



Fairness, Respect, Equality Shropshire (FRESH) Ltd

Protocol for the allocation of and payment for fee-earning work

Interpretations

Throughout this Protocol the following meanings apply:

- 'Member' means either a full or Associate Member of FRESH
- "Fee-earning work" means consultancy, training or research work for which a fee or other remuneration is paid
- 'Relevant' work means equality and anti-discrimination consultancy, training or research work

Introduction

1. FRESH has adopted the following values:
 - Equality and anti-discrimination
 - Social justice
 - Collective action
 - Community empowerment
 - Working and learning together
2. This Protocol regulates commercial relationships between FRESH Ltd and its Members within these values. It is designed to provide a framework which distributes earning opportunities and fees or equivalent remuneration equitably, and within which all parties are and feel treated fairly.
3. Several FRESH Member organisations generate income from providing their own consultancy, training or research work. In the absence of a desire or ability to impose high levels of membership fees, FRESH is itself dependant on such work to sustain its existence. There is therefore an obvious potential for conflicts of interest, disagreements and disputes between FRESH and some of its Members on bidding and pricing for and working on fee-earning contracts.
4. This Protocol sets out:
 - A description of the main circumstances in which such conflicts may arise
 - Rules governing the relationship between FRESH and its Members on access to and payment for fee-earning training, consultancy and research work
 - Guidance on how those Rules should be applied in different circumstances
 - An agreement that both parties will commit themselves to abide by the Protocol.



Circumstances in which conflicts may arise

5. We believe that the main causes of potential conflict may include circumstances where:
 - 5.1. FRESH and one or more of its Members wish to submit separate tenders for specific pieces of relevant fee-earning work
 - 5.2. FRESH secures fee-earning work for which it needs to engage sub-contract consultants, trainers or researchers, but for which it does not wish or is unable to use its own Members
 - 5.3. FRESH secures and develops a relationship with a client, and a FRESH member subsequently negotiates with that client to secure relevant fee-earning work for itself
 - 5.4. A FRESH Member secures and develops a relationship with a client, and FRESH itself subsequently negotiates with that client to secure the relevant work for itself
 - 5.5. FRESH and one or more of its Members submit their own tenders, or make proposals for the same piece of relevant work without knowing that the other party(ies) are part of the same tendering process or discussions.

Undertakings

6. FRESH undertakes to:

- 6.1. Circulate to its Members details of any opportunities to tender for relevant fee-earning work of which FRESH becomes aware
- 6.2. Inform all its Members in advance of FRESH's intention to submit tenders for any such work, in order to seek partners in the tender
- 6.3. Consult its Members over any plans to open FRESH discussions with potential clients about the possibility of developing relevant work opportunities
- 6.4. Pay its Members who undertake work on behalf of FRESH 80% of the total fees for delivering the relevant work in which they are engaged.

7. FRESH Members undertake to:

- 7.1. Notify FRESH in advance of their intention to tender for relevant fee-earning work with existing or potential clients
- 7.2. Notify FRESH in advance of their intention to discuss relevant fee-earning work with existing or potential clients
- 7.3. Where:
 - (i) services are undertaken on behalf of FRESH, or
 - (ii) a client is an existing client of FRESH for those services,

to pay to FRESH 20% of any fee or other remuneration that clients pay directly to them for relevant work or services.



Agreement

8. Fairness, Respect, Equality Shropshire (FRESH) Ltd and [name of Member or Member organisation] agree to abide by the terms of this Protocol.

On behalf of FRESH Ltd

Signed:	
Position:	
Date:	

On behalf of [name of Member or Member organisation]

Signed:		
Position:		
Date:		

