4. OPERATIONAL MATTERS RELATING TO THE 'INTERNATIONAL AFFILIATE OF NAPICU'

4.1. The governance and communication arrangements are as follows:

- 4.1.1. Any 'International Affiliate of NAPICU' is an affiliate of NAPICU. In this respect, an affiliate is any of, one or more groups outside the United Kingdom, who are governed to the same degree, as per this MOU, by the NAPICU Executive Committee.
- 4.1.2. No member of any 'International Affiliate of NAPICU' has any automatic right to be a member of the NAPICU Executive Committee. Becoming a member of the NAPICU Executive Committee would require any individual within the 'International Affiliate of NAPICU' to go through a process identical to that applicable to any other member of NAPICU.
- 4.1.3. An 'International Affiliate of NAPICU' would be governed at arms-length by the NAPICU Executive Committee. In this respect, arms-length implies that although the 'International Affiliate of NAPICU' is distinct from the NAPICU Executive Committee, it is subject to the governing influence of the NAPICU Executive Committee. An arms-length relationship allows the 'International Affiliate of NAPICU' to exercise independence, but also to share certain resources (in particular expertise) and to share certain risks.
- 4.1.4. Any 'International Affiliate of NAPICU' would be required to have a Local Chair Person. The local Chair Person would be granted the status of a Rolling Observer at NAPICU Executive Meetings. This implies that the local Chair Person would be invited to attend a fixed portion of NAPICU Executive Meetings in the United Kingdom (usually one per year). This invitation to attend as an Observer is not an automatic right and can be rescinded at any time by the NAPICU Chairman.
- 4.1.5. Any 'International Affiliate of NAPICU' would be required to have local group meetings, which will be overseen by the Local Chair Person. There must be at least four local group meetings per year. These local group meetings must have written minutes.
- 4.1.6. Any individual member of the 'International Affiliate of NAPICU' should be expected to attend at least two-thirds of all local group meetings (note exception for the additional proxy group member described in 3.1.4).
- 4.1.7. Each individual member of the 'International Affiliate of NAPICU' (including the additional proxy group member described in 3.1.4) has a single vote in relation to motions put forward. In the case of an equally split vote, the Local Chair Person would have a casting vote.
- 4.1.8. In the exceptional and unlikely event that a motion passed in a local group meeting is considered to be contrary to the aims and values of NAPICU, it will be the responsibility of the additional proxy group member (who will by definition be a member of the NAPICU Executive Committee) to raise this in the local group meeting or to raise it with the Local Chair Person, on receipt of the minutes of the local group meeting. This may lead to a stay of proceedings in relation to that motion and its associated actions, whilst the additional proxy group member consults with the NAPICU Executive Committee. The outcome of any such consultation would be communicated back to the Local Chair Person by the external member.
- 4.1.9. In the exceptional and unlikely event that a motion passed in a local group meeting is subsequently assessed by the NAPICU Executive Committee as contrary to the aims and values of NAPICU, this will be raised as soon as is practicable with the Local Chair Person.
- 4.1.10. In the case of the events described in 4.1.8 and 4.1.9 above, the Local Chair Person is referred to 4.2 below which sets out the responsibilities of the local Chair Person.
- 4.1.11. The governance diagram below sets out the governance structure for any 'International Affiliate of NAPICU'.

4. OPERATIONAL MATTERS RELATING TO THE 'INTERNATIONAL AFFILIATE OF NAPICU'

- 4.2.7. The Local Chair Person will ensure that written minutes from the local group meetings for the 'International Affiliate of NAPICU' are provided to the NAPICU Executive in the English language. Such minutes should be lodged with the NAPICU Administration Office within six weeks of any meeting having taken place.
- 4.2.8. In the exceptional circumstance of a dispute or conflict between the functions of the 'International Affiliate of NAPICU' and NAPICU, the Local Chair Person will be required to make a written submission to the NAPICU Executive Committee outlining the area of conflict or dispute, and propose a resolution in line within the letter and spirit of this MOU.
- 4.3. Matters relating to financial governance and the 'International Affiliate of NAPICU'
- 4.3.1. Individuals, who are members of the 'International Affiliate of NAPICU' and are part of a multidisciplinary team linked to a mental health service ward in a psychiatric hospital, must ensure that the associated ward has considered ward membership of NAPICU.
- 4.3.2. Individuals, who are members of the 'International Affiliate of NAPICU' but are not part of the multidisciplinary team linked to a ward in a psychiatric hospital, must ensure that they have either individual membership of NAPICU or are part of a multidisciplinary team linked to a mental health service ward in a psychiatric hospital which has ward membership of NAPICU.
- 4.3.3. The payment of membership fees due to NAPICU (either from wards or individuals or organisations) does not link in any way to the financial operations or financial governance of the 'International Affiliate of NAPICU'. Such funds are not directly available to the 'International Affiliate of NAPICU'.
- 4.3.4. The management of funds associated with the 'International Affiliate of NAPICU' is a local issue. It is the responsibility of the Local Chair Person to ensure that the financial governance arrangements of the 'International Affiliate of NAPICU' comply with the local regulations for financial governance and assurance. In this respect, local implies local to the country of origin of the 'International Affiliate of NAPICU'.
- 4.3.5. The finances of the 'International Affiliate of NAPICU' should be managed through a 'locally arranged bank account set up for that sole purpose' (hereon referred to as the 'locally arranged account'). In this respect, local implies local to the country of origin of the 'International Affiliate of NAPICU'. The sole purpose of the 'locally arranged account' would be to manage all the finances related to all activities of the 'International Affiliate of NAPICU'.
- 4.3.6. The financial governance of the 'International Affiliate of NAPICU' will be the responsibility of the Local Chair Person, who will have to provide assurance to the NAPICU Executive (via annual summary accounts) of accounts held in good standing (see 4.2.3 and 4.2.4).
- 4.3.7. The management of any financial losses made in the operations of the 'International Affiliate of NAPICU' will be the responsibility of the Local Chair Person. In any particular accounting year, if the summary accounts are showing a net loss, the Local Chair Person will be required to submit a plan within three months, detailing the action proposed to address the shortfall and assure the NAPICU Executive Committee that such financial risks will be mitigated against and managed over the following three years.
- 4.3.8. Any financial surplus made in the standard operations of the 'International Affiliate of NAPICU' should reside within the 'locally arranged account'. It is the responsibility of the Local Chair Person to ensure that such funds are utilised in projects that uphold the aims of NAPICU. Standard operations would not routinely lead to financial surpluses, but there may be commissioned consultation or research projects, and the possibility of member units associated with individuals within the 'International Affiliate of NAPICU' hosting an International Quarterly Meeting, which may lead to financial surplus.

5. RESOURCE REQUIREMENTS AND SUPPORT FOR THE 'INTERNATIONAL AFFILIATE OF NAPICU'

- 5.1. Any 'International Affiliate of NAPICU' would be expected to make their own financial and resource provisions for the following:
 - 5.1.1. Administration and funding for local group meetings
 - 5.1.2. Any events that are arranged by the 'International Affiliate of NAPICU' (please note special clause above relating to Quarterly Meetings and Events: 4.4 and 4.5)
 - 5.1.3. Stationery and other consumables related to the day-to-day operations of the 'International Affiliate of NAPICU'. The 'International Affiliate of NAPICU' would be encouraged to source such material from NAPICU and the NAPICU Administration Office (on a no-profit to NAPICU basis).
- 5.2. Any 'International Affiliate of NAPICU' would receive the following support from NAPICU:
 - 5.2.1. Access to the clinical and strategic expertise of the NAPICU Executive Committee and NAPICU membership.
 - 5.2.2. Joint working in the area of strategic and operational development of the 'International Affiliate of NAPICU'.
 - 5.2.3. Joint working in areas of mutual interest which uphold the aims of NAPICU. These areas could include the domains of policy, standard-setting, clinical guidance, research, education and training.
 - 5.2.4. Basic arms-length administration support through NAPICU's administration team.
 - 5.2.5. One member of the NAPICU Executive Committee to serve as a proxy group member of the 'International Affiliate of NAPICU'.
 - 5.2.6. A dedicated space on the NAPICU website. This domain will be a subsection of the NAPICU website, and will be referred to as iNAPICU (International Association of Psychiatric Intensive Care Units). This space will be managed by basic support through NAPICU's administration team.
 - 5.2.7. The Local Chair Person for the 'International Affiliate of NAPICU' would be offered free registration for the Annual NAPICU Conference (not including travel expenses and not including accommodation, other than that accommodation contained within a standard conference registration package). This benefit is not transferrable to another person, and cannot be taken as a solely financial benefit.
 - 5.2.8. The Local Chair Person would be granted the status of a Rolling Observer at NAPICU Executive Meetings (see 4.1.4 above).

6. DISPUTE AND CONFLICT RESOLUTION

- 6.1. Prior to reaching the point of a formal dispute or conflict, the 'International Affiliate of NAPICU' should have exhausted all other reasonable means to resolve the issue at hand.
- 6.2. In the unlikely event of any dispute or conflict arising from the MOU, or relationship and partnership arrangements between NAPICU and any 'International Affiliate of NAPICU', it will be the responsibility of both parties to refer to the letter and spirit of this document to reach a resolution. See 4.2.8 for specific role of the Local Chair Person in the respect.
- 6.3. Any event involving formal dispute of conflict will be treated as a significant event. Such events will trigger a review by the NAPICU Executive Committee, and the ultimate arbitration will rest with the Chairman of NAPICU.



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