

Memorandum of Understanding

This Memorandum of Understanding (MoU) is dated 14th July 2015, with amendments dated 20th July 2016, between the following parties:-

- (a) The British Pain Society (**the Charity**), a company limited by guarantee (company number 5021381) and registered charity (registered number 1103260) whose registered office is 3rd Floor, Churchill House, 35 Red Lion Square, London WC1R 4SG:
Authorised representative: Dr Andrew Baranowski

and

- (b) BPS Pain Business Ltd (**the trading arm**), a private company, limited by shares (company number 9220078) whose registered office is 3rd Floor, Churchill House, 35 Red Lion Square, London WC1R 4SG:
Authorised representative: Dr Douglas Justins

This MoU defines and formalises the relationship between the parties and sets out their roles and responsibilities within the partnership.

This MoU is not a contractual document and does not impose any legal obligation on any party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

Whereas

- (1) The principle activity of **the Charity** is advancing the understanding and management of pain for the benefit of patients. The Charity achieves this by:
 - Promoting excellence and awareness for the benefit of people living with pain.
 - Promoting partnership in pain research, education and management.
 - Influencing policies relevant to pain.
 - Nurturing the next generation of pain researchers and healthcare professionals.
 - Encouraging dialogues about pain.
 - Contributing to national and international dialogue of pain.
- (2) The principle activity of **the trading arm** is to carry out activities in relation to **the Charity** organised events, and providing taxable supplies.
- (3) The parties agree to work in cooperation to carry out trade activities in relation to **the Charity** organised events to support group efficiencies in tax and VAT.

1. Objectives of the Partnership

- 1.1 The parties agree to work in cooperation to carry out trade activities in relation to **the Charity** organised events to support group efficiencies in tax and VAT.
- 1.2 *The Charity licenses the trading arm to undertake any activity on its behalf, for the benefit of the Charity. This shall include, but is not limited to, the sale of mailing labels, website advertising, organisation of study days and the right to issue CPD Certificates on behalf of the Society.*
- 1.2 The Charity licenses the trading arm to use its communications media for trade.

2. Role of the Parties

- 2.1 **The Charity** will be responsible for the following activities and services, but not limited to:
- The organisation and administration of all aspects of British Pain Society events.
 - Providing shared premises, facilities, staffing to **the trading arm** at cost, by invoicing a monthly ASM office cost contribution fee.
 - Ensuring that the strategic objectives of **the trading arm** are not in conflict with its own.
 - Providing upon request by **the trading arm** copies of its accounts.
- 2.2 **The trading arm** will be responsible for the following activities and services, but not limited to:
- Meeting its legal obligations in regards to Corporation Tax, VAT and Companies House.
 - Transferring its *surplus* profits by tax-effective transfer to **the Charity** by the way of gift aid. The Directors will arrange to meet in good time to agree the amount in order to ensure compliance with the deadlines set out by HMRC, after taking appropriate advice from an accountant on the amounts which can be legally gift aided to **the Charity**.
 - Paying invoices received from **the Charity** for ASM office cost contributions.
 - Providing upon request of **the Charity** copies of its accounts.

3. Accountability

- 3.1 It is the responsibility of both parties to highlight any discrepancy between their own governance arrangements and the MoU, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.
- 3.2 It is the responsibility of both parties to adhere to their own governance procedures when making any decisions or amendments relating to this MoU.

4. Confidentiality

- 4.1. Both parties agree that, during the term of this MoU, or at any time thereafter, neither they nor any of their employees, agents (including volunteer staff) or sub-contractors, shall divulge, furnish or make accessible to anyone confidential information unless:
- 4.1.1. At the date of this MOU, the confidential information is already in the public domain or subsequently comes into the public domain through no fault of the other party;
- 4.1.2. The confidential information rightfully becomes available to the other party from sources not bound by obligations of confidentiality
- 4.1.3. The confidential information was available to the other party on a non-confidential basis prior to its disclosure to such party; and
- 4.1.4. The other party is required by compulsion of law to disclose
- 4.2. The parties agree that all discussions and negotiations shall be carried out on a strictly confidential basis and any statements (either written or oral) to be made in relation to the existence of the negotiations between the parties shall be subject always to written agreement by both parties.

5. Notices

- 5.1. Any notice given under this MOU by either party must be in writing and may be delivered personally, sent by facsimile transmission, sent by e-mail or sent by recorded delivery post. In the case of personal delivery, facsimile transmission or e-mail, the notice will be deemed to have been given on the same day and in the case of post will be deemed to have been given four (4) working days after the date of posting.
- 5.2. Notices will be delivered or sent to the addresses of the Parties as given at the head of this MOU or to any other address notified in writing by any party to the other parties for the purpose of receiving notices after the commencement date of this MOU.

6. Dispute Resolution

- 6.1. This agreement and any dispute or claim arising out of or in connection with its subject matter, including non-contractual claims or disputes shall be governed by the law of England and Wales.
- 6.2. Each of the Parties irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim.
- 6.3. In the event of any dispute or claim between the Parties, each party will act in good faith and will attempt to resolve the issues in a spirit of concord and goodwill. Failing that a mutually agreed mediation process will be carried out using third parties that hold the trust and respect of both Parties.

7. General

- 7.1 No variation to this MOU shall be effective unless in writing signed by duly authorised representatives of each of the parties.
- 7.2 Whilst it is intended that the arrangements in this MoU should apply generally, it is recognised that some circumstances may require special handling, Nothing in this MoU prevents the making of arrangements to meet specific exceptional needs.

Signed by, for and on behalf of The British Pain Society (the Charity)

Name ANDREW P BARANOWSKI

Position ~~GO~~ PRESIDENT

Signature *Andrew P Baranowski*

Date 2/9/16

Signed by, for and on behalf of BPS Pain Business Ltd (the trading arm)

Name DOUGLAS JUSTINS

Position DIRECTOR

Signature *Douglas Justins*

Date 20-07-2016