

## **Glasgow Third Sector Interface**

### **Partnership Agreement**

Amongst

Glasgow Council for Voluntary Sector (GCVS)

and

Glasgow Social Enterprise Network (GSEN)

and

The Volunteer Centre – The Centre for Volunteering, Community Action and Employment Initiatives  
(Volunteer Glasgow, VG)

**GLASGOW COUNCIL FOR THE VOLUNTARY SECTOR ("GCVS")**, a company limited by guarantee incorporated in Scotland under the Companies Acts (SC097679) and registered charity (SC006923) having its registered office at 11 Queens Crescent, Glasgow, G4 9AS;

**GLASGOW SOCIAL ENTERPRISE NETWORK ("GSEN")**, a company limited by guarantee incorporated in Scotland under the Companies Acts (SC557791) and registered charity (SC047282) having its registered office at The Briggait, Unit 219, 141 Bridgegate, Glasgow G1 5HZ; and

**THE VOLUNTEER CENTRE - THE CENTRE FOR VOLUNTEERING COMMUNITY ACTION AND EMPLOYMENT INITIATIVES (operating as Volunteer Glasgow) ("VG")**, a company limited by guarantee incorporated in Scotland under the Companies Acts (SC166042) and registered charity (SC005462) having its registered office at Abbey House, 1<sup>st</sup> floor east, 10 Bothwell Street, Glasgow G2 6LU.

#### **WHEREAS**

- Each of the Partners has accepted and is an equal signatory to the Grant;
- Details of the partnership to be delivered in relation to the Glasgow Third Sector Interface.
- The Grant makes provision for the payment of £460,600 (as at 2019/2020) per financial year 1 April – 31 March to the Partnership for delivering the Glasgow Third Sector Interface and stipulates that the allocation of funds is a matter for agreement between the Partnership;
- The Grant includes a number of conditions that must be met by the Partnership (either together or as individual Partners) in order to receive funding and stipulates certain levels of governance to be put in place in relation to delivery of the Glasgow Third Sector Interface grant agreement;
- Accordingly, the Partnership enter into this Agreement, to regulate their relationship and make provision for the allocation of funds, obligations and responsibilities in relation to performance of the obligations in relation to the delivery of the Glasgow Third Sector Interface grant award.
- The partners aim to review the Partnership Agreement annually to ensure it remains fit for purpose; particularly taking into account any amendments to the Scottish Government grant value and any future Grant Agreement.

## DEFINITIONS

**Chief Officers Group** means the Chief Officers from each of the three TSI member organisations.

**Confidential Information** means all commercial, financial, technical or other information of a confidential or proprietary nature (including but not limited to trade secrets, formulae, processes, ideas and inventions, specifications, designs, financial or business information, customer details, market research and pricing strategies) relating to or used in the business of the Partner in question in tangible or documented form or communicated orally and subsequently presented in tangible or documented form within a period of thirty days whether or not labelled or otherwise identified as confidential; and/or belonging to the party in question or any third party.

**Confidential Information** shall also include any knowledge which may be imparted or developed through examination, collation, analysis or working of such information.

**Consideration** means the consideration payable under the grant agreement between Scottish Government and the Glasgow Third Sector Interface Partners

**Glasgow Third Sector Interface/Glasgow TSI** means the collaboration between the partners, services and products delivered by each Partner in fulfilling the outcomes stated within the Scottish Government TSI Monitoring Framework.

**Grant/Grant Agreement** means the Scottish Government's letter and Glasgow Third Sector Interface grant offer

**Glasgow Third Sector Interface Network ("GTSIN")** means the network for the purposes of connecting the Community Planning Partnership and third sector organisations.

**Partners/parties** means those bodies which are signatories to this agreement, all of which are comprised in the Interface Steering Group.

**Public Services** means the services to be delivered by the TSI to the Public Sector Agency (in this agreement being The Scottish Government) under the grant agreement.

**Staff** means those employees, contractors or volunteers, of each of the Partners who are directly engaged in the delivery of the Public Services under the Grant Agreement

**Steering Group** means the committee established with responsibility for managing the Glasgow Third Sector Interface

**Third Sector** means the group of organisations that make up civil society, including those that define themselves as charities, voluntary organisations, social enterprises or community groups

**Third Sector Infrastructure** means the services provided to people and to organisations for the purposes of informing, advising, advocating for, training and developing a strong and effective third sector

**Social Enterprise** means third sector organisations that are asset-locked businesses with primarily social and/or environmental objectives which aspire to generate trading income to be financially self-sufficient and whose surpluses are reinvested in the business or community to achieve their wider social aims

**Volunteering** means any activity undertaken by individuals who freely choose to give their time, skills and energy without pay for the benefit of the wider community outside their immediate family. These contributions range from the very formal such as volunteering with public sector bodies and community councils, through engaging with local clubs and charitable/community organisations, or getting involved with local activism or helping out with community activity, to very informal participation such as helping a neighbour with their bins or bringing shopping in from the car.

**Workplan** means the action plan, as agreed among the Partners, outlining the key aims and objectives, and deliverables of the Glasgow TSI

## **1. PURPOSE OF THIS AGREEMENT**

### **1.1. The key purposes to this agreement:**

1.1.1. To define and agree the way in which three infrastructure bodies for the Third Sector in Glasgow work together to effectively maximise resources that will help deliver thriving, sustainable and inclusive communities in Glasgow through third sector organisations, volunteering and social enterprise and

1.1.2. To ensure that the Third Sector is a key partner in Community Planning.

1.1.3. Delivering the TSI Grant Agreement

1.1.4. To agree the respective rights and obligations of each party in delivering on the outcomes specified in the Scottish Government TSI Grant Agreement.

1.1.5. To review and identify opportunities to work together to bring added value to best meet the needs of Glasgow.

### **1.2. The Purpose of Glasgow Third Sector Interface**

1.2.1. It is the intention for the Glasgow TSI to build resilient and empowered communities and create a stronger, fairer and more equitable city with a thriving third sector at its heart.

1.2.2. As part of the Glasgow TSI all Partners collectively provide a range of core infrastructure and support services to the Third Sector in Glasgow. A single funding allocation from Scottish Government is made in return for delivery of the following roles (as laid out in the TSI Framework Sept 2018): To be a central source of knowledge, to build capacity, to act as a voice and to connect.

## **2. STRUCTURE OF THE GLASGOW THIRD SECTOR INTERFACE**

**2.1.** The relationship between the Partners in delivery of the Glasgow TSI shall be governed by, and operate in accordance with the provisions of this Agreement, the TSI Grant and Outcomes, the TSI Workplan submitted to Scottish Government and such other documents as the Partners may agree from time to time.

2.2. The roles of the partners are:

**2.2.1. Glasgow Council for Voluntary Sector**

GCVS shall be responsible for delivering the core roles to develop, promote and support the third sector and shall have responsibility for:

- providing leadership on issues of importance to third sector organisations;
- building sectoral capacity, strengthening governance and promoting quality and standards;
- communicating with and on behalf of third sector organisations to inform policy, planning and decision-making in Glasgow;
- gathering data and producing research and analysis to assist access to and knowledge about the third sector; and
- Manage the GTSIN as the main route for engagement with Community Planning at strategic level in Glasgow.

**2.2.2. Glasgow Social Enterprise Network**

GSEN shall be responsible for delivering the core roles to develop, promote and support social enterprise, to:

- provide leadership on issues of importance to social enterprise
- influence strategy and policy development
- facilitate a safe space for members to come together to share resources, ideas and experiences
- offer a platform for members to form partnerships and collaborations.
- provide information and signposting to specialist services
- provide an outlet for awareness raising of social enterprises, their products and services through our events and communication channels
- engage and consult with social enterprises to ensure their views are represented at the appropriate levels, locally, nationally and internationally.
- enable opportunities for trading between members, the community, public sector and private sector.
- support and contribute to the work of the GTSIN as the main route for engagement with Community Planning at strategic level in Glasgow.

**2.2.3. Volunteer Glasgow**

VG shall be responsible for delivering the core roles to develop, promote and support volunteering to:

- provide leadership on issues of importance to volunteering;
- chair Glasgow's Volunteering Strategy Governance Group on behalf of the Community Planning Partnership, implementing the appropriate elements of the agreed Strategy

Action Plans and reviewing progress with relevant partners and stakeholders against key milestones;

- gather data and co-design research and/or undertake analysis to assist access to and knowledge about volunteering;
- empower more people to take up appropriate, high quality, inclusive volunteering opportunities in the organisations and communities across the city that need their support.
- facilitate and deliver high-quality learning, guidance, employability and capacity-building programmes for volunteer-involving organisations and for people requiring additional support to make their contributions.
- support and contribute to the work of the GTSIN as the main route for engagement with Community Planning at strategic level in Glasgow.
- delivery of specific volunteering support and development services and programmes that may be agreed from time to time with Scottish Government including (but not necessarily limited to) Saltire Awards and online volunteering opportunity advertising services.

#### **2.2.4. Glasgow Third Sector Interface Network (managed by GCVS)**

The Glasgow Third Sector Interface Network shall be responsible for delivering the core roles in relation to the engagement with Community Planning Partners to:

- connect the Third Sector with Community Planning Partners through the maintenance and further development of GTSIN;
- enable third sector views to inform and contribute to the development of partners' policies and programmes;
- organise and facilitate appropriate mechanisms for gathering views to inform the above for the full range of third sector agencies, including those from voluntary and community organisations, volunteer-involving organisations and social enterprises;
- involve third sector networks and organisations representing all key sub-sectors of the third sector as active participants in GTSIN to develop and contribute to its work.

### **2.3. The partnership will be managed through:**

#### **2.3.1. GLASGOW THIRD SECTOR INTERFACE – STEERING GROUP**

2.3.1.1. The Partners will establish and maintain for the duration of this Agreement a Steering Group consisting of the CEO's and one Board member from each of GCVS, GSEN and VG.

2.3.1.2. The Steering Group shall meet twice each year but may meet more frequently if the Partners so agree.

2.3.1.3. The Steering Group will recruit an independent chair who will be appointed for a maximum term of three years and:

- Must have no formal nor current connection with any of the individual partners.
- Must act impartially at all times, assisting the partnership to reach consensus.
- Will not have any voting right.
- Can only be appointed with agreement of all partners.

- May not be paid (Honorarium) other than out of pocket expenses.

2.3.1.4. In the event of no independent chair, the chair will be rotated between partners with each partner chairing steering group meetings for a maximum period of 12 months.

2.3.1.5. The Steering Group will:

- provide overall leadership for and strategic direction to the TSI over the period of the grant agreement.
- be responsible for coordinating and managing the overall performance of the TSI, ensuring that objectives are achieved.
- agree strategic priorities
- act on behalf of the independent organisations to agree the division of resources from the Scottish Government grant
- resolve any differences, conflicts or disagreements with response to the principles and practices of the Glasgow TSI and this agreement. Where all parties cannot agree, the mechanisms described below in “Dispute Resolution” will be used to reach a fair and reasonable agreement.
- ensure meetings are minuted.

## **2.3.2. GLASGOW THIRD SECTOR INTERFACE – Chief Officers’ Group**

2.3.2.1. The Partners shall establish and maintain for the duration of this Agreement a CEO Group consisting of the CEO’s from each of GCVS, GSEN and VG plus one senior member of staff from each, if appropriate; and the Manager of the GTSIN project.

2.3.2.2. The Chief Officers’ Group will:

- Ensure that Steering Group decisions are delivered.
- The Group will meet at least four times a year to take forward actions identified by the TSI Steering Group.
- Ensure their meetings are minuted, decisions and recommendations recorded.

## **2.3.3. GLASGOW THIRD SECTOR INTERFACE – Operations Group**

2.3.3.1. The Glasgow Third Sector Interface will establish a joint operations group of the senior managers or appropriate officers of each of GSEN, GCVS and VG

2.3.3.2. The TSI Operations Group will

- Meet as frequently as needed.
- Provide practical solutions and actions to ensure that the TSI collaboration is delivering on its strategic objectives, including the establishment of ad-hoc or short-life Partnership thematic, issues-based, service development or initiative working groups.
- Identify areas of development or opportunities to better meet the needs of the city.
- Ensure that meetings are minuted and circulated to the Chief Officers.

- Report to the Chief Officers' Group via an Action Log.

### **3. WORKING TOGETHER**

3.1. This agreement is made on the basis that any collaborative gains from working together will only accrue in an environment of trust. Partners agree to treat each other with mutual respect and to conduct business with equal respect, openness, honesty and transparency. Partners agree to value each other's knowledge, expertise and skills.

#### **3.2. Collaboration**

3.2.1. Effective joint work across organisational boundaries will deliver collaborative gain through better services to stakeholders and greater efficiencies in each organisation.

3.2.2. Benefits are anticipated in all four areas of work to be delivered:

- supporting and developing a strong third sector
- social enterprise development
- volunteering development
- building the third sector relationship with community planning partners.

3.2.3. Expected Benefits and efficiencies include:

- increased positive impact on shared objectives and outcomes for the benefit of the city
- shared information, intelligence and expertise
- greater cross-referral and joined-up working
- more seamless services for clients
- more effective representation of the Third Sector
- greater opportunities to effectively influence public policy
- more efficient use of resources through development of shared services
- increased opportunities to attract new contracts and funding
- shared learning
- a single interface for statutory partners with the Third Sector

3.2.4. Any identified collaborative gain provision that is intended to be supported via the shared resource of the TSI must meet the strategic objectives outlined within the TSI Framework

3.2.5. Each Partner agrees to share knowledge and intelligence that may be of benefit to the Glasgow TSI or the wider third sector.

3.2.6. Each Partner has both current and potential stakeholders in common. These may include Third Sector organisations, volunteers, and public and business sector. Each party agrees to be proactive in signposting customers to the services of each other.

3.2.7. Each Partner agrees to deliver work collaboratively wherever possible and to be proactive in developing new areas of work in collaboration with partners that meet the common standards of the TSI workplan.

#### **3.3. Best and Added Value**



3.3.1. This agreement expects Partners at all times to achieve best value for the public pound. This will include avoiding duplication of work and proactively identifying areas of joint working both within and beyond the work purchased directly by the Scottish Government core grant.

3.3.2. Scottish Government core grant to Third Sector Interfaces is intended as an enabling resource as well as a direct delivery resource. Within this agreement, GCVS, GSEN and VG each undertakes to maximise the impact of the core Scottish Government funding by securing additional investment and services to the Third Sector in Glasgow.

#### **3.4. Core Roles and Responsibilities**

3.4.1. GCVS, GSEN and VG have distinct and complementary roles. Together they have a collective responsibility to provide a core infrastructure for the Third Sector in Glasgow. This includes responsibilities to provide some level of universal services, advice and resources to volunteers and the Third Sector in Glasgow; and the collective responsibility to advance Third Sector interests within community planning.

#### **3.5. Independence**

3.5.1. Each Partner is an independent constituted organisation accountable in the first instance to its own governing body. This agreement to collaborative working will not compromise that independence.

3.5.2. Each organisation's independent Board is ultimately responsible and accountable for the Glasgow TSI and the work completed under the Scottish Government grant.

#### **3.6. TSI Partner Boards**

3.6.1. TSI Partners are aware of the level of delegated authority for TSI decisions granted by each of the Boards to Steering Group members.

3.6.2. TSI Steering Group members are responsible for reporting to their Boards any discussions, decisions and actions taken by the TSI Steering Group and providing minutes of TSI Steering Group meetings to their Boards.

3.6.3. All members of the independent boards will have the opportunity to meet together annually to improve detailed understanding of current TSI Partnership issues, developments and achievements.

#### **3.7. Competitive Delivery**

3.7.1. There will be some areas of work, and opportunities for contracts, where more than one party may have equal expertise and interest. The Steering Group will be proactive with each other in these situations, engaging in open communication with respect for each of the TSI Parties areas of expertise and the greatest benefit for stakeholders and constituents.

3.7.2.The Partnership recognises that there may be rare occasions when individual partners are in competition with each other and recognises that openness and transparency is vital in maintaining the health of partnership.

3.7.3.The Partners should undertake to make the other parties aware of the competitive situation and acknowledge each other's legitimate business interests.

3.7.4.Each Partner should avoid contracting for or undertaking work where another Partner is clearly the identified lead for that area work.

3.7.5.The TSI Partners recognise there are times when they may compete for resources. When competitive conflicts or opportunities for collaboration are identified the partner should bring the issue to the TSI Steering Group in good time for discussion and agreement on a suitable way forward.

#### **4. Decision Making**

4.1. Where collective decisions need to be made on behalf of the Glasgow TSI; or any offers or requests are presented to the Glasgow TSI, the TSI Partners shall collectively discuss and aim for consensus, an agreed way forward and negotiate reasonable and fair approaches that will benefit Glasgow.

4.2. Decision making by the partnership on any matter will be undertaken on the principle of consensus. The chair of the Steering Group will assist the partners in arriving at consensus. Where consensus cannot be reached a vote should take place with each partner organisation having one vote. The role of chair does not have a vote.

4.3. If following a vote there is still disagreement the partnership agrees to follow the procedures stipulated below in the section entitled, "Dispute Resolution".

#### **5. DELIVERING THE SCOTTISH GOVERNMENT GRANT**

5.1. This Agreement shall come into force on the date on which signature by each of the Partners has been completed and shall continue until Scottish Government withdraws its funding of the Third Sector Interface or such date as may be agreed by the Parties in accordance with the provisions of this Agreement.

##### **5.2. TSI WORKPLAN**

5.2.1.The Glasgow TSI has an annual workplan that identifies delivery, outcomes and timelines. The Partners agree that:

5.2.2.The annual work plan is submitted to the Scottish Government to fulfil the requirements of the grant agreement

5.2.3.TSI Partners are each responsible for setting their individual goals and targets and monitoring and reporting on their progress toward reaching these.

5.2.4.TSI Partners will review progress on an on-going basis and hold each other accountable for achieving the Glasgow TSI work plan.

## 6. RESPONSIBILITIES OF PARTNERS

- 6.1. The TSI funding agreement is currently between GCVS (the “grantee”) and the Scottish Government, where the grant offer and subsequent payments are made to GCVS explicitly on the basis that the funds are provided for the use of each of the partners: each of the partners that are party to the grant agreement and to this partnership agreement have an obligation to inform the others and Government (the funder) if they are individually in breach of (or in danger of becoming in breach of) any of the clauses in the funding agreement.
- 6.2. Upon receipt from Government, a copy of the TSI grant offers will be provided by GCVS to GSEN and VG for all three partners’ explicit agreement individually to all the grant conditions before GCVS submits acceptance of the grant to Government.
- 6.3. GCVS will provide a copy of the signed partnership agreement with their acceptance of the grant offer to Government and in every future year of further funding if there are any amendments following the annual review of the partnership agreement.
- 6.4. During the term of this agreement, each of the Partners are responsible for:
  - 6.4.1. liaising with and reporting to Scottish Government and shall ensure that Scottish Government is provided with a suitable contact point within each partner to which all matters relating to the provision of the Glasgow TSI
  - 6.4.2. performing on time, in a diligent manner, its obligations under the Grant Agreement (in accordance with the standards specified therein)
  - 6.4.3. ensuring that high standards of governance and management arrangements are adhered to at all times when delivering the Glasgow TSI
  - 6.4.4. ensuring that its obligations under the grant Agreement (where relating to the delivery of the Public Services) are performed by appropriately qualified staff (including contractors or volunteers -) with all reasonable skill and care and that the staff shall at all times act with the utmost good faith towards the Interface
  - 6.4.5. diligently adhering to all reasonable directions of the TSI Steering Group in relation to its obligations as regards to delivery of the services under the Grant Agreement
- 6.5. In case of co-operation with third parties, including contractors, delegation of part of the activities or of outsourcing, the Partner concerned shall remain solely responsible to the Glasgow TSI concerning compliance with its obligations as set out in this agreement. The Glasgow TSI shall be informed by the Partners about the subject and party of any contract concluded with a third party and co-operation with third parties including contractors shall be undertaken in accordance with the procedures set out in EU public procurement directives and domestic public procurement legislation.
- 6.6. Each Partner acknowledges that it is and shall remain liable for the consequences of any failure on the part of its staff to fulfil its responsibilities under the agreement and shall accordingly:

- 6.6.1. procure and maintain its own insurance with insurers of good repute, to cover its own liabilities and those of its staff
- 6.6.2. keep full and accurate records of all things done by its staff in relation to its responsibilities under the relevant Scottish Government Grant Agreement
- 6.6.3. take all reasonable steps to comply with all relevant statutes, laws, regulations and codes of practice relating to the services, in force from time to time.
- 6.7. The Partners shall each have responsibility for the provision of all appropriate equipment, facilities and services which are required for the proper performance of their obligations under the Scottish Government Grant Agreement.

## **7. RISK**

- 7.1. The TSI Steering Group will maintain a TSI Risk Matrix. For the purposes of this agreement, the partners will identify shared risks associated with their obligations in the TSI grant agreement and will agree appropriate assessments and action.
- 7.2. A review of the Risk Matrix will be conducted and tabled for every steering group meeting i.e. not less than twice each year. The Risk Matrix will also be a standing item at every Chief Officers Group meeting.
- 7.3. Steering Group members will provide a new TSI Risk Matrix to their individual boards whenever a change is made. Individual Partnership Boards will review and ask for adjustments to the Risk Matrix at least on an annual basis.

## **8. REPORTING**

- 8.1. During the term of this agreement, each of the Partners are responsible to:
  - 8.1.1. seek to review its impact on its stakeholders and agree to undertake reviews together to ensure a rounded picture of the impacts of the Glasgow TSI
  - 8.1.2. agree to submit reports to the TSI Steering Group using a common format for aggregation into a single document and submission to Scottish Government by the required date
  - 8.1.3. collate six-monthly reports prepared by the Partners and signed off by the Chief Executive of each Partner, showing all the activities undertaken, the outputs and outcomes achieved
  - 8.1.4. ensure rotation of responsibility for collation and submission of reports as agreed at the TSI Steering Group
  - 8.1.5. agree to work in good faith to gather and share intelligence on Third Sector organisations and volunteering in Glasgow and to collate and meet the data requirements of the Scottish Government Grant Agreement and in compliance with data protection legislation.

## **9. CONFIDENTIALITY**

- 9.1. Each Partner agrees that it shall keep confidential at all times both during and after the term of this agreement all confidential information of the other Partners which comes into its possession or within its knowledge at any time before, during or after the term of this agreement.
- 9.2. None of the Partners shall use, copy or disclose to any third party any such confidential information unless for the proper purposes of this agreement or having obtained the prior written consent of the other Partners.
- 9.3. To avoid any doubt, in maintaining confidentiality, the recipient shall take the same or greater care of the confidential information of the other Partners as it takes of its own confidential information, and in any event, not less than a reasonable standard of care.
- 9.4. Disclosure of any confidential information by any Partner to the other Parties shall not affect the ownership of such confidential information or the disclosing Partner's rights to it.
- 9.5. The provisions of this clause shall not apply to any information which the recipient can demonstrate by documentary evidence to the disclosing Partner's reasonable satisfaction:
  - 9.5.1. is in or enters the public domain except as a result of a breach of this agreement, or is properly in its possession or properly within its knowledge and at its free disposal prior to its receiving or becoming aware of the relevant confidential information;
  - 9.5.2. or is or becomes available in good faith to the recipient from a third party which is not subject to any obligation of confidence to the disclosing party;
  - 9.5.3. or was developed independently of its receiving or becoming aware of the confidential information; or the recipient is required by law to disclose to any court or relevant authority, including a request for information under Freedom of Information legislation, provided that the recipient immediately notifies and consults the disclosing Partner of any such compelled disclosure when the recipient first becomes aware of any such legal obligation to disclose.
- 9.6. Each Partner undertakes to restrict access to the confidential information of the other Partners to only those of its staff, who have a need to know, the same for the proper purposes of this Agreement and shall ensure that such members of the staff are aware of and comply with obligations.
- 9.7. This confidentiality clause shall survive the expiry or termination of this agreement for whatever reason.

## **10. FINANCIAL ARRANGEMENTS**

- 10.1. The Partners have arranged for GCVS to establish and hold a bank account, identifiable as the account for "The Glasgow Third Sector Interface", for the purpose of receiving funds under the Grant from Scottish Government and transferring such funds to each of the Partners to perform the functions of the Glasgow TSI pursuant to the Grant and in accordance with the provisions of this Agreement.

- 10.2. GCVS agrees to ensure that claim forms are submitted to Scottish Government timeously, to administer the bank account and to aim to pay the quarterly grant payment to other partners within 5 working days of its receipt from Scottish Government.
- 10.3. The TERMINATION section of this agreement outlines circumstances where a majority vote can remove a partner from the partnership. Where an instance arises that could justify termination but the partners do not necessarily believe termination is required they can instead take a decision to protect the partnership and its grant by either:
- 10.3.1. suspending a partner's payments for a set period of time until the situation has been remedied, or
- 10.3.2. moving the partner to a monthly rather than quarterly payment schedule until the situation has been remedied
- 10.4. Where Scottish Government indicate that they will withhold or refuse payment GCVS will advise partners of this as soon as possible.
- 10.5. Where TSI partners use GCVS Payroll service, GCVS agrees to use future Scottish Government grants as guarantee of payroll if the grant is not received in time to meet the payroll date.
- 10.6. Each Party shall ensure adequate internal expenditure controls are in place and shall keep and maintain for a period of 5 years after expenditure is incurred, adequate and proper records and books of account recording all receipts and expenditure or monies paid to it for delivering functions of the Glasgow TSI.
- 10.7. GSEN and VG shall, upon request by GCVS in response to any request made by the Scottish Government, provide any and all relevant financial details relevant to performance of this Agreement.
- 10.8. Each Partner shall make arrangements to afford the Scottish Ministers, their representatives, Audit Scotland and other such persons as the Scottish Ministers may reasonably specify from time to time such access to the records and books.
- 10.9. No individual Party shall, without the consent of all Parties involved, enter into any negotiation about the current agreement or an extension to the agreement, agree to any amendment to the grant agreement or waive any obligation incumbent upon Scottish Government grant Agreement.

## 11. Overall Allocation

- 11.1. The Partners agree that the overall apportionment of funds received under Grant from Scottish Government for performance shall be as follows:

Partner	Apportionment	Current Value (based on total £460,600)

GCVS	38.14..%	£175,658
GSEN	16.93..%	£78,000
Volunteer Glasgow	30.88..%	£142,236
GCVS (for GTSIN)	13.89..%	£64,000

11.2. A small remaining balance (0.16%) will be retained by GCVS for the costs associated with hosting meetings and processing payments.

11.3. The Partners agree that the overall Grant allocation to Glasgow is insufficient to meet all stakeholder demands within the scope of the current Scottish Government TSI Monitoring Framework. This is also acknowledged by Government. Partners will each be responsible for clearly articulating how their share of the Grant is used and for identifying areas of activity that must be supported by additional funding sources.

## 12. DISPUTE RESOLUTION

12.1. If any dispute shall arise between the Partners in respect of this Agreement or from this Agreement, in the first instance such disputes shall be dealt with by the TSI CEO's Group where the Partners' representatives shall use reasonable endeavours to reach an amicable and workable resolution of the matters in dispute within 14 days or an alternative mutually acceptable timescale.

12.2. If any dispute cannot be resolved by the TSI CEO's Group, then it shall be referred to the TSI Steering Group.

12.3. If any dispute cannot be resolved within 14 days by the TSI Steering Group, which should be led by the independent chair of the TSI Steering Group then it should be referred to an independent arbiter mutually agreed by all Partners and the decision reached by the independent chair or independent arbiter shall be final and binding on the Partners.

12.4. A final decision should be reached within 42 working days.

## 13. COMPLAINTS PROCEDURES

13.1. Individual partners will be responsible for responding appropriately to any complaints received for activities or services managed by a single partner. However, the following procedures will be followed in any circumstance where a complaint is received for a decision taken jointly by the partners.

### 13.2. Complaints in relation to the provision of the Glasgow Third Sector Interface

13.2.1. The Partners are committed to working in an open and accountable way that builds the trust and respect of all clients and stakeholders. This includes responding positively to complaints by putting right mistakes where the Partners can, and learning from their mistakes.

### **13.2.2. What is a complaint?**

The Partners agree that a complaint is more than purely an objection to the merits of a decision or action by the Partners, a Partner, staff of the Partners or the Management Group. A complaint is a claim of impropriety, irregularity, misconduct, poor performance or ineffectiveness. In other words, a complaint is concerned with the manner in which a decision has been made or action taken, rather than with the decision or action itself. This can include undue delay or failure to act or make decisions.

### **13.3. Complaints Process**

The Partners agree to put in place a procedure whereby if a client or stakeholder has a complaint which they consider should be dealt with in relation to the Services provided as part of the provision of the Glasgow TSI it will be dealt with as follows:

- 13.3.1. a letter setting out details of the complaint, the consequences and the remedy being sought, will require to be submitted by the complainant to the Partner with responsibility for delivery of the area that the complaint relates to;
- 13.3.2. the Partner will issue a response and an explanation within 20 working days;
- 13.3.3. if the complainant is not satisfied with this response then they can write to the independent Chair of the TSI Steering Group ask for the complaint and the response to be reviewed;
- 13.3.4. the Chair will acknowledge the complaint within five working days and respond within 20 working days. The Chair will give reasons for upholding or revising the original response and copies will be sent to the complainant and each member of the TSI Steering Group;
- 13.3.5. the complainant cannot appeal against the Chair's decision, but this does not prevent them from using other processes (such as complaining to the Glasgow Third Sector Interface's funding bodies or to the Parliamentary Ombudsman) but the Parties would like the opportunity to put matters right first themselves; and
- 13.3.6. the Chair will not consider a complaint that is the subject of legal proceedings or judged by the chairperson of the Third Sector Interface to be trivial or vexatious.

## **14. TERMINATION**

- 14.1. Without prejudice to any other rights or remedies available to the TSI Steering Group or any individual member of the Glasgow TSI, the TSI Steering Group may by majority vote of the full TSI Steering Group in favour, terminate a Party's membership of the Interface by notice in writing, on the basis that the Party:
  - 14.1.1. is in material breach of any of the terms of this agreement, the Grant Agreement and, where the breach is capable of remedy, the Partner fails to remedy such breach within 30 days of receipt of a written notice specifying the breach and requiring the same to be remedied; or



- 14.1.2. ceases to carry on its activities; becomes unable to pay its debts when they fall due; becomes insolvent or apparently insolvent; has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or undertaking; makes any composition or arrangement with its creditors; takes or suffers any similar action in consequence of debt;; an order is made or resolution passed for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); enters into liquidation whether compulsorily or voluntarily or shall suffer any analogous event; or
- 14.1.3. intentionally provides the TSI Steering Group with any false or misleading information; or
- 14.1.4. by its actions or inaction, has brought or might reasonably be expected to bring the other Partners or Glasgow TSI into disrepute.
- 14.2. The other Partners to this Agreement may consult with Scottish Government regarding the ongoing delivery of the Glasgow TSI and shall be entitled to terminate this Agreement and put in place alternative arrangements not including the affected partner.
- 14.3. A Party can withdraw from the Glasgow TSI must give one clear financial quarter notice to the remaining Partners.
- 14.4. In the event of removal or withdrawal from the Glasgow TSI, the Glasgow TSI will be liable only to pay over such proportion of the Consideration as is owed to the relevant Partner up until the point at which that Partner ceases to be a member of the Glasgow TSI. If any consideration has been paid in advance of service delivery, the relevant Partner will pay back to the Interface such proportion.
- 14.5. The remaining Partners in the Glasgow TSI will jointly agree how to deliver the remaining work plan and communicate to the Scottish Government the change.
- 14.6. Where external factors, out with the control of any of the parties to this Agreement, invoke such removal or withdrawal, then this clause is invalid and negotiation regarding delivery of the work and distribution of the consideration will be undertaken.

## **15. NO PARTNERSHIP OF AGENCY; LIMIT OF LIABILITY**

- 15.1. Nothing in this Agreement is intended to create a legal partnership of any kind among the parties, or to authorise any party to act as agent for any other. Save to the extent expressly permitted by this Agreement, no member of the Glasgow TSI will have the authority to act in the name of or, on behalf of, or otherwise to bind any other Partner.
- 15.2. The liability of the independent parties to this Agreement extends only to the proportion of the Scottish Government grant allocated to each Partner and the level of activity agreed in the TSI work plan. In the event of the removal or withdrawal of one of the Partners or in the event of non-performance by one of the Partners, that Partner shall be and remain liable for any money paid or services provided up to the date of removal or notice of non-performance.

## **16. CONFLICT OF INTEREST**

- 16.1. Due to the nature of the independence of the Partners to this Agreement and the potential for collaborative and competitive opportunities to arise, the Partners recognise there may be situations where the interests of the independent organisations may be in conflict with the interests of the Glasgow TSI. In such situations, the Partners agree to disclose their interests as soon as such a conflict is known.
- 16.2. Each Partner is responsible for identifying any potential competitive conflicts with another partner's area of activity or opportunities for bi or trilateral collaboration which may exist as part of assessing every new piece of work
- 16.3. Furthermore, the Partners agree to not exploit their professional or official capacity as a member of the Third Sector Interface in any way for their personal or organisational benefit.

## **17. ASSIGNATION**

- 17.1. No Party shall be entitled to assign any of its rights or obligations under this Agreement without the prior consent of the other Parties.

## **18. VARIATION**

- 18.1. This Agreement may be amended at any time by written agreement of all of the Partners. No variation to this Agreement shall be effective unless in writing and signed by a duly authorised officer of each of the Partners. Any amendment would form the subject of an additional clause to this Agreement.

## **19. AGREEMENT**

- 19.1. This Agreement, including the Glasgow Third Sector work and subsequently the TSI Work Plan and Agreed Resource Allocation constitutes the entire agreement and understanding among the Partners in respect of the matters dealt within it and supersedes any previous agreement among the Partners or any of them relating to such matters.
- 19.2. Each of the Partners acknowledges and agrees that in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 19.3. Each Partner shall be responsible for its own costs and expenses in relation to the negotiation, preparation, and execution and carrying into effect of this Agreement.
- 19.4. This Agreement shall be governed by and construed in accordance with Scots law and each Party agrees to submit to the exclusive jurisdiction of the Scottish courts any claim or matter arising under or in connection with this Agreement, the Contracts or any other legal relationships established by this Agreement.

Date: 10 October 2020