

## Terms of Reference

# ClimateReadyClyde

This document sets out the aims and objectives of the Climate Ready Clyde Initiative (“CRC” or “the Initiative”), as well as its structure, governance and operation.

### 1. Initiative aim and objectives

#### *Aim*

- To ensure the Glasgow City Region is prepared for climate change and its impacts, and supported to adapt in line with the Vision for a Climate Ready Clyde.

#### *Objectives*

- Lead development of a Climate Adaptation Strategy and Action Plan for the Glasgow City Region by:
  - Collating and disseminating high-quality information and evidence about expected climate change, its impacts on Glasgow City Region and examples of suitable actions to adapt, including where appropriate commissioning research or coordinating with academic consortia.
  - Assessing and monitoring how prepared Glasgow City Region is for climate change.
  - Assisting with development of other strategies, policies plans, projects and governance mechanisms which affect the City Region, including by responding to key consultations.
  - Undertake actions which co-ordinate and support members to champion adaptation in the City region, in particular helping assess their climate risks and opportunities and developing adaptation plans and strategies.
- Facilitate delivery of adaptation actions where feasible – for example through project development and delivery and potentially through jointly-conceived and funded capital and infrastructure works.
- Promote the value and benefits of the vision to stakeholders, and help them develop appropriate adaptations taking into account climate change as one of the long-term factors which is built in to their decision making and practices.
- Exchange information, experience and good practice with other organisations and cities with similar aims and objectives.
- Engage with the media to help ensure that appropriate messages about the impacts of climate change and ways of adapting to it reach their audiences in Glasgow City Region, and to promote Climate Ready Clyde.
- Influence key government bodies, including the Scottish Government, the UK Government and the Committee on Climate Change’s Adaptation Sub-Committee to accelerate adaptation in the City Region.
- Work in ways which contribute to the wider U.N. sustainable development goals and are complementary to the work of other organisations and partnerships.

#### *Benefits and Outcomes*

The Initiative will work to ensure the following outcomes:

- The City Region has a shared understanding of climate change risks and opportunities, and is taking action to adapt to them.
- Decision makers in the City Region make climate just, climate friendly and climate-ready decisions.
- Organisations and individuals have access to the skills, tools, and guidance to support them to adapt.
- The governance for adaptation in the City Region is co-ordinated.

In ensuring these outcomes, the Initiative should have regard to the original benefits identified, namely increasing the scale and pace of adaptation work in a way which adds value over individual efforts, and minimises extra costs to individual partners.

## **2. The Initiative**

This document sets out the nature of the agreement between the independent bodies as member organisations of the Initiative on how they will work together. It describes the structure of the Climate Ready Clyde Initiative, the key roles and the way its business is undertaken. It should be read in conjunction with:

- The Template Memorandum of Understanding between the organisation appointed to fulfil the secretariat function and member organisations of the Climate Ready Clyde Initiative (Appendix A)
- The schedule of member organisations (Appendix B); and
- The 2017-2020 draft work programme (Appendix C)

The Initiative is an unincorporated association, meaning it has no separate legal personality and cannot therefore contract on its own behalf. Consequently, member organisations will be responsible personally for their own direct legal commitments and it is intended that any commitments in respect of the Initiative shall require to be contracted through the Secretariat on its behalf and on the authorisation of the Board or a sub-group (as referred in Sections 5 & 7 below). Accordingly each member organisation is intended to be jointly responsible for any financial commitments undertaken on behalf of the Initiative (but each only for its own pro rata share up to a maximum amount equivalent to its respective agreed financial contribution in any given period).

For the avoidance of doubt member organisations shall not be jointly and severally (or severally) responsible for any liabilities or commitments given on behalf of the Initiative, and any such commitments shall be the responsibility of the party giving them (except to the extent that party has been duly authorised by the Board and is otherwise reliant upon the financial contributions envisaged in these Terms of reference).

### *Membership*

- 'Member organisations' are those organisations which take an active part in the Initiative's work, through providing a financial contribution and participating in the Board.

All member organisations must:

- Have an interest in adapting the Glasgow City Region to its changing climate.
- Provide a financial contribution to support the ongoing work of the Initiative.
- Contribute to the Initiative in terms of resources towards the delivery of the work programme.
- Attend meetings and respond to the agenda in a timely manner; and
- Agree to these terms of references.

In signing the MOU (Appendix A) and making a financial contribution all member organisations are committing to the Initiative. Members may leave the Initiative by giving [three months' written] notice to the Chair at any time [but it shall be at the Board's discretion whether to repay or waive any financial contribution of that Member envisaged for the relevant period, or whether to retain and apply such contribution in respect of the budgeted commitments of the Initiative]. The Chair will then work with the Secretariat to agree the practicalities.

#### *Roles and responsibilities of member organisations*

The role of member organisations includes the following:

- Contribute to the business of the Initiative, including by appointing or nominating a representative for such member organisation to become a member of the Board from time to time and to attend Board meetings, and provide financial contributions towards its ongoing work.
- Contribute to the development of the Initiative's programme of work, including inputting the unique contribution or perspective of their organisation or sector.
- Communicate the work of the Initiative to others, including to appropriate colleagues in their own organisations.
- Report to the Board any significant developments they are aware of appropriate to the business of the Initiative.
- Make best endeavours to enact agreed actions of the Initiative and report back on actions taken.
- Interact with other member organisations and Secretariat staff in an appropriate and respectful way.

### **3. Role, appointment and de-selection of the Chair**

The Chair's role is:

- To provide leadership of the Initiative and impetus to achieve the Initiative's aims and objectives.
- To chair meetings of the Board.
- To ensure development and delivery of the Initiative's programme of work.
- To ensure co-ordination of, and liaison between, sub groups
- To take operational decisions about the work of the Initiative between Board meetings; and
- To promote the work of the initiative by:
  - Making occasional presentations at conferences
  - Making occasional media appearances (e.g. TV and radio interviews, letters to newspapers) as appropriate

- Using their influence in all spheres of their work / experience.

Board meetings should be chaired in a manner which is business-like and inclusive, and which resolves conflict through achieving consensus as far as possible.

In this role the Chair will be supported by, and responsible to all member organisations.

#### *Appointment of Chair*

The appointment of the Chair will be organised by the Secretariat. Nomination for the independent Chair will be canvassed from the member organisations and by advertisement. If a particular candidate receives the support of an outright majority of Board members s/he will be designated the chair. Otherwise, at least one month's notice will be given of a vote at a Board meeting [unless at the Chair's (or in his or her absence the Deputy Chair's) discretion, taking advice from and consulting with the Secretariat, it is deemed necessary or desirable to convene a Board Meeting urgently or upon less than one month's or otherwise applicable notice]. Each candidate will be invited to submit a paper of maximum length two sides of A4 using minimum font size 12 point to promote their candidacy which should be circulated to Board members in advance. The selection process will be chaired by the outgoing Chair, if not a candidate for re-election or by his/her Deputy, if also not a candidate. Another member of the Board can also fulfil this role, if agreed by the Board. The deliberations of the Board will be held without any candidates present.

#### *Deselecting the Chair*

Any Board member may instigate a vote of no confidence in the Chair. If the vote is supported by more than two-thirds of the representatives of member organisations on the Board, then the Chair shall stand down immediately and the Deputy Chair shall initiate the appointment process for a new Chair.

### **4. Deputy Chair**

The role of the Deputy Chair is to deputise for the Chair when the Chair is not available. The Deputy Chair will be appointed by a similar process to the Chair, except that she or he will be drawn from the member organisations and the position not advertised.

The de-selection of the Deputy Chair shall follow the same mechanism as the de-selection of the Chair, with the Chair being responsible for managing the appointment of the Deputy Chair

### **5. Climate Ready Clyde Board**

#### *Membership*

The Board will primarily be made up of representatives nominated or appointed from member organisations. New members interested in appointing or nominating authorised representatives to join the Board should make a request to join, in line with overall conditions of membership of the initiative. They will be asked to arrange for their appointing member organisation to sign an individual MOU which confirms their appointing member organisation's financial and in-kind commitment, as well as any other contributions their appointing member will make to the Initiative (see Appendix A). Election to the Board will be by a vote of the Board.

### *Meetings*

The Board will normally meet four times a year to progress the business of the Initiative. It may invite significant funders of the Initiative's work programme (and not necessarily member organisations) as deemed appropriate by the Chair in consultation with the Secretariat (and any additional persons so attending shall not for the avoidance of doubt have a vote of any matter arising, although if permitted by the Chair may be entitled to speak). It may invite representatives from key organisations responsible for adaptation to climate change in Glasgow City Region.

If neither the Chair nor Deputy Chair are in attendance for a single meeting, the Committee will elect a Chair for that individual meeting.

The Board will:

- Determine the strategic direction of the Initiative, and periodically review the aims and objectives, and be permitted and authorised to update and/or amend the Terms of Reference by circulation of an amended version approved by the Board to the member organisations.
- Set up a secretariat function to ensure delivery of the work programme
- Agree the Initiative's Work Programme.
- Agree to bring the capacity of their own organisations to assist with the delivery of the work programme, where appropriate.
- Decide on major financial matters such as the Initiative's applications for funding from other bodies and the allocation of funds to projects and sub groups.
- Advise the Secretariat where the Secretariat is responsible for securing or making arrangements to seek or obtain 3<sup>rd</sup> party funding (e.g. Government Grants).
- Set up and disband Sub Groups, as appropriate, including appointing a chair, setting terms of reference and setting defined timescales.
- Monitor the progress of sub groups; and
- Sign off outputs of projects such as reports.

A meeting of the Board will be quorate if at least half of representatives appointed to it by member organisations (or a minimum of six if this is more) are present.

### *Attendance*

Each organisation will nominate one main contact to be its appointed representative on the Board, and one other contact from their organisation as an alternate to deputise if that main contact is not available, to sit on the Board and attend meetings. These nominees should be:

- Employed in an operational function rather than political role.
- Working at a senior level within their organisation i.e. Senior Manager or above.
- Operating at a corporate level within and have links across the full range of departments of their organisation i.e. Chief Executive's Department, or similar.

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It is expected that the main contact/representative will attend Board meetings wherever possible, and that in other cases the other nominated contact/alternate will attend. This is to ensure efficient progress of the Initiative's business through continuity of attendance.

If no person from a member organisation attends two successive meetings, or if a member organisation fails to provide a reasonable level of continuity of nominated person attending, then:

- the Secretariat will contact the Member and report to the Chair on the reasons for absence
- the Chair may recommend to the Board that such appointed representative ceases to be the member organisation's representative on the Board
- the Board may in absence of a suitable explanation or commitment (determined ultimately by the Chair acting reasonably) vote to cease the member organisation's membership

The Agenda for the meeting will be determined by the Climate Ready Clyde Secretariat, and sent, together with any appropriate papers, to members of the Board at least three working days ahead of the meeting.

All members of the Board must confirm their attendance with the Climate Ready Clyde Secretariat in advance of each meeting. The Board may also invite additional (non-voting) attendees to provide particular support and input from technical officers from within their organisation in dealing with specific issues e.g. flooding, planning, roads, etc. Board members will be expected to report back on progress on any actions outstanding for them. When Board members are not attending the meeting, they must use reasonable endeavours to inform the Climate Ready Clyde Secretariat of such progress in advance of the meeting in writing or by email.

Where a member organisation's representative (or alternate) is absent from the meeting, a substitute may attend in their place with full voting rights. Guests may attend meeting of the Board as agreed in advance by the Chair, and may participate in the discussion of meetings, at the discretion of the Chair, but are not entitled to vote.

Notes of meetings, including actions agreed, will be agreed between the Chair and the Secretariat, and then circulated to Partners.

### *Conflicts of interest*

If any situation arises where a member organisation has been awarded a contract, or is actively bidding for, or being considered for a contract, or it seems likely that they may or will express an interest in a contract, the representative of the member organisation must withdraw from the meeting for that item. The representative must not speak or vote about the matter [unless specifically requested or authorised by the Chair to do so (for example to clarify any specific matter or detail)].

Member organisations and any member of the Board are expected to declare any conflicts of interest, and records of such declarations will be kept. If no declaration is made, then the member organisation is precluded from participating in any financial gain relating to that

activity [and shall be obliged to repay, or otherwise make good to the Initiative by payment of, a sum equivalent to the amount of any such gain].

#### *Decision making*

All significant decisions will be made by the Board, led by the Chair. Decisions will be made by consensus wherever possible. Where votes are taken, each representative on the Board will have one vote and in the event of an equal number of votes being cast on any matter the Chair will have the casting vote. No decisions that have significant financial or administrative consequences for the Secretariat shall be made without its prior agreement or approval in writing. All decisions will be recorded in the minutes.

All decisions on expenditure will be made by the Board, with regards to the following guidelines:

- Annual Secretariat Staffing costs approved by the Board in advance;
- Office overheads and management costs, approved by the Board in advance;
- External contracts or expenditure (exceeding £5,000) to be authorised by the Board or by a sub group (where delegated authority has been approved by the Board);
- External contracts or expenditure (below £5,000) are at the discretion of the Secretariat but have to follow recommended guidelines as set out by Public Procurement in Scotland.

Where decisions need to be made between Board meetings, the following will apply:

- For an issue which is both significant and urgent, the members of the Board will be informed by email and given a deadline for their response. Responses must be made by email. A decision will be made based on the collated responses.
- Where the issue is significant but not urgent (i.e. a decision is required within two weeks and thus a response from the Board cannot reasonably be sought), the Chair will make a decision as to whether approval is needed before the next meeting: The Board will be informed by email, unless the issue is not significant in which case it will be reported at the next meeting.
- An issue is significant if
  - it involves expenditure of £10,000 or more, or
  - it is controversial or politically sensitive
- Where a decision has clear and particular implications for a member organisation, that organisation will be informed as soon as reasonably possible.
- Where the Chair (in consultation with the Secretariat) considers that it is sufficiently important and/or urgent to convene a meeting at less than normal notice or outwith the normal meeting pattern of 4 Board meetings per year, this may be done on such shorter period of notice as deemed reasonable by the Chair.

#### *Meeting locations and publication of papers*

Meetings will generally be held in a central Glasgow location. Where possible meetings will also be held around the region to reduce the travel burdens of partners. Agenda and papers will be issued no later than one week in advance of the meeting.

All Board meetings will be minuted and publicly available online via the Climate Ready Clyde page on the secretariat website. Minutes will be circulated no later than four weeks after the meeting and approved at the subsequent meeting by proposer and seconder.

### *Dispute Resolution*

In case of dispute between or among member organisations or members of the Board, the Chair will in the first instance seek to resolve matters between the disputing partners. If the Chair is unable to enable resolution between the relevant parties, the Secretariat will seek to facilitate resolution.

If the dispute is between the Chair and a member organisation or member of the Board, the Secretariat will seek to resolve matters.

If the dispute is between the Chair and Secretariat, the Deputy-Chair will seek to resolve matters.

## **6. Sub Groups**

Where necessary to deliver the Initiative's work programme, the Board may form sub groups. Each sub group will have a clear remit agreed with the Board setting out its objectives, the funding available to it from the contributions made by the member organisations and the timescale over which it is expected to operate.

The Chair of each sub group will be appointed from and by members of the respective sub group. Member organisations intent on standing as Chair should nominate themselves and the sub group should vote on the proposed nominee/s. The sub group should regularly review the role of Chair.

The Chair of each sub group will:

- Organise meetings as appropriate.
- Invite appropriate member organisations to take part in the work of the sub group.
- Be responsible for establishing the programme of work and the funding for the group, including any additional funding raised separately.
- Manage the work of the sub group to achieve the agreed objectives within the agreed timescale.
- Ensure that the sub group has a communications plan, and liaise with the Initiative's Communications Group about this.
- Liaise with the Chair about the group's work.
- Ensure that key decisions and actions of the sub group are minuted and the minutes circulated to members of the group and the Chair and Deputy Chair of the Board; and
- Represent the sub group on the Board.

The Chair of each sub group will attend meetings of the Board to report on the progress of the group. Where this is not possible, the sub group Chair will appoint a delegate. The Chair of the sub group should identify and refer to the Board any significant decisions about the work of the Initiative, and in particular in relation to controversial or sensitive issues and/or Initiative finances.



## 7. Resourcing and financial management

To ensure the financial sustainability of the Initiative, the Climate Ready Clyde Secretariat will seek to cover the Initiative's costs through financial contributions from Members. This will be done on an equal-share pro rata basis. Wherever possible these contributions shall be minimised through attracting external funding in line with the work programme agreed by the Board. The specific funding required from each partner will be agreed in advance and split equally between all member organisations once external funding contributions have been accounted for.

Wherever possible, members will be asked to commit three years funding in principle to ensure that development of the regional strategy and action plan, once started, can complete. Actual contributions may be received on an annual basis.

Should the anticipated number of member organisations not be reached and funding not meet the required level, it will be at the discretion of the Board (in consultation with the Secretariat) to decide the priorities for delivering the restricted work programme and/or requesting increased contributions. Reference is made to the MoU between member organisations and the secretariat (Section 6 Appendix A) as to how this may be done.

### *Financial Management*

The Climate Ready Clyde Board will authorise total financial spend for the Initiative. Expenditure for individual projects will be authorised by the Board or the chair of a sub group if authorised.

No financial commitments can be made on behalf of the Initiative without a decision made in accordance with the above.

The Secretariat will not issue payment for externally contracted work, until it has been authorised in accordance with the following:

- Contracts or expenditure exceeding £5,000 require authorisation from either the Board or (if appropriate and authority separately delegated by the Board) the chair of the relevant sub group.
- Contracts or expenditure below £5,000 are at the discretion of the secretariat but procurement must be in line with the guidelines given by Public Procurement In Scotland

The Secretariat shall provide essential support including managing the Initiative's finances and funds as set out in the Memorandum of Understanding.

### *Termination of membership*

If a member notifies the Initiative of their intention to withdraw, the Climate Ready Clyde Secretariat and Board will seek to return a fair proportion of the contributions made. This will be discussed and agreed between the parties, but failing agreement shall ultimately be decided at the discretion of the Chair (in consultation with the Secretariat). Members will continue to be liable for any financial contribution or other commitments until the date of termination including any notice period.

### *Termination of the initiative*

In the event that the arrangements for the Initiative are terminated, the member organisations will meet all costs, expenses and outgoings whatsoever reasonably incurred by the Initiatives as a result of termination. The Board will allocate any assets held by the Initiative (or on its behalf), based on the recommendation of the Secretariat.

## **8. Climate Ready Clyde Secretariat**

The Board is responsible for appointing an organisation to deliver the secretariat function for the Initiative. The Secretariat is responsible for:

- Managing development and delivery of the Initiative's work programme
- Developing and delivering a climate risk and vulnerability assessment, an adaptation strategy, an adaptation action plan and an annual report
- Supporting the Board and Chair.
- Working with the Sub Group chairs to deliver the Sub Group's work programme.
- Conducting activities as appropriate to the efficient running of the Initiative.

Staff will work across the Glasgow City Region, and occasionally further afield as appropriate.

## **9. Developing and Managing the Work Programme**

The Board is responsible for overseeing development and delivery (managed in conjunction with the Secretariat) of a work programme which supports the aims, objectives and outcomes of the Initiative.

### *Criteria for prioritising the work programme*

Key criteria in prioritising the work programme include:

- Relevance to adaptation to climate change: is the work wholly or partially about adaptation to climate change? How large a risk or opportunity is addressed? Is it about one of our main concerns such as flooding, water resources or overheating, or a less important impact?
- Relevance to the City Region: is the work relevant to all or part of the City Region? Is it relevant to a wider area such as the UK or Europe, in which case are organisations at the appropriate level leading or contributing?
- Additionality: does the work add significantly to work that has already been done or is underway?
- Fit with objectives: does the work contribute to fulfilling one or more of the Initiative's agreed objectives?

## **10. Governance**

The Initiative will have regard to the requirements and recommendations of the secretariat with respect to the governance of the Initiative in accordance with the Terms of Reference, and having regard to good practice in the governance of other bodies or arrangements of a similar nature (for example unincorporated associations).

The Secretariat will inform the Chair of the Initiative when such requirements and recommendations change. In particular, these Terms of Reference and other Initiative arrangements will be reviewed periodically and any changes made notified to the Secretariat.

The Board may vote at any time to review or amend the Terms of Reference as necessary. The Terms of Reference will be formally reviewed at the end of the initial three-year set-up period and in advance of any project delivery phase.

### **11. Credit**

All work of the Initiative will be credited principally to the Initiative itself. However, all content will reference that the partnership is made possible due to the contributions of participating organisations, with their logos and organisation names included wherever practicable.

Where individual Members promote the work of the Initiative, they must ensure that the Initiative's role is acknowledged.

### **12. Branding**

The Initiative logo and design style will be used only for Initiative products such as reports, website and meeting notes and other appropriate purposes authorised by the Board from time to time.

Initiative stationery may be used only for initiative business, and letters and other communications should be formatted according to any agreed standard.

Letters may only be sent using the Initiative logo in appropriate circumstances. Generally, this will be by the Chair and Deputy Chair and Chairs of sub groups. In all cases, copies, exactly as sent including signatures where appropriate, should be sent to the Chair so that a complete record of Initiative business can be maintained.

The branding will also include, where practical and provided specific written authority has first been obtained, the logos of all Members.

### **13. Press Engagement**

#### *Proactive media work*

All proactive media engagement should operate under a 'no surprises' approach. Member organisations will have at least a 48 hour opportunity to comment on draft press releases and other public communiqués. The Chair is the public face of the Initiative and media requests for other member organisations to appear in the media (print, radio, television or internet) on behalf of the Initiative should be agreed with the Chair.

#### *Reactive media work*

The initiative will establish media protocols with a number of partner organisations around reactive presswork, especially for reputation management. The Chair and/or Climate Ready

Clyde Secretariat will undertake reasonable endeavours to inform member organisations that are likely to be affected by any reactive media work in good time ahead of any announcement.

#### **14. Intellectual Property**

Each party involved in the Initiative including the secretariat and each member organisation shall retain its respective rights in any pre-existing proprietary information and/or rights contributed to and shared for the purposes of the Initiative (“Background IPR”), and grants the others including the Board and the Initiative a non-exclusive, perpetual, irrevocable and royalty-free licence to use its Background IPR for the purposes of the Initiative and for non-commercial research and development and teaching purposes.

Any copyright, database and/or other intellectual property rights of whatsoever nature created during the term and course of the Initiative (“Foreground IPR”) shall for the avoidance of doubt vest in the Crown, but on the basis that a non-exclusive, perpetual, irrevocable, royalty-free licence to use such Foreground IPR is granted to the secretariat and each member organisation solely for the purposes of the Initiative and for non-commercial research and development and teaching purposes.

The Secretariat and each member organisation shall, and the Board on behalf of the Initiative shall, execute all such documents and do all such things as may be required to give full effect to this Section 14.

## Appendix A Memorandum of Understanding (MOU) between [Name of secretariat organisation] and [Name member organisation],

MOU Ref: FY17 CRC01

### 1. Introduction

This document sets out the responsibilities of [secretariat organisation and details] and currently providing the Secretariat to the Climate Ready Clyde Initiative (“CRC” or “the Initiative”), and [member organisation] in respect of the provision of Secretariat and related services to, and the management of contributions made to, the Initiative.

### 2. Contact details

These points of contact (or such other point of contact as the respective Party may from time to time intimate to the other Party) will represent their organisation for the purpose of the Initiative:

#### [Secretariat organisation]

Point of contact: [Lead name]  
Address: [Secretariat address and email contact address]

#### [Organisation name]

Point of contact: [Lead contact name]  
Address: xx  
xx  
xx  
Tel: xx

#### The Initiative (and the Board)

Point of contact: The Chair  
Address: Professor James C Curran,  
5 Brooklands Avenue,  
Uddingston,  
Glasgow, G71 7AT,  
Email: [jamescurran@hotmail.co.uk](mailto:jamescurran@hotmail.co.uk)

### 3. Purpose, objectives and intended timescale

The Initiative brings member organisations together to work strategically to minimise risks and seize the opportunities it brings for the local economy, society and the environment. Specifically the Initiative will deliver the first city-region adaptation strategy and action plan in Scotland, bringing together key decision makers to create a step change in adaptation action.

CRC is designed as a three-year initiative. Member organisations are asked to contribute to the funding of the Initiative, which will be used to:

- support a dedicated specialist Secretariat who are experts in adaptation planning and delivery.

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- deliver research and communications projects in line with the CRC Initiative's annual work programme.

Working with the member organisations involved, the Secretariat will deliver the key objectives of the Initiative:

- a climate risk and vulnerability assessment
- an adaptation strategy
- an adaptation action plan
- an annual report

The broader benefits arising from the Initiative will include:

- Greater opportunities for the Glasgow City region to be part of other regional, national and international networks bringing further learning opportunities;
- Expanding the City region's influence;
- Making new evidence available to partners to support their own initiatives
- The possibility of leveraging further funding to support the delivery of the adaptation action plan
- Opportunities to build the capacity of member organisations through training, tools and resources.

#### 4. Governance and Accountability

The Climate Ready Clyde Board ("the Board"), (as envisaged in the Terms of Reference referred to below, Appendix A) will shape and oversee the Initiative's and consequently the Secretariat's work, and ultimately be responsible for the development and delivery of the Initiative's work programme.

The draft Terms of Reference (including details of the objectives and governance of the Initiative) are detailed in the Statement under Appendix A and draft work programme of the Initiative in Appendix B.

#### 5. Timescale

The Initiative is expected to run for three years, from April 2017, and will be subject to annual review by the Board.

#### 6. Funding arrangements £ (exclusive of VAT)

Indicative Total Project Cost: £350,000

It is expected that at least 15 organisations will join the Initiative. On that basis, each member organisation will provide an annual contribution of £7,250 (exc VAT), which will increase in line with inflation. Should there be more, the Climate Ready Clyde Board will decide on further outputs to be added to the workplan for years 2-3. Similarly, should the number of contributions decrease, the Board will have the discretion to consider how to best manage these reductions accordingly, and shall in conjunction with the Secretariat be empowered to increase the amount of annual contribution to a pro rata amount per member organisation (excluding VAT) required to make up any shortfall in relation to the relevant year's budgeted expenditure (taking account of any external or additional funding), and to make arrangements for the receipt and management of such contributions.

#### 7. Invoicing and Payment

A purchase order will be set up by all organisations so that invoices can be sent from [secretariat organisation] to member organisations.

## 8. Intellectual Property Right (IPR)

8.1 Each party involved in the Initiative including [secretariat organisation] and each member organisation shall retain its respective rights in any pre-existing proprietary information and/or rights contributed to and shared for the purposes of the Initiative (“Background IPR”), and grants the others including the Board and the Initiative a non-exclusive, perpetual, irrevocable and royalty-free licence to use its Background IPR for the purposes of the Initiative and for non-commercial research and development and teaching purposes.

8.2 Any copyright, database and/or other intellectual property rights of whatsoever nature created during the term and course of the Initiative (“Foreground IPR”) shall for the avoidance of doubt vest in the Crown, but on the basis that a non-exclusive, perpetual irrevocable, royalty-free licence to use such Foreground IPR is granted to [secretariat organisation] and each member organisation solely for the purposes of the Initiative and for non-commercial research and development and teaching purposes.

8.3 [Secretariat organisation] and each member organisation shall, and the Board on behalf of the Initiative shall, execute all such documents and do all such things as may be required to give full effect to this Section 8.

## 9. Project Management

Representatives from all contributing member organisations will represent their organisation on the CRC Board, as per the Terms of Reference.

The Secretariat will be provided by [secretariat organisation]. The level of support will be based on the approved work programme. As the Initiative progresses there may be need to increase the support levels provided by the Secretariat. Any increase and subsequent demand on funding will be dictated by the CRC Board.

[Secretariat organisation], in managing the Secretariat is responsible for delivering the key objectives of the Initiative as envisaged in the Terms of Reference (Section 1, Appendix A).

As well as this, [secretariat organisation] shall:

- maintain full records of all income received from the funders and consequently disbursed;
- be responsible for maintaining the financial records,
- contract with and manage externally resourced projects, as determined in the Terms of Reference (Section 7 Appendix A)
- liaise with the sub groups to ensure appropriate arrangements are in place in respect of (i) deliverables and milestones to be met and (ii) approvals to be given before payment is made to external contractors;
- prepare all financial reports to the CRC Board.

## 10. Confidentiality

Except as may otherwise be agreed in writing among them, [secretariat organisation], [member organisation] and each other member organisation will keep the terms of this document, and any related documentation and related financial information relating to the Initiative (but not its involvement), confidential and will take all reasonable action to ensure that all persons under its influence or control associated with the Initiative, whether employees, agents or consultants or otherwise, keep the terms of this document, any related documentation, and related financial information relating to the Initiative, confidential unless such information:

- is in the public domain at the time of disclosure;
- is required to be disclosed in order to comply with a request for information made under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004; or
- is otherwise required to be disclosed by law.

**11. Early Termination of Agreement**

Whilst it is not envisaged that termination will occur within the initial 3-year term of the Initiative, any party to this arrangement must give to the other parties involved in the Initiative including [secretariat organisation], each other member organisation and the Board, three months' notice in writing of an intention to withdraw from the Initiative, setting out the reasons for termination.

The remaining parties to the Initiative will consider what action to take in respect of the continuation of the Project following the withdrawal of any member organisation(s).

Under the terms of this MoU, the remaining parties to the Initiative will not be required to take on the financial responsibility of the party or member organisation who has duly served notice of termination. If one or any of the remaining parties should decide to increase its contribution to the Initiative, this MoU shall be revised accordingly.

Where this MoU or the Initiative is terminated as a result of one party withdrawing support from the Initiative, the Board will consider how to best manage any shortfall in funding (whether arising from reduced contributions or otherwise) accordingly.

**12. Dispute procedures**

In the event of any dispute or disagreement between them member organisations, [secretariat organisation] and the Board on behalf of the Initiative shall follow the procedures set out in the Terms of Reference for the Initiative (Appendix A).

**13. Status of this MoU**

Nothing in this MoU shall prejudice, conflict with or affect the exercise by any of the Parties of any of its functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed or the exercise of any discretion under any legislative provision, enactment, byelaw or regulation whatsoever.

.....Date.....

Signed on behalf of [secretariat organisation]

Name:  
Position:

.....Date.....

Signed on behalf xx

Name  
Position:



## Appendix B - schedule of proposed member organisations

East Dunbartonshire Council  
East Renfrewshire Council  
Glasgow City Council  
Inverclyde Council  
North Lanarkshire Council  
NHS Greater Glasgow and Clyde  
NHS Lanarkshire  
Scottish Canals  
Renfrewshire Council  
Scottish Water  
SPT  
South Lanarkshire Council  
University of Glasgow  
University of Strathclyde  
West Dunbartonshire Council

**Appendix C – Draft work programme**

