

NHS BENCHMARKING NETWORK CONSTITUTION

Revised January 2023

NHS BENCHMARKING NETWORK CONSTITUTION



**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

This Constitution should be read in conjunction with the NHS Benchmarking Network Terms of Membership, Terms of Reference for the Steering Group, associated Reference Groups and User Groups, which may exist from time to time. Between them, these documents establish a governance structure for the effective and efficient operation of the Network. The Constitution sets out the nature of the Network and defines the structure, rules and procedures for its operation and governance.



SIGNED by

Dr Mohit Venkataram, Executive Director to Commercial Development

for and on behalf of

East London FT

Date 27/09/2023



SIGNED by

Haydn Jones Co-Chair for and on behalf of Steering Group

Date: 12/09/2023



SIGNED by

Sam Wilde Co-Chair for and on behalf of Steering Group

Date:

22/08/2023



SIGNED by

Sarah Atkinson for and on behalf of NHS Benchmarking Network

Date: 22/08/2023

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

**NHS BENCHMARKING NETWORK
CONSTITUTION**

INDEX

Clause		Page
1	INTRODUCTION.....	1
2	VALUES AND VISION	1
3	OBJECTIVES.....	2
4	DEFINITIONS.....	2
5	MEMBERSHIP	3
6	THE ROLE OF THE STEERING GROUP	6
7	ELECTED REPRESENTATIVES OF THE STEERING GROUP	7
8	REPRESENTATIVE OF THE HOST ORGANISATION ON THE STEERING GROUP	9
9	CO-OPTED MEMBERS OF THE STEERING GROUP	9
10	NETWORK SUPPORT TEAM ATTENDANCE AT THE STEERING GROUP	9
11	GOVERNANCE OF THE STEERING GROUP	10
12	TREASURER AND FINANCIAL REPORTING	10
13	MEETINGS OF THE STEERING GROUP	11
14	ANNUAL GENERAL MEETING.....	12
15	CALLING GENERAL MEETINGS.....	12
16	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	13
17	CHAIRING GENERAL MEETINGS.....	13
18	QUORUM AND ADJOURNMENT.....	14
19	VOTING AT GENERAL MEETINGS	14
20	ERRORS AND DISPUTES.....	15
21	EXTRAORDINARY GENERAL MEETING	15
22	THE HOST ORGANISATION AND CONTRACT GOVERNANCE	16
23	CONSTITUTIONAL REQUIREMENTS - TRANSACTION OF NETWORK BUSINESS.....	17
24	RELATIONSHIPS WITH THE NETWORK SUPPORT TEAM	17
25	BUSINESS CONTINUITY	18
26	REVIEW OF CONSTITUTION.....	18

NHS BENCHMARKING NETWORK CONSTITUTION

1 INTRODUCTION

- 1.1 The NHS Benchmarking Network (the Network) is a member-based organisation committed to the research, promotion and development of benchmarking for publicly funded health and social care services.
- 1.2 The Network exists to bring together like-minded organisation who wish to support the development of and actively participate in the benchmarking of national and international services to enable the sharing of good practice, to promote learning and excellence to support health and social care transformation for the benefit of patients and carers.
- 1.3 The Network is open to providers and commissioners of publicly funded, UK health and social care services, international healthcare bodies and other organisations with a health and social care focus.
- 1.4 The Network is overseen by a Steering Group elected from its membership. The Steering Group functions to represent the members.
- 1.5 The Network is funded by an annual members subscription.
- 1.6 To be able to function legally a Host Organisation is responsible for procuring the research services and associated support functions on behalf of the Network. To this end there is a contract (the Contract) in place between the Host Organisation and Benchmarking Management Consultancy. This Constitution will be reviewed according to the terms of that contract.

2 VALUES AND VISION

- 2.1 The Values of the Network are the basis of any programme of work and define the nature of the Networks approach to individuals, organisations and collective groups who are engaged in the business of the Network.
- 2.2 The Values are
 - 2.2.1 Excellence – Always striving to be the best we can be, in everything we do**
 - 2.2.2 Respect – Value everyone, acknowledge members’ unique experiences, work together to deliver improvement**
 - 2.2.3 Integrity – Be transparent, be realistic, be honest**
- 2.3 The Vision of the Network is

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

“To enable members to improve patient outcomes, raise health standards, and deliver quality health and care services through data excellence, benchmarking, and the sharing of innovation”

3 OBJECTIVES

- 3.1 The Objectives will be agreed annually by the Steering Group and the Network Support Team on behalf of the Network.
- 3.2 Objectives will be achievable and will underpin the programme of work for the Network and any other agreed deliverables.
- 3.3 Annual objectives will be published on the Network website.

4 DEFINITIONS

The definitions in this Clause will apply to this Constitution:

Annual General Meeting	a general meeting of the Members called at least every twelve months;
Accountable Officer	Lead Representative /Director for the Network Support Team
Business Day	9.00am to 5.00pm on a day (other than a Saturday or Sunday) on which clearing banks in the City of London are open for the transaction of normal sterling banking business;
Chair	as appointed by Clauses 11.1, 11.2 or 16;
Constitutional Requirements	the terms of the Host Organisation’s Monitor Provider License including its constitution, Standing Orders and Standing Financial Instructions;
Co-Chair	those persons appointed as Co-Chair under Clause 11.1;
Contract	Contract procured by the Host Organisation to deliver a research and Network Support Team function to the Network
Elected Representative	is a representative of a Member who has been appointed to the Steering Group;
Departing Host	the organisation which ceases to be the Host under Clause 22.3;
Extraordinary General Meeting	any meeting of the Members other than an Annual General Meeting;

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

General Meetings	a general meeting of the Members which may be an Annual General Meeting or Extraordinary General Meeting;
Host or Host Organisation	the Member Organisation East London NHS Foundation Trust or any Member Organisation which replaces it in accordance with this Constitution;
Member or Member Organisations	a member of the Network;
Terms of Membership	an agreement entered into by the Host Organisation and the Members;
Named Individual	a person named in accordance with Clause 5.7;
Network	NHS Benchmarking Network;
Network Support Team	The organisation contracted by the Host to provide research and associated support services to the Network;
New Host	the new organisation which replaces the Existing Host under Clause 22.4;
Reference Groups	the group established in accordance with Clause 5.1111;
Steering Group	group of members elected by Members of the Network with functions set out at Clauses 1.1 and 6.3;
Treasurer	The Network Treasurer responsible for financial matters as set out in Clause 12;

5 MEMBERSHIP

- 5.1 The Network will encourage the widest possible membership to ensure credible and meaningful benchmarking activity and research. The Network will promote the sharing of practice for learning and excellence to deliver national policy to support health and social care transformation for the benefit of patients and carers.
- 5.2 The Network is open to providers and commissioners of publicly funded, UK health and social care services, international healthcare bodies and other organisations with a health and social care focus. The Steering Group may amend which organisations are eligible for membership.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 5.3 Applications for membership are made to the Network Support Team. Applications from NHS organisations are approved by the Network Support Team. Applications from non-NHS organisations are put to the Steering Group for approval. A decision should be within 28 days of the original request. Approval from the Steering Group can be given by email. All approved membership requests are processed by the Network Support Team.
- 5.4 Membership of the Network will be dependent upon:
- 5.4.1 payment of an annual subscription and active and ongoing participation in the Network's activities and projects; and
- 5.4.2 having in place valid indemnity insurance to cover all of a Members' potential liability arising from its membership of the Network under this Constitution and the Terms of Membership and any other terms and conditions of membership. Valid indemnity insurance may be satisfied by membership of the NHS Litigation Authority's Liabilities to Third Parties Scheme cover or similar schemes.
- 5.4.3 Each Member shall be admitted as a member in the Register of Members to be maintained by the Steering Group upon the later of the Effective Date and the date upon which that Member provides the Host Organisation or the Network Support Team on behalf of the Host Organisation a purchase order, if required by the new member, and billing address for its first annual subscription fee for membership
- 5.5 The Steering Group reserves the right to terminate membership of the Network to any Member. Reasons to terminate membership may include but not be limited to:
- (i) a Member Organisation becoming in arrears of payment of subscription;
 - (ii) if a Member declines to actively participate in Network projects and activities;
 - (iii) or a Member undertakes actions or activities contrary to the values and objectives of the Network.
- 5.6 Membership of the Network will be based on four membership constituencies:
- (iv) providers of acute services
 - (v) providers of mental health and learning disability services
 - (vi) providers of community health services and

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- (vii) commissioners of health, public health and social care services or Integrated Care System organisations and other organisations that promote the use of benchmarking for the benefit of service users and carers.

These constituencies may be added to or amended from time to time with approval of the Steering Group.

- 5.7 Each Member will be required to identify one Named Individual to act as the organisation's contact point for the transaction of Network business and governance arrangements. The Named Individual will be the identified individual who will exercise the vote on behalf of their Member Organisation at a General Meeting, unless the Steering Group is advised by a Member of any alternative individual.
- 5.8 Each Member will be required to identify one individual to act as the operational and clinical contact point for enhancement of research findings, participation in constituent events and sharing of best practice. This could be the Named Individual as Clause 5.7 but is expected to be a second Member representative.
- 5.9 The actions and business of the Network will be transacted through electronic communication, constituency-based Reference Groups, discussion forums and meetings and conferences. Each Member Organisation will be able to determine who it wishes to send or involve in Network events and projects.
- 5.10 Member Organisations will share any costs and liabilities of the Network jointly and severally in accordance with the Terms of Membership.
- 5.11 Member Organisations will be invited to nominate representatives to join the constituency-based Reference Groups which will be responsible for developing proposals for projects in their respective service areas, for consideration and approval by the Steering Group of the Network. It is expected that members of Reference Groups participate wholly in the work of the Reference Group
- 5.12 Member organisations will be invited from time to time to nominate representatives to join the Steering Group.
- 5.13 Each Member will be required to sign up to and abide by the NHS Benchmarking Network Terms of Membership

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

6 THE ROLE OF THE STEERING GROUP

- 6.1 The Network will be overseen by a Steering Group consisting of Elected Representatives of Member Organisations and a non-elected member representing the Host organisation (Clause 8.1).
- 6.2 The Steering Group will be responsible for:
- 6.2.1 ensuring appropriate and effective communication with the membership;
 - 6.2.2 agreeing and setting the work programme of the Network in consultation with the wider membership via Reference and User Groups;
 - 6.2.3 ensuring the delivery of agreed work programmes through regular performance and progress reports from Reference Groups and the Network Support Team, and in turn their sharing with the wider membership.
 - 6.2.4 ensuring the quality of the work programmes;
 - 6.2.5 ensuring the Network is appropriately managed and accounted for with the membership;
 - 6.2.6 ensure oversight of risks and mitigations in delivery of the work programme and the overall operations of the Network;
 - 6.2.7 overseeing and approving the letting of tenders and awarding contracts for the Network Support Team and other support activities with agreed time frames. A decision on approval should be made in a timely way and should align to the timelines required in the tender process. Approval from the Steering Group can be given by email;
 - 6.2.8 performance managing the Accountable Officer and the delivery of the agreed work programmes;
 - 6.2.9 the identification of a Host Organisation to manage the contractual business of the Network. Working with the Host Organisation to ensure sound financial controls and governance procedures are in place and to manage the Contract on behalf of the Network;
 - 6.2.10 ensuring effective leadership of the Network's Reference Groups and other groups that may be established in support of the work of the Network. Steering Group Elected Representatives will nominate from the Steering Group a representative to fulfil the roles of Chair to the Reference Groups;
 - 6.2.11 safeguarding the Network's assets and reputation;

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 6.2.12 ensuring that appropriate records of Network proceedings are kept, and that external legal advice is sought as required;
- 6.2.13 ensuring value for money in the use of Network funds. Including the agreement to refunds where NHS Benchmarking Network has significantly failed to fulfil its obligations as laid out in the Terms of Membership;
- 6.2.14 producing an annual financial statement and an Annual Report of activities to the members;
- 6.2.15 calling an Annual General Meeting of the Members;
- 6.2.16 in addition to the Annual General Meeting, the Steering Group can call an Extraordinary General Meeting in accordance with Clause 21;
- 6.2.17 ensuring business continuity of the Network during periods of change in the Steering Group, the wider Membership or the wider NHS health and social care economy;
- 6.2.18 ensuring all Members sign the Terms of Membership and agree to the terms and conditions of the Network (as published on the Network's website). Maintaining a Register of Members.
- 6.3 The Steering Group will always comply with the Constitutional Requirements and Terms of Membership.

7 ELECTED REPRESENTATIVES OF THE STEERING GROUP

- 7.1 The Steering Group will be made up of 16 Elected Representatives, drawn from Member Organisations as defined in Clause 5.6.
- 7.2 Elected Representatives of the Steering Group will only be officers of Member Organisations.
- 7.3 Elected Representatives will have full voting rights in any decisions to be made by the Steering Group
- 7.4 Each Member Organisation will have one "vote" to elect its constituency Elected Representative on the Steering Group
- 7.5 The number of Elected Representatives for each constituency on the Steering Group will be determined by relative levels and strength of membership of each constituency grouping, which will be reviewed every two years. Each constituency group will have a minimum elected representation of two Elected Representatives on the Steering Group.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 7.6 The initial term of office for an Elected Representative of the Steering Group will be four years. One quarter of the elected places should be made available on an annual basis.
- 7.7 Invitations to nominate representatives to stand for election to the Steering Group will be made on an annual basis. Individuals from Member Organisations of each constituency group will be able to “self-nominate” for membership of the Steering Group following agreement and support from their own Chief Executive Officer or other Board member. If necessary, elections using a “first past the post” system will be organised if the number of candidates presenting exceeds the number of vacant places available. Individuals will only be able to stand for places in their constituency grouping and only one Elected Representative from any Member Organisation can sit on the Steering Group. Only one Elected Representative from any System such as an Integrated Care Board, can sit on the Steering Group. Where there is a nominated representative from an Integrated Care Board and a Provider from the same system proposed for election to the Steering Group, the Co-Chairs on behalf of the members of the Steering Group will be asked to approve the nominations ahead of an election process commencing.
- 7.8 Each Elected Representative will have one vote.
- 7.9 After standing down following one term of four years, Elected Representatives of the Steering Group may stand for re-election for a further term of four years. Elected Representatives may serve for a maximum of two terms consecutively.
- 7.10 If the Steering Group has vacancies it will continue to function as defined by this Constitution. Members will be requested at intervals to provide nominations for election until all vacancies are filled. Once the Steering Group Constituencies are all fully represented Clause 7.6 will be actioned.
- 7.11 The election process requires a minimum of 10% of a Constituency to vote for a Steering Group Representative in order for the election to be valid. If insufficient members vote, the Steering Group will review Expressions of Interest considering the strengths of the Steering Group and make the selection of the Representative on behalf of the constituency.
- 7.12 The Network Support Team will administer the election process on behalf of the Steering Group
- 7.13 Clauses 7.6 and 7.9 are subject to Clause 25 Business Continuity.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

8 REPRESENTATIVE OF THE HOST ORGANISATION ON THE STEERING GROUP

- 8.1 The Host Organisation will have a co-opted representative on the Steering Group (separate from the constituency groups) in addition to the 16 Elected Representatives. The representative of the Host Organisation will have full voting rights on the Steering Group and therefore have one vote.
- 8.2 For the avoidance of doubt, Clause 7.6 does not apply to any Host Organisation co-opted representative on the Steering Group. Such co-opted representative may be nominated by the Host Organisation, or replaced by the Host Organisation, at any time at its discretion.

9 CO-OPTED MEMBERS OF THE STEERING GROUP

- 9.1 The Steering Group will have the discretion to appoint additional co-opted representatives onto the Steering Group by invitation, based on an individual's expertise, experience and skills and the contribution that the individual may make to the overall aims and work of the Network.
- 9.2 Co-opted members of the Steering Group appointed in line with Clause 9.1 will not have voting rights in decisions of the Steering Group and will be "in attendance" for the purpose of recording proceedings. Their appointment will be subject to entering into an agreement in a form specified by the Steering Group setting out their role in relation to the Network and obligations in respect of confidentiality and data protection. Their appointment will be reviewed on an annual basis by the Steering Group. The number of co-opted individuals appointed under Clause 9.1 will be limited to a maximum of four at any time.

10 NETWORK SUPPORT TEAM ATTENDANCE AT THE STEERING GROUP

- 10.1 Representatives of the Network Support Team will be routinely invited by the Steering Group to attend Steering Group meetings, to report and advise on the Network's work programmes and projects. They will not be members of the Steering Group and will be "in attendance" for the purpose of recording procedures. Their attendance may be subject to entering into an agreement in a form specified by the Steering Group setting out their role in relation to the Network and obligations in respect of confidentiality and data protection.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 10.2 Enquiries raised by members will be resolved by the Network Support Team on behalf of the Steering Group. Any matters unresolved will be raised at the appropriate time with the Co-Chairs or the next meeting of the Steering Group by representatives of the Network Support Team
- 10.3 Network Support Team provides research and support functions to the Steering Group in accordance with the Contract and will provide services directly to the members of the Network.

11 GOVERNANCE OF THE STEERING GROUP

- 11.1 The members of the Steering Group will elect two Elected Representatives of the Steering Group as Co-Chairs.
- 11.2 The role of Co-Chairs
 - 11.2.1 Will be elected members of the Steering Group and will hold the position for the duration of their elected term.
 - 11.2.2 A further term of four years is possible if the Steering Group member is re-elected onto the Steering Group.
 - 11.2.3 The Co-Chairs will be responsible for calling Steering Group meetings, agreeing the agenda, and chairing of the meetings. The Co-Chairs will each “chair” alternate meetings of the Steering Group.
 - 11.2.4 The Co-Chairs will also be responsible for calling and agreeing the agenda and chairing of the General Meetings on behalf of the Steering Group and Members as stated in the Constitution.
 - 11.2.5 The Co-Chairs will also act as the public face of the Network for the purposes of communications with the wider membership, the wider NHS and health and social care economy and the media, in promoting the work and activities of the Network.

12 TREASURER AND FINANCIAL REPORTING

- 12.1 The Treasurer will ensure that the Steering Group receive timely and accurate financial reporting at each Steering Group meeting, Away Day and AGM with support from the Network Support Team. The Treasurer will be expected to ensure they attend each meeting or appoint another member of the Steering Group to present the finance report in their absence.
- 12.2 Term of the Treasurer:

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 12.2.1 The appointed Treasurer will also be an elected member of the Steering Group and will hold the position for the duration of their elected term.
- 12.2.2 A further term of four years is possible if the Steering Group member is re-elected onto the Steering Group.
- 12.3 Responsibilities of the Treasurer:
 - 12.3.1 Annual budgets for the Network are drafted by the Network Support Team ahead of the Network Away Day. The Treasurer will work with the Network Support Team to check the assumptions in the budgets and ensure alignment with the agreed work programmes.
 - 12.3.2 The Treasurer will present the budgets to the Network Steering Group for approval.
 - 12.3.3 The Network Support Team will prepare a re-forecast for the year for the Away Day which will be presented by the Treasurer to the Steering Group.
 - 12.3.4 The Treasurer will work with the Network's Support Team, CSU, and the Host Organisation to agree an annual financial statement for the Network.
 - 12.3.5 The Treasurer will present the Network's annual financial statement to members at the Network's Annual General Meeting.
 - 12.3.6 For quarterly Steering Group meetings, the Network Support Team will draft a financial summary report and agree this with the Treasurer. The financial summary report will be presented to the Steering Group by the Treasurer.
 - 12.3.7 Invoices for the Network Support Team will be forwarded to the Treasurer, who will confirm to the Host Organisation that they match the agreed charging profile as set out in the agreed budget. The Host Organisation will then approve the invoices.
 - 12.3.8 Other supplier invoices (for venues etc) are approved by the Network Support Team.
- 12.4 The Treasurer will be involved in any discussions on issues with significant financial implications for the Network.
- 12.5 The Treasurer will assist the Network Support Team with any ad hoc financial issues that arise during the year.

13 MEETINGS OF THE STEERING GROUP

- 13.1.1 A schedule of meetings of the Steering Group will be agreed at the start of each calendar year, for the next 12 months. It is expected that a minimum of four formal

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

Steering Group meetings will take place each year. Extraordinary or additional meetings, including Away Days can be called by the Co-Chairs with the agreement of the majority of the elected members of the Steering Group, giving ten working days' notice.

- 13.1.2 It is expected that Elected Representatives will make every effort to attend scheduled meetings of the Steering Group. If, however, they fail to attend three consecutive meetings of the Steering Group, their membership of the Steering Group will be reviewed by the other members of the Steering Group.

Six Steering Group members, including at least one Co-Chair, will be required for a Steering Group meeting to be quorate. Attendance is virtual with one meeting in person per year. Decisions at Steering Group meetings will be made by a majority vote of those Elected Representatives present, with the "chairing" Co-Chair having a casting vote if a vote is equally split. A consensus-style approach will govern discussion and the decisions of the Steering Group, and formal votes, wherever possible, will be kept to a minimum.

14 ANNUAL GENERAL MEETING

- 14.1 The Steering Group will call an Annual General Meeting of the Members once a year to approve the Constitution of the Network or changes to the Constitution and/or Terms of Membership and for formal reports to be received from the Steering Group on its activities and the business of the Network, including a financial report. The meeting should also be used to report on the range of Network projects and to seek views from the wider membership on future projects, work areas and the future direction and aims of the Network.
- 14.2 The Annual General Meeting referred to at Clause 6.2.15 will be called in accordance with Clauses 11.2.3 and 15 and will operate in accordance with Clauses 115 to 20.

15 CALLING GENERAL MEETINGS

- 15.1 The Steering Group and/or Members may call a General Meeting in accordance with Clause 6.2.15 and 6.2.16 by giving not less than 15 Business Days' notice of the General Meeting (or such lesser notice as 90 percent of Members may agree) to the Members. The Co-Chair will organise the calling of General Meetings in accordance with this Clause 15.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 15.2 Notice referred to at Clause 15.1 will be in writing, either in hard copy form or electronic form stating:
- 15.2.1 that it concerns a notice of a Members' meeting;
 - 15.2.2 the place and date and time of the meeting;
 - 15.2.3 any resolutions to be considered;
 - 15.2.4 in the case of an Annual General Meeting, the standing items in Clause 14.1; and
 - 15.2.5 any other agenda items.
- 15.3 The Network Support Team will provide administrative support to the General meeting

16 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 16.1 Each Member is able to exercise the right to speak at a General Meeting when that Member is in a position to communicate to all those attending the meeting, during the meeting, any information, or opinions which that Member has on the business of the meeting.
- 16.2 The Steering Group may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.
- 16.3 In determining attendance at a General Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other. For the avoidance of doubt Members may attend virtually.
- 16.4 Two or more Members who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 16.5 The Chair may permit other persons who are not Members to attend and speak at a General Meeting. Other persons attending may be present at a General Meeting in order to report or advise Members in relation to the Network. The other persons attending may be requested to leave a General Meeting by the Members acting through their Named Individual.

17 CHAIRING GENERAL MEETINGS

- 17.1 The Steering Group will appoint a Co-Chair to chair a General Meeting in accordance with Clause 11.1.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 17.2 If the Steering Group has not appointed Co-Chairs or they are unwilling to chair the meeting or are not present within ten minutes of the time at which a meeting was due to start, the Members present must appoint a Member to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.
- 17.3 The Member chairing a meeting in accordance with this clause is referred to as the Chair.

18 QUORUM AND ADJOURNMENT

- 18.1 Only a Named Individual or proxy for a Named Individual or a duly authorised representative of an organisation, will be able to vote at a General Meeting
- 18.2 The Chair may in exceptional circumstances adjourn a General Meeting if it appears to the Chair that an adjournment is necessary to protect the safety of any person attending the meeting.
- 18.3 The Chair must adjourn a General Meeting if directed to do so by the meeting.
- 18.4 When adjourning a General Meeting, the Chair must:
- 18.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Steering Group; and
- 18.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 18.5 If the continuation of an adjourned meeting is to take place more than 10 Business Days after it was adjourned, the Co-Chair must give at least 7 clear calendar days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 18.5.1 to the same persons to whom notice of the Network's General Meetings is required to be given; and
- 18.5.2 containing the same information which such notice is required to contain.
- 18.6 No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

19 VOTING AT GENERAL MEETINGS

- 19.1 A resolution put to the vote of a General Meeting must be decided on a show of hands.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 19.2 In a General Meeting each Named Individual or proxy for a Named Individual will have one vote to be cast by that Member personally.
- 19.3 Where a General Meeting is called for the purpose of amending or approving the Constitution:
- 19.3.1 No decision can be passed without the support of at least 75% of the votes.
- 19.3.2 If the numbers of votes for and against a proposal at the above Meeting are equal, the chair will have a casting vote.
- 19.4 Where a General Meeting is called for any other purposes:
- 19.4.1 No decision can be passed without the support of at least 51% of the votes
- 19.4.2 If the numbers of votes for and against a proposal at the above Meeting are equal, the Chair will have a casting vote.

20 ERRORS AND DISPUTES

- 20.1 No objection may be raised to the qualification of any Member voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 20.2 Any such objection must be referred to the Chair, whose decision is final.

21 EXTRAORDINARY GENERAL MEETING

- 21.1 In addition to the Annual General Meeting, the Steering Group can call an Extraordinary General Meeting in accordance with Clause 15. Member Organisations can also request the calling of an Annual General Meeting of Members of the Network. Extraordinary General Meetings of the Network can also be called by the Members of the Network, however, the support of at least 25% of the membership and at least 15 Business Days' notice is required.
- 21.2 The Extraordinary General Meeting referred to at Clause 6.2.16 will be called in accordance with Clauses 11.2.3 and 15, and will operate, in accordance with Clauses 11 and 15 to 20.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

22 THE HOST ORGANISATION AND CONTRACT GOVERNANCE

- 22.1 The Host Organisation will procure the provision of a range of financial, information governance, corporate governance and administrative and contracting functions, as determined by the Steering Group, from external research support providers (the “Network Support Team”) and commissioning support providers. Approval for the Host Organisation to procure the provision of these services and functions on behalf of members will be governed by the Terms of Membership.
- 22.2 The Network’s official address will be that of the Host Organisation. An individual will be identified within the Host Organisation to act as the principal point of contact for the Network.
- 22.3 If the Host Organisation, being the Departing Host, wants to cease hosting the Network then it will provide at least 12 months’ notice (the Notice Period) to the Steering Group that it wants to cease to be the Host Organisation. At the end of the Notice Period the Departing Host will cease to be the Host Organisation.
- 22.4 During the Notice Period, a New Host will be appointed by the Members at a General Meeting in order to replace the Departing Host from the date of expiry of the Notice Period.
- 22.5 With effect from the date of expiry of the Notice Period the Departing Host will cease to have any obligations under this Constitution as Host Organisation. Any costs or liabilities which the Departing Host may have incurred in respect of the Network prior to the expiry of the Notice Period, or which the Existing Host incurs after expiry of the Notice Period which are directly related to it acting as Host Organisation of the Network will be reimbursed to the Departing Host in accordance with the terms of the Terms of Membership.
- 22.6 The New Host upon becoming the Host Organisation will enter into a deed of variation with all of the Member Organisations for the purpose of confirming its status as New Host and its assumption of all obligations of the Host Organisation under this Constitution and the Terms of Membership. This can be facilitated by accepting updated terms and conditions of membership which reference the appointment of a new Host Organisation.
- 22.7 Subject to clause 22.6, the Steering Group, the Departing Host and the New Host will work together cooperatively in order to identify any assets of the Departing Host which will need to or should be transferred to the New Host.

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

- 22.8 The obligations of the Host Organisation and its covenants with Members is contained in the Terms of Membership.

23 CONSTITUTIONAL REQUIREMENTS - TRANSACTION OF NETWORK BUSINESS

- 23.1 All financial transactions, information governance, and other governance arrangements will be in line with the Network's Constitution and the Constitutional Requirements Standing Financial Instructions and Standing Orders of the contracted Host Organisation. The Co-Chairs and Steering Group members have a responsibility to ensure that they are aware of these instructions and orders in exercising the business of the Network on behalf of the Steering Group and will, as appropriate, seek advice from officers of the Host Organisation or external legal advice with regard to any possible personal liability, or liability of their employing organisations and other Member Organisations, that may result from decisions or actions taken on behalf of the Network.
- 23.2 If there is conflict between the Constitution of the Network, the Host Organisation's Constitutional Requirements and the Terms of Membership, the Constitutional Requirements of the Host Organisation will take precedence followed by the Terms of Membership and this Constitution. The conflict will be reviewed and resolved.
- 23.3 The Steering Group will require the Host Organisation to provide a financial statement of the Network's activities on an annual basis (Clause 6.2.14) to be presented at the Annual General Meeting of the Members and to be made available to all Member Organisations. The Steering Group will ensure that all such reports will state that any person relying on the report will do so at their own risk.
- 23.4 Where any Member intends to rely on a report stated at Clause 23.3, the Member(s) recognise that they do so at their own risk.
- 23.5 The Network will provide free membership and associated benefits to the Host Organisation.

24 RELATIONSHIPS WITH THE NETWORK SUPPORT TEAM

- 24.1 Relations between the Steering Group, NHS Benchmarking Network and the Network Support Team will be governed through contractual arrangements agreed between the Network Support Team and the Host Organisation. The contract between the Host Organisation and Network Support Team will be presented for

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

discussion and agreement by the Steering Group. The Network Support Team is accountable to the Host Organisation.

- 24.2 The Network Support Team will attend meetings of the Steering Group and provide regular reports and updates in line with the Network's agreed work programme, and undertake work and activities as determined by the Steering Group as set out in Clause 6.2.
- 24.3 The Network Support Team provider will be required to produce an annual report of work and activities in support of the agreed work programme, to be presented to at a General Meeting of the Members and to be made available to all Member Organisations (Clause 14).

25 BUSINESS CONTINUITY

- 25.1 Arrangement for the staggered appointment and election of Elected Representatives of the Steering Group should enable business continuity.
- 25.2 At times of significant organisational change in the NHS or the wider health and social care economy, the Steering Group, in consultation with the wider membership, may extend the term of office of Elected Representatives of the Steering Group in exceptional circumstances by a further 12 months, if their two four year terms of office are nearing completion and it is not appropriate, because of the nature of the organisational or structural change to seek new nominations or to conduct elections to vacant positions. Such extensions will only be for a 12-month period and will not be extended further and will need to be approved at the earliest subsequent Annual General Meeting of Members.
- 25.3 It is recognised that during periods of significant organisational change, Steering Group members' roles and functions within their own organisations may change, and employing Member Organisations may also change, from being a member to a non-Member Organisation. In these circumstances any Elected Representatives of the Steering Group who have their term of office extended by 12 months due to exceptional circumstances may continue in that role until the period of their extended appointment comes to an end.

26 REVIEW OF CONSTITUTION

- 26.1 The Constitution (and any proposed changes) will be approved at the Annual General Meeting. The Constitution will be formally reviewed every four years by the

**NHS BENCHMARKING NETWORK
RAISING STANDARDS THROUGH SHARING EXCELLENCE
CONSTITUTION**

Steering Group to ensure it remains “fit for purpose” and consistent with the aims and objectives of the Network. This four-year review cycle may be actioned more frequently if there are fundamental reorganisations of the NHS which impact on the Network’s purpose and membership or if the Steering Group feels that there is a requirement to review individual elements of the constitution.

- 26.2 Proposed changes or amendments to the Constitution will be considered at the Annual General Meeting. Proposed changes or amendments to the Constitution can be submitted to the Co-Chair(s) by Member(s) up to ten Business Days before an Annual General Meeting. A proposal to change part of the Constitution will either require the support of the Steering Group or ten Member Organisations before it is considered at an Annual General Meeting.
- 26.3 Should the Host Organisation change or when a new Contract is issued, a review of the Constitution will be instigated by the Steering Group.