

### INTRODUCTION

We **[blank] Council** agree to become a Member Authority of Scotland Excel which is a joint committee constituted under Section 57 of the Local Government (Scotland) Act 1973. We confirm that we have all necessary powers to participate as a Member Authority of Scotland Excel and that our membership of Scotland Excel and the operation of Scotland Excel and its functions shall be governed by the following terms and conditions: -

#### 1. Interpretation

- 1.1 In these terms and conditions the following expression shall have the meanings respectively ascribed thereto: -

"the Clerk to the joint committee" means the Director of Corporate Services of Renfrewshire Council or his nominee.

"Confidential Information" is defined in Clause 13.2.

"the Contribution Rate" means the proportion of any sum payable in terms of these terms and conditions by each Member Authority, calculated in accordance with Clause 7.2(b).

"the Contribution Sum" means the sum to be paid by each Member Authority calculated by reference to the Contribution Rate each year to meet each Member Authority's share of the budgeted costs of Scotland Excel, including without prejudice to the foregoing generality, the employment costs, the costs of support services and the cost of occupying premises.

"the Director" means the officer appointed by the joint committee to have overall responsibility for the operational performance of Scotland Excel.

"the Functions" means the general purchasing functions that the Member Authorities wish to carry out jointly including without prejudice to the foregoing (i) the negotiation, tendering and completion of contracts for the provision of supplies and services, and the carrying out of works, (ii) the provision of the goods and services in the Product Range, as may be varied from time to time by the Management Group, (iii) the coordination of collaborative buying initiatives among the Member Authorities, (iv) the representation of Members Authorities' interests in public sector contracts and assistance in the development of such public sector contracts, (v) the provision of training, advice and assistance to Member Authorities on procurement and contracts; and (vi) the development, establishment and operation of a centre of procurement expertise for the local government sector in Scotland.

“the Management Group” means the group established in terms of Clause 4.

"Member Authority" means any local authority which is a member of the joint committee.

“Product Range” means the supplies, services and works approved for the purposes of Clause 6.2 by the Management Group.

"the Schedule" means the Schedule annexed to and forming part of these terms and conditions.

“Scotland Excel staff” means staff employed by Renfrewshire Council or seconded to Renfrewshire Council as lead authority for Scotland Excel to undertake the functions of Scotland Excel.

“the Treasurer” means the Director of Finance and IT Services of Renfrewshire Council.

1.2 In these terms and conditions:-

- a) references to Scotland Excel are to be treated as references to the joint committee and vice versa;
- b) references to contracts include where the context allows reference to framework agreements;
- c) references to contracts entered into or awarded by Scotland Excel are references to contracts entered into or awarded on behalf of Scotland Excel by the lead authority or any other Member Authority on the instruction of the joint committee or any sub-committee or officer authorised to issue such an instruction.

1.3 Words imparting the masculine gender only shall include the feminine gender and vice versa.

1.4 Words imparting the singular number shall except where the context otherwise requires include the plural number and vice versa.

## **2. Commencement and Duration**

2.1 The joint committee will be established on 1 April 2008. Membership of the joint committee is open to all Scottish local authorities.

2.2 Subject always to the terms of Clause 2.1 above, membership of Scotland Excel shall commence on the date these validly executed terms and conditions are received by Renfrewshire Council.

Subscription of these terms and conditions will not impose any legally enforceable rights or obligations on the body which has executed these terms and conditions until the joint committee has been established.

- 2.3 Membership of Scotland Excel shall subsist until terminated in accordance with the provisions of Clause 11.
- 2.4 The joint committee shall subsist until the Member Authorities determine in accordance with Clause 11 not to continue with the joint committee and any period of notice required in Clause 11 has expired.

### **3. Establishment of a Joint Committee**

- 3.1 The joint committee has been established for the purpose of regulating the joint discharge of the Functions by the Member Authorities.
- 3.2 Each Member Authority shall appoint one of their elected members to be their representative on the joint committee. Each Member Authority with a population in their area in excess of 200,000 shall be entitled to also appoint a second representative on the joint committee.
- 3.3 It will be open to each of the Member Authorities to replace its representative on the joint committee at any time.
- 3.4 The joint committee shall appoint an executive sub-committee and may appoint other sub committees and consider and agree to the delegation of responsibilities of the joint committee to sub committees and to officers. The role and functions of the executive sub-committee and any other sub-committee shall be determined by the joint committee.
- 3.5 The following matters shall be reserved for the decision of the joint committee:-
  - (a) the making of governance arrangements for the joint committee, the executive sub-committee and any other sub-committee;
  - (b) the approval of the annual budget and any review or amendment of the budget;
  - (c) approval of the overall procurement strategy;
  - (d) the approval of the annual business plan; and
  - (e) consideration of the annual report on the performance of Scotland Excel.

- 3.6 Each Member Authority shall delegate to the joint committee their powers to regulate the provision of the Functions. However, this delegation is without prejudice to each Member Authority retaining the right to exercise those powers notwithstanding the delegation made by them.
- 3.7 The joint committee shall adopt standing orders relating to proceedings at their meetings and the meetings of any sub-committee.
- 3.8 Renfrewshire Council shall be the lead authority for the joint committee.
- 3.9 In the event that Renfrewshire Council ceases to be a member of the joint committee and the remaining Member Authorities decide to continue with the joint committee arrangement, the joint committee shall appoint one of the remaining Member Authorities to be the lead authority. No Member Authority shall be appointed as lead authority without that Member Authority's agreement.
- 3.10 The new lead authority appointed in terms of clause 3.9 above shall, unless the Joint Committee decides otherwise, perform the functions of lead authority to be carried out by Renfrewshire Council as set out in these terms and conditions and references to Renfrewshire Council in these terms and conditions shall be treated as references to the Member Authority appointed as lead authority.

#### **4. Chief Executive Officers Management Group**

- 4.1 There shall be a Management Group the membership of which shall be six Chief Executives from the Member Authorities or their nominees (the nominees to be of at least Chief Officer grade).
- 4.2 The Chief Executive of Renfrewshire Council as lead authority or his nominee shall be a standing member of the Management Group. The remaining five members of the group shall be appointed by the joint committee.
- 4.3 The five members of the Management Group to be appointed by the joint committee shall be appointed for a period of time not exceeding twelve months and subject to such other conditions as the joint committee considers appropriate. However, notwithstanding the period of membership mentioned earlier, the joint committee may re-appoint a member of the Management Group for a further period or periods.
- 4.4 The Management Group shall adopt procedures to regulate its meetings. Those procedures and any subsequent amendment to them shall not come into effect until approved by the joint committee.

- 4.5 The Management Group shall have responsibility for the overall supervision and for the monitoring of the performance of the Director and the Scotland Excel staff in delivering Scotland Excel's annual business plan objectives.
- 4.6 The Director shall be accountable through the Management Group to the joint committee for the performance of Scotland Excel and for the successful delivery of Scotland Excel's business plan.
- 4.7 The Management Group shall undertake such other activities as are delegated to it by the joint committee.

## **5. Support Services**

- 5.1 Renfrewshire Council shall be the employing authority for the Director and for the Scotland Excel staff. The arrangements in relation to employees are set out in Schedule Part 1.
- 5.2 All professional and administrative support for the joint committee, its sub committees, the Director and the Chief Executive Officers Management Group will be provided by Renfrewshire Council. These support services are more specifically described in Schedule Part 2.

## **6. Work of Scotland Excel**

- 6.1 Except as specifically provided for in these terms and conditions, the joint committee shall regulate the operation of Scotland Excel and set the key performance standards to be met by Scotland Excel. Any performance standards shall take into account the duty on Member Authorities to secure best value.
- 6.2 Member Authorities shall arrange to contract for the supplies, services and works on the Product Range through Scotland Excel.
- 6.3 Notwithstanding clause 6.2 above, Member Authorities may arrange to contract for supplies, services and works on the Product Range by arrangements other than through Scotland Excel only in the following circumstances:-
  - (a) where the Member Authority can demonstrate to the Management Group that it represents best value to that Member Authority to do so;
  - (b) where the Member Authority can demonstrate to the Management Group that supplies, services and works provided under the contract, let through Scotland Excel are not of an appropriate specification or quality to meet the requirements of the Member Authority; or

- (c) where the supplies, services and works provided under the contract let through Scotland Excel are not available or not available within a timescale deemed reasonable by the Member Authority.
- 6.4 Where a Member Authority chooses not to contract for supplies, services and works on the Product Range through Scotland Excel the Member Authority shall provide the Director with their reasons for not so contracting.
- 6.5 Scotland Excel may, where they are able to do so, enter into contracts for supplies, services or works not on the Product Range. Prior to entering into any such contract Scotland Excel shall seek to establish which of the Member Authorities wish to participate in that contract. Where a Member Authority has advised Scotland Excel that they intend to purchase supplies, services or works in terms of such a contract make its own arrangements to purchase the same supplies, services or works that are available through the Scotland Excel contract.
- 6.6 The supplies, services and works to be included in the Product Range shall be reviewed by the Director at least once in every 12 months and the results of each review shall be reported to the next meeting of the Management Group.
- 6.7 Notwithstanding clause 6.6 above, the Management Group may decide to add or remove supplies, services and works from the Product Range where it appears to them to be in the interests of Scotland Excel and of the Member Authorities to do so.
- 6.8 Nothing in these terms and conditions shall require a Member Authority to breach or replicate an existing contract for the provision of supplies, services or works.
- 6.9 Scotland Excel's contract standing orders and financial regulations shall apply to all tendering procedures and the award of all contracts by Scotland Excel on behalf of the Member Authorities.
- 6.10 Without prejudice to the terms and clauses of 6.1 to 6.9 (inclusive):-
  - (a) All Member Authorities shall have access to contracts awarded by Scotland Excel for and on behalf of the Member Authorities;
  - (b) Scotland Excel may also provide specific assistance with major projects, general purchasing advice and guidance and training outwith the functions budgeted for to individual Member Authorities for which a Service Level Agreement and separate payment may be required and made. The level of fees to be charged by Scotland Excel shall be commensurate with the level of resources committed;

- (c) Where the Director considers that a request for specific assistance with a major project may have an effect on the level of service provided to other Member Authorities a report shall be made to the joint committee or the executive sub-committee and, specific approval obtained to provide the assistance requested.
- 6.11 Member Authorities undertake to provide such information within such timescales as is reasonably required by the Director to enable Scotland Excel to undertake its activities.
- 6.12 Failure by a Member Authority to provide such information referred to in Clause 6.11 above shall result in the Director reporting that failure to the joint committee and the joint committee may resolve to: -
  - (a) exclude that Member Authority from participating in contracts;
  - (b) exclude that Member Authority from obtaining benefits arising from membership of the joint committee; or
  - (c) recover from that Member Authority any additional costs incurred or losses suffered by Scotland Excel or its Member Authorities arising from that failure.

## **7. Budget and Payment**

- 7.1 The Member Authorities each agree to pay their Contribution Sum fixed by the joint committee in accordance with this clause. The full Contribution Sum shall be payable by each Member Authority regardless of the use made by a Member Authority of the Functions of Scotland Excel or a Member Authority's participation in the contracts let through Scotland Excel.
- 7.2 The Contribution Sum will be calculated by the aggregate of:-
  - (a) A fixed annual Membership Fee set by the joint committee; and
  - (b) A proportion of the budget based on the population of each Member Authority's area expressed as a percentage of the total population within the areas of all Member Authorities.
- 7.3 The joint committee shall in each year, prior to 31 March, consider and approve a budget prepared jointly by the Director and the Treasurer on Scotland Excel's budgetary requirements, for the operation of Scotland Excel in the following financial year. The Member Authorities shall defray the cost of the said budget and the costs, expenses and outgoings incurred by Renfrewshire Council in accordance with these terms and conditions. Payment of the Contribution Sum shall be made quarterly in advance in accordance with arrangements made by the Treasurer.

- 7.4 The Treasurer shall prepare the annual financial statement and accounts ("the Accounts") of Scotland Excel to 31 March and submit them to the joint committee no later than 31 August following. Any deficit in the budget of Scotland Excel identified in the Accounts shall be paid by the Member Authorities in accordance with arrangements made by the Treasurer. Any surplus in the budget of Scotland Excel identified in the Accounts may, at the discretion of the joint committee, be distributed amongst the Member Authorities pro rata to the Contribution Rate.
- 7.5 Where a new Member Authority joins the joint committee, its Contribution Rate will be fixed by the joint committee. The Contribution Rate for a new Member Authority shall be calculated in accordance with Clause 7.2(b).
- 7.6 The Contribution Rate of all Member Authorities shall be reviewed by the Treasurer at least once every three years to identify whether the Contribution Rate of any Member Authority should be adjusted to reflect changes in the size of the population within Member Authorities' areas and changes to the size of the aggregated population within all Member Authorities' areas. The requirement to review the Contribution Rates of Member Authorities contained in this clause shall not commence until 1 April 2009.
- 7.7 The Contribution Rate of Member Authorities shall also be reviewed by the Treasurer in the event of there being a change or proposed change to the boundary of one or more Member Authorities which has the effect of materially altering the size of the population within the area of any of those Member Authorities.
- 7.8 No change to the Contribution Rate of any Member Authority may be made without prior approval of the joint committee following consultation with those Member Authorities whose contribution rate is affected.

## **8. Default in Payments**

- 8.1 In the event that any Member Authority fails to make any payment due under this Agreement 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.



- 8.2 Where a Member Authority remains in default for more than one quarter it will lose its entitlement to participate in contracts arranged on behalf of Member Authorities by Scotland Excel. In such circumstances a defaulting authority which wishes to recommence participation in contracts shall make written application to the Clerk to the joint committee confirming that the default sums have been repaid in full. Such written application will be placed before the next following meeting of the joint committee at which the joint committee may approve the re-admission of the defaulting member.
- 8.3 For the avoidance of doubt, where in terms of Clause 8.2 a Member Authority loses its entitlement to participate in contracts arranged by Scotland Excel, that Member Authority remains liable to perform its obligations under these terms and conditions, and in particular remains liable for payment of its Contribution Sum. Renfrewshire Council on behalf of the Member Authorities and the Member Authorities themselves, individually, reserve the right to recover any outstanding sums due to them from a defaulting Member Authority.

## **9. Services to Third Parties**

- 9.1 The Management Group may allow bodies who are not Member Authorities (as permitted under the Local Authorities (Goods & Services) Act 1970 or other relevant legislation) to utilise all or some of the Functions on such terms and conditions as are stipulated by the Management Group.
- 9.2 The Management Group may appoint any body it has allowed to utilise any of the Functions in terms of Clause 9.1 above, to become an Associate Member of Scotland Excel. Scottish Local Authorities are not permitted to become Associate Members.
- 9.3 An Associate Member shall have such rights and obligations as are stipulated by the Management group but an Associate Member shall not be given the right to be represented on the Joint Committee or to vote on any issue on which a decision of the Joint Committee is required.

## **10. Indemnity and Insurance**

- 10.1 Where the Scotland Excel Staff are acting on behalf of all or some of the Member Authorities those Member Authorities shall jointly indemnify the Scotland Excel Staff and Renfrewshire Council in proportion to their Contribution Rate against any liability for loss, damage or injury arising from any act or omission of the Scotland Excel Staff in the course of their duties under these terms and conditions.

- 10.2 Where the Scotland Excel Staff are acting on behalf of a single Member Authority, that Authority shall indemnify the Scotland Excel Staff and Renfrewshire Council against any liability for loss, damage or injury arising from any act or omission of the Scotland Excel Staff in the course of providing any services requested by the Member Authority.
- 10.3 The Member Authorities shall jointly indemnify Renfrewshire Council in proportion to their Contribution Rate in respect of all loss, costs and expenses incurred by the Renfrewshire Council (including any liability to their own legal advisers) arising out of any claim which arises in turn out of any act or omission by any person in connection with their duties under these terms and conditions with the exception of any loss, cost or expense which is covered by the indemnities granted in Clauses 10.1 and 10.2 above.
- 10.4 The Treasurer shall arrange for the taking out of such policies of insurance as the Treasurer considers appropriate in relation to the carrying out of the Functions on behalf of Scotland Excel which insurances shall include without prejudice for the foregoing generality, employers liability, public liability and professional indemnity insurance and the costs of taking out such policies shall be defrayed by the Member Authorities as part of the Contribution Sum with each Member Authority's share of the costs being calculated by reference to the Contribution Rate.

## **11. Termination**

- 11.1 Member Authorities shall require to give at least one years written notice of their intention to withdraw from Scotland Excel with the said notice period to commence on 1 April following its receipt by the Clerk with the date of expiry of a notice of withdrawal being 31 March of the following year. Any such notice shall be served by a Member Authority on the Clerk to the joint committee who shall within 7 days acknowledge receipt and advise the Director that such a notice has been received. The joint committee shall be entitled to allow a Member Authority to cancel a notice of withdrawal at any time. The Member Authority's membership of the joint committee and participation in Scotland Excel shall terminate on the date of expiry of a notice of withdrawal.
- 11.2 If one or more Member Authorities serve notice of their intention to withdraw from Scotland Excel and to cease their membership of the joint committee, the other Member Authorities shall as soon as reasonably practical meet to discuss the future viability and extent of Scotland Excel, with a decision being reached regarding whether to continue with the joint committee before expiry of such notice.

- 11.3 Where under Clause 11.2 hereof the Member Authorities resolve not to continue with the joint committee arrangement they shall advise the Clerk to the joint committee of their decision who shall bring a report to the joint committee recommending dissolution of the joint committee. The joint committee shall ensure that a sufficient period of time is allowed and Renfrewshire Council shall retain sufficient staff, to facilitate the orderly winding up of Scotland Excel.
- 11.4 In the event that the Member Authorities resolve not to continue with the joint committee following one or more notices of withdrawal each of the Member Authorities shall on demand pay to Renfrewshire Council all costs, expenses and outgoings whatsoever reasonably incurred by the Renfrewshire Council as a result of the termination of the Agreement, and that in accordance with the Contribution Rate.
- 11.5 In the event that Renfrewshire Council resolve not to continue to participate in the joint committee, the Member Authorities shall, on demand, pay to Renfrewshire 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 and that in accordance with the Contribution Rate.
- 11.6 Any Member Authority which withdraws from the joint committee shall on demand pay to Renfrewshire Council all costs, expenses and outgoings whatsoever reasonably incurred by Renfrewshire Council as a result of that Member Authority ceasing to participate in Scotland Excel.
- 11.7 A statement or certificate specifying the amount due to Renfrewshire Council in terms of paragraph 11.4, 11.5 or 11.6 above signed by the Treasurer or by any other signing official authorised by Renfrewshire Council shall, unless and until the contrary be proven, be deemed correct and thus binding on the Member Authorities.
- 11.8 The Treasurer shall keep or cause to be kept full and accurate accounts and records throughout the currency of this Agreement, or any replacement thereof, relating to the matters shown in each statement or certificate issued in terms of the foregoing sub-clause and shall for at least three years preserve at such place as the respective Directors of Finance shall nominate, all such accounts and records. The Member Authorities shall be entitled on giving reasonable prior notice to inspect such accounts and records and to make any examination or audit which they may desire, and for this purpose, the Treasurer shall forthwith on demand produce to the Member Authorities all relevant information or vouchers as the Member Authorities may reasonably request.

## **12. Location**

- 12.1 Scotland Excel staff shall be located in premises approved by the joint committee.
- 12.2 The costs of any premises occupied by Scotland Excel staff shall be met in accordance with Schedule Part 3.

## **13. Confidential Information**

- 13.1 The Member Authorities shall at all times use their reasonable endeavours to keep confidential (and to procure that their respective employees, agents, consultants and sub-contractors shall keep confidential) all Confidential Information concerning Scotland Excel, the Functions of Scotland Excel or the business and affairs of the other Member Authorities which may now or at any time hereafter be in its possession and shall not disclose it except with prior written consent of the other Member Authorities or where the Confidential Information relates only to one Member Authority the consent of that Member Authority.
- 13.2 “Confidential Information” means any information imparted to any of the Member Authorities or their employees, agents, consultants or sub-contractors (“the Receiving Party”) which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or to the knowledge of the Receiving Party was obtained by the other Member Authorities on the basis that it was to be kept confidential or is of commercial value in relation to Scotland Excel but shall not include any information which is:
  - 13.2.1 already in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party; or
  - 13.2.2 already in the possession of the Receiving Party without restrictions as to its use.
- 13.3 This Clause 13 is subject always to the obligations of a Member Authority to comply with the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004. A Member Authority shall not be in breach of this Clause where information is released by that Member Authority to comply with the aforementioned legislation.

## **14. Freedom of Information**

- 14.1 Each Member Authority acknowledges that the other Member Authorities are subject to the requirements of the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulation 2004 ("FOI").
- 14.2 Each Member Authority shall assist and co-operate with other Member Authorities to enable the other Member Authorities to comply with their information disclosure obligations under FOI.
- 14.3 Where a Member Authority receives a request for disclosure of information under FOI which that Member Authority holds in connection with or as a result of its membership of Scotland Excel or its participation in any of the contracts awarded through Scotland Excel, that Member Authority shall bring the receipt of such a request to the attention of the Director.
- 14.4 The Member Authority receiving a request under FOI shall be responsible for determining whether to disclose the information requested and where it is decided not to release any of the information requested, which of the exemptions in terms of FOI it is relying on. However, before making any determination in terms of this clause the Member Authority shall give the Director a reasonable opportunity taking into account any statutory time limit for determining such a request to make representations regarding how the Director considers the request under FOI should be dealt with.
- 14.5 Where a Member Authority receives a request for information in relation to information which it is holding on behalf of any of the other Member Authorities in connection with its participation in Scotland Excel, it shall:-
- (a) transfer the request for information to the relevant Member Authority as soon as practicable after receipt; and
  - (b) provide all necessary assistance as reasonably requested by the relevant Member Authority to enable the Member Authority to respond to the request for information within the time for compliance set out in FOI.

## **15. Variation**

- 15.1 These terms and conditions may only be varied by execution of a Minute of Variation signed by all of the Member Authorities.

**16. Resolution of Disputes**

- 16.1 Any dispute between Member Authorities arising in connection with their membership of Scotland Excel which cannot be resolved by discussion between the Member Authorities in dispute shall be determined by an arbiter.
- 16.2 Arbitration in terms of this Clause 16 may be initiated by any of the Member Authorities in dispute. The arbiter shall be mutually agreed by the parties in dispute failing which the arbiter shall be approved by the Sheriff of North Strathclyde at Paisley on the written application of any Member Authority.
- 16.3 The decision of the arbiter on the matter in dispute and on any award of expenses relating to the arbitration shall be final and binding on all parties involved in the arbitration.
- 16.4 The operation of section 3 of the Administration of Justice (Scotland) Act 1972 is excluded.

**17. Assignment**

- 17.1 No rights or obligations arising from these terms and conditions may be assigned except with the prior written consent of the Management Group.

**18 Agreement**

- 18.1 Subject to Clause 2.2, the execution of these terms and conditions by ourselves and by Renfrewshire Council creates a legally binding agreement between us as a Member Authority of the Scotland Excel joint committee and Renfrewshire Council as the lead authority for the joint committee.
- 18.2 We agree that if asked by Renfrewshire Council to do so we will enter into a Minute of Agreement with all Member Authorities as parties containing these terms and conditions.

**19.    Law**

19.1    These terms and conditions shall be subject to the exclusive jurisdiction of the Scottish Courts and shall be construed in accordance with the Laws of Scotland.

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SIGNATURE	SIGNATURE
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.....	
PRINT NAME	PRINT NAME
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.....	
Designation	Designation
.....	
.....	
Name of Council	RENFREWSHIRE COUNCIL
.....	
.....	
Place of Signing	Place of Signing
.....	
.....	
Date	Date

## **SCHEDULE PART 1**

### **STAFF**

#### **1. Renfrewshire Council's Duties**

- 1.1 The joint committee may authorise the appointment by Renfrewshire Council of sufficient suitably qualified and experienced employees to undertake the Functions on behalf of Scotland Excel for such periods and subject to such conditions of employment as the joint committee shall approve.
- 1.2 The joint committee's prior approval will be required in respect of any proposals to amend materially the terms and conditions of employment of Scotland Excel Staff.
- 1.3 Renfrewshire Council will provide payroll and comprehensive personnel services for the Scotland Excel Staff. For the avoidance of doubt, where the discharge of such services requires Renfrewshire Council to seek assistance and advice from other departments of Renfrewshire Council or from outside agencies they may do so. Such additional services will be reported to the joint committee and the costs thereof included in the costs to be paid by the Member Authorities in terms paragraph 2.1 of this Part of the Schedule.
- 1.4 Renfrewshire Council shall effect such insurance policies as it considers necessary in connection with its obligations under this part of the Schedule and the premiums thereof shall be included in the costs to be paid by the Member Authorities in terms of paragraph 2.1 of this Part of the Schedule.

#### **2. Member Authorities' Duties**

- 2.1 The Member Authorities hereby agree to pay all costs, expenses and outgoings reasonably incurred by Renfrewshire Council, ("the employment costs") in connection with the performance by Renfrewshire Council of its obligations under this part of the Schedule. Each Member Authority's share of the employment costs shall be calculated by reference to that Member Authority's Contribution Rate.
- 2.2 Without prejudice to Paragraph 2.1 above, as part of the procedures under Clause 7 of these terms and conditions an estimate of the employment costs shall at the beginning of each year be agreed between Renfrewshire Council and the joint committee. Such employment costs shall be paid quarterly in advance by each Member Authority in accordance with the Contribution Rate.



### **3. Termination**

- 3.1 In the event that the joint committee is terminated the following provisions shall apply in respect of Scotland Excel Staff on permanent contracts of employment:-
- (i) In the case of the staff who transferred to the employment of Renfrewshire Council by virtue of a Secondary Transfer under Article 16 of the Local Authorities (Staff Transfer) (Scotland) Order 1995, they shall have the option to transfer on their terms and conditions of employment in force as at the date of termination of the Agreement to the Member Authority to which as at 1st April 1996 they were due to transfer.
  - (ii) In the case of staff appointed prior to 30th September 1996 as replacements for staff employed by virtue of a Secondary Transfer they shall have the option to transfer on their terms and conditions of employment in force as at the date of termination of the joint committee to the Member Authority to which as at 1st April 1996 the particular member of staff they replaced was due to transfer.
  - (iii) The remaining staff shall be given the option to transfer on their terms and conditions of employment in force as at the date of termination of the joint committee to a post with a Member Authority. The Member Authorities shall among themselves provide such posts in so far as reasonably practical in accordance with the proportions set for Contribution Rates.
- 3.2 Any outstanding employment costs of Renfrewshire Council not otherwise met in terms of this Schedule shall be apportioned between the Member Authorities in proportion to their Contribution Rate.

## **SCHEDULE PART 2**

### **SUPPORT SERVICES**

#### **1. Support for the Joint Committee**

- 1.1 Renfrewshire Council shall supply to the joint committee such administrative and technical support as it may reasonably require to discharge its functions.
- 1.2 The **Director of Corporate Services** of Renfrewshire Council or his/her nominee will be the Clerk to the joint committee and either alone or at the request of the Chair or Vice Chair of the joint committee or on the requisition of at least one-fourth of the whole number of Members of the joint committee shall have power to call meetings of the joint committee.
- 1.3 The Chief Executive of Renfrewshire Council or his/her nominee will have power to call upon the services of such other employees of Renfrewshire Council to enable him/her to discharge his/her duties to the joint committee.
- 1.4 Renfrewshire Council shall directly or indirectly 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 Renfrewshire Council shall agree a budget with the joint committee annually in advance of 31 March in each year for the financial year following. The budget shall be apportioned between the Member Authorities in accordance with the Contribution Rate and will be payable quarterly in advance by them to Renfrewshire Council. 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.

#### **2. Support Services for Scotland Excel**

- 2.1 Renfrewshire Council shall supply to Scotland Excel such support services as the Director may reasonably require to discharge his/her duties (for the avoidance of doubt such services may include financial, legal, **audit** and other professional or technical services).
- 2.2 The Director shall include in the budget agreed in terms of clause 7 of these terms and conditions provision for the cost of such support services. Each Member Authority shall on agreement of that budget be responsible for payment of a proportion of the support services charge calculated by reference to the Contribution Rate quarterly in advance to Renfrewshire Council.

- 2.3 Any additional support services required by the Director of the Consortium shall after approval by the joint committee be invoiced by Renfrewshire Council to each Member Authority in accordance with their Contribution Rate.

## **SCHEDULE PART 3 PREMISES**

### Costs

- 1.1 The Member Authorities shall pay their share of the costs of any premises occupied by Scotland Excel staff calculated in accordance with the Contribution Rate. Those costs may be the cost of purchasing, leasing, sub-leasing or occupying the premises under a licence agreement and may include the service costs of the premises.