

Report

Report to:	Clyde Valley Learning and Development Joint Committee
Date of Meeting:	10 December 2018
Report by:	Chair of Clyde Valley Learning and Development Project Implementation Steering Group

Subject:	Revised Minute of Agreement for the Clyde Valley Learning and Development Project
----------	--

1. Purpose of Report

1.1. The purpose of the report is to:-

- ◆ request approval of the revised draft Minute of Agreement, attached as appendix 1 to this report, for consultation by the Full Member Councils
- ◆ request that, in the event that there are no proposed amendments to the Minute of Agreement, the Head of Administration and Legal Services, South Lanarkshire Council, be authorised to circulate the Minute of Agreement to Full Member Councils for signing

2. Recommendation(s)

2.1. The Joint Committee is asked to approve the following recommendation(s):-

- (1) that the terms of the draft Minute of Agreement be approved for consultation by the Full Member Councils;
- (2) that, in the event that there are no proposed amendments to the Minute of Agreement, the Head of Administration and Legal Services, South Lanarkshire Council, be authorised to circulate the Minute of Agreement to Full Member Councils for signing; and
- (3) that it be noted that the Minute of Agreement, once approved, will require to be amended to reflect any changes to the full membership of the Project.

3. Background

- 3.1. Following the establishment of the Clyde Valley Learning and Development Project in 2007, a legal agreement in the form of a Minute of Agreement was drawn up and signed by the eight Full Member Councils in 2008. The agreement covered the terms of the Scottish Government grant provided as start-up funding for the Project, as well as setting out certain terms and conditions which would apply in the delivery of the Project. The agreement was legally binding on the Full Member Councils.
- 3.2. Many of the fundamental aspects of the Project as set out in the 2008 document are no longer relevant or applicable and therefore do not accurately reflect the current mode of delivery, terms and conditions of membership or relevant legislation which applies.

- 3.3. Following discussions with the Project Manager, a revised draft legal agreement was prepared by South Lanarkshire Council's Administration and Legal Services taking into consideration the above changes.

4. Current Position

- 4.1. The attached agreement has been drafted for consideration by the Full Member Councils and, subject to Joint Committee approval, will be circulated amongst the Full Member Councils for comment. As per the existing Minute of Agreement, the document deals with the management and operation of the Joint Committee. Its principal terms are as follows:-

- ◆ The remit of the Joint Committee is to:-
 - ◆ regulate the delivery of the Project
 - ◆ maintain a strategic overview
 - ◆ monitor the learning and development function of the Project
 - ◆ set performance standards
- ◆ There will be three categories of membership for the Project which will be open to all local authorities in Scotland and other public bodies. These three categories are set out in Schedule Part 4 of the Minute of Agreement as follows:-
 - ◆ Full
 - ◆ Participating
 - ◆ Procurement
- ◆ These categories of membership are as approved by the Joint Committee at its meeting on 11 June 2018. All membership categories now carry an annual membership contribution fee based on the relative size of the Council, also detailed in Schedule Part 4 of the Minute of Agreement
- ◆ Only Full Members will be represented on the Joint Committee and have voting rights. Similarly only Full Members will be represented on the Project Steering Group
- ◆ As agreed by the Joint Committee at its meeting on 11 June 2018, there will be a minimum of five Full Member Councils at all times in order to maintain the Project's viability and retain effective governance
- ◆ The Status of the Social Care Group (previously a sub-group of the Project) has been raised to an equivalent level as the Steering Group for governance of matters relating to the Health and Social Care agenda
- ◆ Any Member Council which wishes to withdraw from the Project must give at least six months written notice (as set out in Clause 12.1 of the Agreement)

- 4.2. Requests from other organisations wishing to apply for membership of the Project will be considered by the Joint Committee. In the event that an organisation wishes to obtain membership prior to the next meeting of the Joint Committee, the Chair of the Clyde Valley Learning and Development Project Implementation Steering Group, in consultation with the Convener, is able to approve membership in terms of the Scheme of Delegation. In instances where membership is granted in terms of the Scheme of Delegation, a report would be submitted to the next meeting of the Joint Committee requesting that the action taken be noted.

- 4.3. New members joining the Project will be required to pay the appropriate membership fee for their category of membership for that financial year, and for each subsequent year of membership.
- 4.4. If approved by the Joint Committee, the Head of Administration and Legal Services, South Lanarkshire Council, will invite comments from the Full Member Councils regarding the content of the revised draft Minute of Agreement by 31 January 2019.
- 4.5. If all Full Member Councils are satisfied with the content of the draft and no amendments are required, the Minute of Agreement will be circulated to Full Member Councils for signing.
- 4.6. In the event that amendments are required to the Minute of Agreement, a report will be submitted to a future meeting of the Joint Committee requesting approval of the amended Minute of Agreement prior to it being issued for signing.
- 4.7. The co-operation of all Full Member Councils is respectfully requested to assist in ensuring that the appropriate actions are taken to allow the signing of the revised Minute of Agreement before the first scheduled meeting of the Joint Committee in 2019.
- 4.8. The revised Minute of Agreement will require to be amended accordingly if there are any changes to the full membership of the Project.

5. Employee Implications

- 5.1. There are no specific employee implications outlined in this report.

6. Financial Implications

- 6.1. There are no current financial costs in relation to the drafting and conclusion of the revised legal agreement.

7. Other Implications

- 7.1. The risk to the Project is that it will not have an appropriate legal agreement which reflects the new arrangements if the revised Minute of Agreement is not approved and signed by the Full Member Councils.
- 7.2. There are no implications for sustainability in terms of the information contained within this report.

8. Equality Impact Assessment and Consultation Arrangements

- 8.1. There is no change to policy therefore no impact assessment is required at this stage.
- 8.2. Consultation has taken place with South Lanarkshire Council's Legal Services in order to take the correct advice and legal opinion in relation to this matter. Further consultation with Full Member Councils will take place as outlined in this paper.

Gill Bhatti

Chair, Clyde Valley Learning and Development Project Implementation Steering Group

9 November 2018

Previous References

- ♦ 1 September 2008 – Minute of Agreement
- ♦ 11 June 2018 - Update on the Future and Funding for the Clyde Valley Learning and Development Project for 2018/2019

List of Background Papers

- ♦ Clyde Valley EGF Training Bid
- ♦ NBSS Clyde Valley Consortium Submission November 2006
- ♦ NBSS Clyde Valley Consortium – Secondary Paper December 2006

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

Hazel Lawson, Legal Services Manager, South Lanarkshire Council

Ext: 4559 (Tel: 01698 454559)

E-mail: hazel.lawson@southlanarkshire.gov.uk

or

Gerry Farrell, Project Manager, Clyde Valley Learning and Development Group

Ext: 4240 (Tel: 01698 454240)

E-mail: gerry.farrell@southlanarkshire.gov.uk

MINUTE OF AGREEMENT

between

[SOUTH LANARKSHIRE COUNCIL, EAST RENFREWSHIRE COUNCIL, GLASGOW CITY COUNCIL, INVERCLYDE COUNCIL, NORTH LANARKSHIRE COUNCIL and RENFREWSHIRE COUNCIL]* all incorporated under the Local Government etc. (Scotland) Act 1994 (all hereinafter referred to as “the Member Authorities”)

*NB. These are the current Full Members. Once the new Full Members are identified this paragraph may require to be amended.

Subject: Clyde Valley Learning and Development Project

Head of Legal Services
South Lanarkshire Council
Administration and Legal Services
11th Floor
Almada Street
HAMILTON
ML3 0AA

Ref: HL/CPPL-17449

FAS No: 2089

INDEX OF CLAUSES AND PARTS OF SCHEDULE

- 1. Definitions and Interpretation**
- 2. Commencement and Duration**
- 3. Joint Committee**
- 4. Steering, Social Care Group and Project Manager**
- 5. Support Service**
- 6. Delivery and Operation of the Clyde Valley Learning and Development Project**
- 7. Budget and Contributions**
- 8. Default in Payments**
- 9. Services To Third Parties**
- 10. Additional Parties**
- 11. Indemnity and Insurance**
- 12. Termination**
- 13. Variation**
- 14. Information Sharing**
- 15. Freedom of Information**
- 16. Assignment**
- 17. Law**

Schedule Part 1 – Lead Authority’s Responsibilities

Schedule Part 2 – Support Services

Schedule Part 3 – Groups and Project Manager Remits

Schedule Part 4 – Membership Benefits and Contributions

Schedule Part 5 – Confidential Information

MINUTE OF AGREEMENT

between

SOUTH LANARKSHIRE COUNCIL

and

INSERT NAMES OF FULL MEMBERS, all as incorporated under the Local Government etc. (Scotland) Act 1994 (all hereinafter referred to as “the Member Authorities”)

WHEREAS the Member Authorities have formed the Clyde Valley Learning and Development Joint Committee constituted under Section 57 of the Local Government (Scotland) Act 1973.

NOW THEREFORE it is hereby agreed as follows:-

1. DEFINITIONS and INTERPRETATIONS

The following expressions shall have the meanings respectively ascribed thereto.

“Accounting Officer” means the Executive Director (Finance and Corporate Resources) of South Lanarkshire Council or his/her nominee.

“Clerk to the Joint Committee” means the Executive Director (Finance and Corporate Resources) of South Lanarkshire Council or his/her nominee.

“Confidential Information” means the information listed as Confidential Information in Part 5 of the Schedule.

“Contribution Payment” means the sum payable in terms of this Agreement by each Member towards the cost of administrative and other support to the Joint Committee and to the Project, including but not limited to the costs of staff secondment, insurance indemnities and IT accommodation costs as more particularly set out in the Schedule Part 4.

“Environmental Information Regulations” means the Environmental Information (Scotland) Regulations 2004.

“Financial Year” means any period of one year starting on 01 April in that year and ending on 31 March in the following year.

“FOISA” means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Scottish Government or the Scottish Information Commissioner in relation to such legislation.

“Full Member” means **[Insert names here]** and any other person who the Joint Committee agree to admit as a Full Member.

“Joint Committee” means the Committee established by the Full Members to regulate the delivery of the Project as set out in Clause 3 of this Agreement, and whose powers are as set out in this Agreement.

“Lead Authority” means South Lanarkshire Council.

“Member” means all or any of the Full Members, Participating Members and Procurement Members as the context may require.

“Participating Members” means **[Insert names]** or any other person who the Joint Committee agree to admit as a Participating Member.

“Procurement Members” means **[Insert names]** or any other person who the Joint Committee agree to admit as Procurement Members.

“Project” means the Clyde Valley Learning and Development Project as detailed in the bid for which grant agreement was received from the Scottish Executive, (now the Scottish Government) by letter dated Eleventh July, Two thousand and seven to South Lanarkshire Council.

“Project Manager” means the Officer appointed by the Lead Authority and endorsed by the Joint Committee as having overall responsibility for the day to day operation of the Clyde Valley Learning and Development Project.

“Requests for Information” means any apparent request for information under FOISA, or the Environmental Information (Scotland) Regulations.

“Schedule” means the Schedule in 5 Parts annexed as relative to this Agreement.

Interpretation

The interpretation and construction of this Agreement shall be subject to the following provisions:-

- (a) References to any statute, law, order, regulation or other similar instrument shall be construed as a reference to the statute, law, order, regulation or instrument as subsequently amended or re-enacted;
- (b) References to the singular include the plural and *vice versa* unless the context otherwise requires;
- (c) Clause headings and sub headings are for reference purposes only and shall not affect the construction of anything in the Agreement. Reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- (d) Reference to any person all include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (e) The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation” and
- (f) The provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply to this Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement will commence on [DATE WHEN FULL MEMBERS ARE KNOWN] notwithstanding the date or dates of signing hereof and supersedes the previous Minute of Agreement between the Member Authorities dated 7 October 2008 and subsequent dates.
- 2.2 Each Full Member's membership of the Joint Committee shall subsist unless and until terminated in accordance with any of the provisions of Clause 12.
- 2.3 The Joint Committee shall subsist unless and until terminated in accordance with any of the provisions of Clause 12.

3. JOINT COMMITTEE

- 3.1 The Joint Committee has been established for the purpose of regulating the delivery of the Project by maintaining a strategic overview and monitoring the learning and development functions of the Members.
- 3.2 Each Full Member shall appoint one of their Councillors to be their representative on the Joint Committee.
- 3.3 Each Full Member may appoint a substitute representative to attend meetings of the Joint Committee in the absence of the appointed Councillor which substitute representative shall also be a Councillor.
- 3.4 Each of the Full Members shall be entitled to replace its representative on the Joint Committee at any time or times by notifying the Clerk to the Joint Committee to that effect.
- 3.5 At meetings of the Joint Committee only Full Members in attendance shall be entitled to vote.
- 3.6 The Convener of the Joint Committee shall be an elected representative appointed by the Lead Authority from time to time. A Vice Convener shall be appointed by the Joint Committee following each Scottish Local Government Election or at any other time as may be required.
- 3.7 Each Full Member shall delegate to the Joint Committee their powers to regulate the provision of the Project through the strategic overview and monitoring of the business plan and operation of the Project.
- 3.8 The Joint Committee adopted, at their meeting on Sixteenth October, Two thousand and seven, Standing Orders relating to proceedings at their meetings and at the meetings of any Sub-Committee and these shall apply to the proceeding of the Joint Committee throughout the period of this Agreement subject to any amendments to or replacement thereof as the Joint Committee may determine.

4. STEERING, SOCIAL CARE GROUPS AND PROJECT MANAGER

- 4.1 There shall be a Steering Group comprising officer representatives of the Lead Authority and Full Members which shall oversee the operational work of the Project (save in respect of health and social care issues) and shall have the roles and responsibilities set out in the Schedule Part 3 paragraph 1.
- 4.2 There shall also be a Social Care Group comprising officer representatives of the Lead Authority and Full Members which shall oversee health and social care issues relating to the Project and shall have the roles and responsibilities set out in the Schedule Part 3 paragraph 2.

- 4.3 The Project Manager shall be accountable through the Steering Group to the Joint Committee for the performance of the Clyde Valley Learning and Development Project and for the successful delivery of that Project in terms of the agreed priorities shall have the roles and responsibilities set out in the Schedule Part 3 paragraph 3.

5. SUPPORT SERVICES

- 5.1 Staff may be seconded from the Full Members to the Lead Authority to enable the Project to be delivered as agreed from time to time by the Full Members or any officer to whom such authority has been delegated.
- 5.2 All professional and administrative support for the Joint Committee, the Project Manager and the Project Group will be provided by the Lead Authority.

6. DELIVERY AND OPERATION OF THE CLYDE VALLEY LEARNING AND DEVELOPMENT PROJECT

- 6.1 Except as specifically provided for in this Minute of Agreement, the Joint Committee shall regulate the operation of the Project and set the key performance standards to be met.
- 6.2 Members may arrange to contract for the services delivered by the Project outwith the Project and nothing in this Minute of Agreement shall require a Member to breach or replicate an existing contract for the supply of such a service.
- 6.3 The Lead Authority's Standing Orders and Financial Regulations as amended from time to time shall apply to all tendering procedures and contracts negotiated by the Lead Authority on behalf of the Members in relation to the Project. The Lead Authority shall comply with all necessary legislation and any other relevant source of law when tendering contracts on behalf of the Members.
- 6.4 Members shall be entitled to the benefits and accept the responsibilities specified in the Schedule Part 4 according to their particular type of Membership i.e. Full, Participating or Procurement.
- 6.5 Members undertake to provide such information within such timescales as is reasonably required by the Project Manager to enable the Project to undertake its activities.
- 6.6 Failure by a Member to provide such information referred to in Clause 6.5 above may result in the Project Manager reporting to the Steering Group and the Steering Group may ask the Joint Committee to:-
- (a) Exclude that Member from participating in the Project; and/or
 - (b) Exclude that Member from receiving benefits applicable to their Membership; and/ or
 - (c) Recover from that Member any additional costs incurred or losses suffered by the Project arising from that Member's failure.

7. BUDGET AND CONTRIBUTIONS

- 7.1 The Joint Committee shall prior to thirty first December in each Financial Year approve a budget for the forthcoming Financial Year in accordance with Paragraph 1.5 of Part 2 of the Schedule.

- 7.2 Once the budget has been approved the Lead Authority shall invoice Members for their Contribution Payment for the following Financial Year. Members must make payment of their Contribution prior to the start of the next Financial Year.
- 7.3 The Accounting Officer for the Project shall prepare the annual financial statements and accounts of the Project to the Thirty first March in each year and submit them to the Joint Committee no later than Thirty first August following. Any surplus occurring at the end of any Financial Year shall be used as decided by the Joint Committee.

8. DEFAULT IN PAYMENTS

- 8.1 In the event that any Member fails to make any payment due under this Agreement within 28 days of the day on which payment is demanded interest will run thereon from the day following the date upon which the money became due and payable until paid at a rate of 2% per annum above the base rate of the Royal Bank of Scotland plc or such bank as the Accounting Officer may from time to time notify to the Member Authorities.
- 8.2 Where a Member fails to pay its Contribution Payment by 30 June in the Financial Year in which it is due it will cease to be entitled to receive the benefits applicable to its membership unless otherwise decided by the Lead Authority.
- 8.3 The Lead Authority shall have the discretion, but shall not be bound, to accept any Contribution Payment by a Member after 30 June and allow that Member to continue to participate in the Project subject to any conditions as the Lead Authority shall consider appropriate.
- 8.4 For the avoidance of doubt where in terms of this Clause a Member loses its entitlement to participate in the Project or any contract arranged by the Project that Member Authority remains liable to perform its obligations under this Minute of Agreement and in particular remains liable for payment of its Contribution Payment and any losses, costs, expenses or other outstanding payments due. The Lead Authority shall on its own behalf and on behalf of the Members individually have the power to recover any outstanding sums due to them from a defaulting Member

9. SERVICES TO THIRD PARTIES

- 9.1 The Steering Group and/or the Social Care Group may allow any person who is not a Member (as permitted under the Local Authorities (Goods and Services) Act 1970 or other relevant legislation) to utilise all or some of the services of the Project on such terms and conditions as are stipulated by the Steering Group or Social Care Group as the case may be and approved by the Joint Committee.

10. ADDITIONAL PARTIES

- 10.1 The Joint Committee may agree to allow any person or organisation to attend the Joint Committee in an advisory capacity where such attendance is considered appropriate. For the avoidance of doubt any such person or organisation will have no voting rights.

11. INDEMNITY AND INSURANCE

- 11.1 Where the Project Manager and his/her staff are acting on behalf of all or some of the Members those Members shall jointly indemnify the Lead Authority in proportion to their Contribution percentage against any liability for loss, damage or injury arising from the provision of said services.

- 11.2 Where the Project Manager and his/her staff are acting on behalf of a single Member that Member shall indemnify the Lead Authority against any liability for loss, damage or injury arising from the provision of said services. The sum due to the Lead Authority will be paid on demand where only one Member is involved.

12. TERMINATION

- 12.1 Members shall require to give at least six months prior written notice of their intention to withdraw from the Project such notice to expire no earlier than the start of the next Financial Year and be sent to the Clerk to the Joint Committee. Any such notice shall be acknowledged by the Clerk to the Joint Committee who will advise the Project Manager that such a Notice has been received. However the Joint Committee shall be entitled to allow a Member to cancel a notice of withdrawal at any time.
- 12.2 This Agreement will cease and the Joint Committee cease to exist in the event that the number of Full Members is less than five (5).
- 12.3 Where the Full Members resolve not to continue with the Joint Committee arrangement the Joint Committee shall ensure that a sufficient period of time is allowed for the Lead Authority to facilitate the orderly winding up of the Project. That will include the retention of sufficient seconded staff for the relevant period to enable the Project to be properly wound up.
- 12.4 In the event that South Lanarkshire Council resolve not to continue to be the Lead Authority or to participate in the Joint Committee the Full Members shall on demand pay to South Lanarkshire Council all costs, expenses and outgoings whatsoever reasonably incurred as a result of their ceasing to provide all or any of the support services detailed in Schedule Part 2. For the avoidance of doubt any outstanding contributions or other payments in respect of training previously provided shall be paid on demand.
- 12.6 A Statement certifying the amount due to South Lanarkshire Council in terms of Paragraph 12.3 and 12.4 above signed by the Accounting Officer shall, unless until the contrary be proven, be deemed correct and thus binding the Full Members.
- 12.7 The Accounting Officer shall keep full and accurate accounts and records throughout the currency of this Agreement or any replacement thereof relating to the matter shown in each Statement and shall preserve all such accounts and records for a period of not less than three years following the end of the Financial Year to which they relate. The Full Members shall be entitled on giving reasonable prior notice to the Accounting Officer to inspect such accounts and records and for this purpose the Accounting Officer shall produce to the Full Members all relevant information or vouchers as the Full Members may reasonably request.

13. VARIATION

These terms and conditions may only be varied by execution of a Minute of Variation signed by the Full Members

14. INFORMATION SHARING

Nothing in this Condition shall prevent a Member from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.

15. FREEDOM OF INFORMATION

- 15.1 Each Member acknowledges that the other Members are subject to the requirements of FOISA and the Environmental Information Regulations and each Member shall assist and cooperate with the other (at their own expense) to enable the other Member to comply with these Information disclosure obligations.
- 15.2 Where a Member receives a Request for Information in relation to information which it is holding on behalf of the other Members arising out of or relating to this Agreement or the matters referred to herein, it shall:
- (a) Transfer the Request for Information to the other Member as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) Provide the other Member with a copy of all information in its possession or power in the form that the other Member requires within five Working Days (or such other period as the Member may specify) of the Member requesting that information; and
 - (c) Provide all necessary assistance as reasonably requested by the Member to enable the Member to respond to a Request for Information within the time for compliance set out in section 10 of FOISA.
- 15.3 Where a Member receives a Request for Information which relates to this Agreement, it shall inform the Clerk to the Joint Committee of the Request for Information as soon as practicable after receipt and in any event within three working days of receiving a Request for Information.
- 15.4 If any Member determines that information (including Confidential Information) should be disclosed pursuant to Clause 15.2 it shall notify the Clerk to the Joint Committee of that decision at least two working days before disclosure.
- 15.5 Members reserve the right to disclose information contained within this Minute of Agreement and any supporting correspondence, notes etc. held by them in compliance with a Request for Information (the decisions of the Members in relation to the interpretation of FOISA and the Environmental Information Regulations, including, but not limited to whether
- an exemption or exception applies; or
 - if an exemption/exception applies, whether the public interest in giving out the information outweighs the public interest in holding back the information
- shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms and the Member shall not treat this disclosure of the information as a breach of this Agreement.
- 15.6 Each Member acknowledges that another Member may decide, acting in accordance with the Scottish Ministers' Code of Practice on the Discharge of Functions of Public Authorities under the Freedom of Information (Scotland) Act 2002, FOISA or the Environmental Information Regulations to disclose information:-
- (a) without consulting with the other Members; or
 - (b) following consultation with the other Members and having taken its views into account.
- 15.7 Each Member acknowledges that any lists or schedules provided by its outlining Confidential Information, are of indicative value only and that another Member may nevertheless be obliged to disclose Confidential Information in accordance with Clause 15.6.

16. ASSIGNATION

No rights or obligations arising from this Minute of Agreement may be assigned by any of the Members except with the prior written consent of the Joint Committee.

17. LAW

This Agreement shall be construed in accordance with the Laws of Scotland and the subject to the exclusive jurisdiction of the Scottish Courts.

1. SCHEDULE PART 1 – LEAD AUTHORITY’S RESPONSIBILITIES

- 1.1 The Lead Authority shall provide all administrative services required by the Joint Committee including, but not restricted to:-
- Joint Committee Administration;
 - Finance and accounting;
 - Preparation of annual accounts and budgets;
 - Preparation for external audit;
 - Legal, indemnity and risk advice;
 - Procurement;
 - Project management;
 - Social Care development;
 - Billing and recharging (CMI, Learning Assistant, financial contributions); and
 - Steering Group and Social Care Group.
- 1.2 The Lead Authority will provide pay and personnel services for the Project Manager and any staff appointed/seconded to the Project.
- 1.3 The Lead Authority shall take out and maintain such insurance policies as it considers necessary in connection with its obligations under this Agreement.

SCHEDULE PART 2 – SUPPORT SERVICES

1. SUPPORT FOR THE JOINT COMMITTEE SERVICES

- 1.1 The Lead Authority shall supply to the Joint Committee such administrative and technical support as it may reasonably require to discharge its function.
- 1.2 The Clerk to the Joint Committee either alone or at the request of the Convener or Vice Convener of the Joint Committee or on the requisition of at least three of the whole number of Member Authorities shall have the power to call meetings of the Joint Committee.
- 1.3 The Clerk to the Joint Committee will have power to call upon the services of such other employees of the Lead Authority as are required to enable him or her to discharge his/her duties to the Joint Committee.
- 1.4 The Lead Authority shall make available to the Joint Committee such Committee rooms and Members accommodation as may be required to allow the Joint Committee to discharge its functions.
- 1.5 The Lead Authority shall agree a budget with the Joint Committee no later than 31 December for the forthcoming Financial Year. The agreed budget shall be apportioned between the Member Authorities in accordance with the Contribution Rate. Any additional services required by the Joint Committee not included in the budget shall after authorisation by the Joint Committee be invoiced to the Member Authorities in accordance with the Contribution Rate.

SCHEDULE PART 3 – GROUPS AND PROJECT MANAGER REMITS

1. ROLE AND RESPONSIBILITY OF THE STEERING GROUP.

The Steering Group is an officer group with one officer representative from each of the Full Members whose remit is:

- Attending the Joint Committee;
- Advising members of the Joint Committee on all aspects of the Project;
- Co-ordinating all actions in relation to the Project work plan;
- Representing individual Council's interests and views on the Group;
- Acting as advocates for the Project within respective Councils;
- Facilitating the work of the Group and its implications within each respective Council;
- Liaising with senior officers as required regarding maintaining commitment to the Project;
- Establishing relevant networks for each aspect of the Project;
- Representing the Joint Committee at meetings of interested parties;
- Taking appropriate decisions on methodologies and making recommendations as appropriate to the Joint Committee;
- Gathering and monitoring data on progress

2. ROLE AND RESPONSIBILITY OF THE SOCIAL CARE GROUP.

The Social Care Group is an officer group with one officer representative from each of the Full Members whose remit in relation to health and social care issues relating to the Project is:

- Attending the Joint Committee;
- Advising members of the Joint Committee on all aspects of the Project;
- Co-ordinating all actions in relation to the Project work plan;
- Representing individual Council's interests and views on the Group;
- Acting as advocates for the Project within respective Councils;
- Facilitating the work of the Group and its implications within each respective Council;
- Liaising with senior officers as required regarding maintaining commitment to the Project;
- Establishing relevant networks for each aspect of the Project;
- Representing the Joint Committee at meetings of interested parties;
- Taking appropriate decisions on methodologies and making recommendations as appropriate to the Joint Committee;
- Gathering and monitoring data on progress

3. ROLE AND RESPONSIBILITY OF THE PROJECT MANAGER

The role of the Project Manager is to:

- Plan, initiate and co-ordinate delivery, and to evaluate the Project in all its stages;
- Manage seconded staff involved in project management and implementation of specific aspects of the Projects;
- Schedule work plans;
- Evaluate resource requirements for delivery;
- Track risk, issues and change requirement logs and report accordingly;
- Report on progress;
- Co-ordinate tasks for implementation sub groups;
- Ensure business case for change is developed for each subject area;
- Provide information on outcomes and benefits accrued;
- Represent the Joint Committee at meetings of interested parties

SCHEDULE PART 4 – MEMBERSHIP BENEFITS and CONTRIBUTIONS

Category of Member	Membership Benefits and Responsibilities	Contribution Payment per number of employees (not FTE)
Full	Involved in taking strategic management and governance role in the Joint Committee and the Project together with access to all Clyde Valley procurements, initiatives, projects and delivery models.	Band 1 (0 – 4,999) - £5,000 Band 2 (5,000-9,999) - £7,000 Band 3 (10,000+) - £10,000
Participating	Has access to all Clyde Valley procurement initiatives, strategic programmes (e.g. PPB), participation in Clyde Valley Sub-Groups and access to all Clyde Valley delivery models (e.g. the Clyde Valley/REHIS Award). Not part of the Joint Committee.	Band 1 (0 – 4,999) - £3,000 Band 2 (5,000-9,999) - £4,000 Band 3 (10,000+) - £6,000
Procurement	Access to Clyde Valley procurement only. No entitlement to participate in management or governance.	Band 1 (0 – 4,999) - £1,250 Band 2 (5,000-9,999) - £1,500 Band 3 (10,000+) - £2,500

SCHEDULE PART 5 – CONFIDENTIAL INFORMATION

Description	FOISA exemption
Personal Data – information in relation to employees of Member Authorities necessary to be provided by one Member Authority to another.	Section 38 of FOISA