

DRAFT COOPERATION AGREEMENT

between

THE SCOTTISH GOVERNMENT

and

THE SCOTTISH GREEN PARTY PARLIAMENTARY GROUP

1. In this agreement, the Scottish Government and the Scottish Green Party parliamentary group (“the Green Group”) commit to work together to provide effective and responsible leadership for Scotland for this session of the Scottish Parliament, in the interests of Scotland, of the people who live in Scotland, and of future generations.
2. Recalling the principles on which the Scottish Parliament was established, the Scottish Government is committed to a constructive relationship with parties across the Parliament. The Scottish Government and the Green Group believe that concluding this agreement provides opportunities to address the challenges that we face, including the crises in our climate and our natural world, our recovery from the Covid pandemic, the building of a more equal and inclusive society, and accelerating Scotland’s journey towards democratic renewal and independence in Europe.
3. The cornerstone of this agreement, and of delivering effective and responsible leadership over this Parliament, is mutual trust and good faith. There is already much that the Government and the Scottish Green Party agree upon about the future we want for our country. We both want a country that is characterised by fairness and equality for all; a country that harnesses and develops our economic strengths to provide fair employment for our citizens while respecting the world’s natural resources and environment so that future generations are not disadvantaged. We want our young people to thrive and to have all the skills necessary to lead fulfilling lives. And we both want a country that provides support to those who need it so they can live in dignity. We see Scotland’s future as an independent nation in its own right that contributes internationally as a respected and trusted partner.
4. This agreement protects our ability to maintain our own principles and to maintain distinctive voices in Scotland, while working together. We believe that we can work together in Scotland’s interests, yet differ on certain matters constructively and respectfully.

5. The Scottish Government and Scottish Green Party are committed to doing politics better. This agreement establishes processes for building trust and guaranteeing good faith, and sets out how the Scottish Government and the Green Group will work together, collaborating and sharing responsibility to deliver an ambitious programme for Scotland.

A. Working together

6. The Scottish Government and the Green Group commit to working together in a constructive and collaborative way, without entering into coalition, throughout this Parliamentary session. In particular, this agreement:

6.1 commits the Scottish Government and the Green Group to **delivering the shared programme**, set out in the document *Working together to build a greener, fairer, independent Scotland*. See Section B.

6.2 sets out the arrangements designed to allow the Scottish Government and the Green Group to seek to achieve maximum **cooperation and collaboration** on the broadest range of the Government's responsibilities. See Section C.

6.3 recognises that there will be a limited number of defined matters **excluded from this agreement**. See Section D.

B. Delivery of the shared programme

Working together to build a greener, fairer, independent Scotland

7. The Scottish Government and the Green Group have a joint responsibility to commit to deliver a shared programme, set out in the document, *Working together to build a greener, fairer, independent Scotland*. The Green Group may designate leads for each policy area within the programme.

8. This programme may develop during this session of the Scottish Parliament, including through expanding its scope and the policies it contains. Proposals for amendments may be made by either the Scottish Government or the Green Group.

9. The Scottish Government commits to consultation and collaboration with the Green Group on the implementation of those aspects of the shared programme where delivery does not depend on legislation, including on key strategies such as the second Strategic Transport Projects Review.

10. The Scottish Government will recognise the role of this agreement in the delivery of *Working together to build a greener, fairer, independent Scotland*, including by identifying in publications and in media statements where a policy or action delivers part of the shared programme, by involving a Minister who is a Green MSP in the communication of any such policy or action, and by committing to informing the Green Group in advance on the implementation of any such policy or action.

C. Cooperation and collaboration

11. This section sets out arrangements for cooperation and collaboration between the Scottish Government and the Green Group.

12. The purpose of these arrangements is to give the Green Group confidence about the delivery of the shared programme, and to set out arrangements that will enable the Government and Green Group to work together constructively on all other matters not excluded from this agreement.

Policy and legislation

13. The Scottish Government commits to consult the Green Group on its Programmes for Government.

14. The Scottish Government commits to consult the Green Group on its legislative programme.

15. The purpose of this is to give the Green Group confidence about the delivery of the shared programme, to provide early notice of other proposals for policy and legislation, to allow those proposals to be discussed by the Scottish Government and the Green Group, and to give the Green Group the opportunity to comment on and influence the direction and content of Programmes for Government and the legislative programme.

16. The use of these channels of cooperation, the processes for oversight in Section E, and the other elements of this agreement will enable the production of a legislative programme that both the Scottish Government and the Green Group will support, including in votes on Bills, on amendments to Bills, on secondary legislation, and on matters of legislative consent, except where legislation relates to an excluded matter.

17. The Scottish Government is not required to support any Members' Bills introduced by Green MSPs, though they commit, through these channels of cooperation and recognising that a Minister who is a Green MSP will be a member of the Cabinet Sub-Committee on Legislation, to consider in good faith any draft proposal for a Members' Bill introduced by a Green MSP. The Green Group agrees

to give the Scottish Government early notice of any draft proposal for a Members' Bills proposed to be introduced by a Green MSP.

18. The Scottish Government commits to consult the Green Group on any Bill introduced outwith the legislative programme (for example, emergency Bills), and the Green Group, through these channels of cooperation and recognising that a Minister who is a Green MSP will be a member of the Cabinet Sub-Committee on Legislation, will consider in good faith whether to support these Bills on a case-by-case basis.

19. Through these channels of cooperation, and recognising that a Minister who is a Green MSP will be a member of the Cabinet Sub-Committee on Legislation, the Scottish Government commits to consult the Green Group on any Bill where the Scottish Cabinet is to consider whether Scottish Ministers should have a free vote. Where Cabinet decides to give Scottish Ministers a free vote, the Green Group will consider its position on these Bills on a case-by-case basis.

Other parliamentary business

20. The Scottish Government and the Green Group commit to a 'no surprises' approach to business in Parliament. This means consulting each other on proposals for parliamentary business, including on motions for debate and amendments to motions.

21. The Scottish Government and the Green Group commit to working together in a constructive and collaborative way to formulate an agreed position on such motions and amendments, except where they relate to an excluded matter.

D. Excluded matters

22. The Scottish Government and the Green Group agree that a number of matters are excluded from the scope of this agreement, including matters on which they agree to differ. Those matters are set out in the annex to this agreement, which may be amended, exceptionally, under the process set out in section F.

E. Shared oversight of this agreement

23. The Scottish Government and the Green Group recognise the need for this agreement to be underpinned by mutual respect, transparency and candour.

24. Therefore, to ensure the delivery of effective and responsible leadership and to promote collaboration, constructive working and agreement, a range of mechanisms for coordination and consultation between the Scottish Government and the Green Group will be established.

25. Scottish Ministers will make themselves available regularly to discuss with Green MSPs matters within their ministerial portfolios.
26. The Minister for Parliamentary Business will meet the Business Manager of the Green Group every week while Parliament is sitting.
27. The Deputy First Minister will meet nominated representatives from the Green Group every other week while Parliament is sitting, to oversee the operation of this agreement.
28. The First Minister will nominate two Green MSPs for appointment as Ministers.
29. One of these Ministers will be a member of the Cabinet Sub-Committee on Legislation.
30. A Cabinet Sub-Committee on the Climate Emergency will be established to provide cross-Government leadership and coordination of efforts to tackle climate change. The other Minister will be a member of this Cabinet Sub-Committee.
31. These Ministers will receive Cabinet papers relevant to their portfolios, and be invited to attend Cabinet as appropriate, when matters within their portfolios are discussed.
32. At least twice a year, the First Minister will invite the Co-Leaders of the Scottish Green Party to attend Cabinet. Where the Co-Leaders of the Scottish Green Party are unable to attend, other members of the Green Group may, with the prior agreement of the First Minister, attend instead.

F. Raising and resolving concerns

33. Where a concern arises about the operation of this agreement, the Scottish Government and the Green Group agree to raise it with each other in confidence and as early as possible. The Scottish Government and the Green Group agree to seek to resolve any concerns in good faith, in line with the principles set out in this agreement, and in the interests of Scotland.
34. Concerns will be escalated, as required, including ultimately to be resolved by the First Minister and Deputy First Minister and the Co-Leaders of the Scottish Green Party. The First Minister and Deputy First Minister and the Co-Leaders of the Scottish Green Party may agree action to resolve the concern. That action may include, exceptionally, an agreement that a matter is something where the Scottish Government and Green Group agree to differ, and should be added to the list of excluded matters.

35. Where a concern arises about any matter outwith the scope of this agreement, the Scottish Government and the Green Group agree to raise it as early as possible with each other on a 'no surprises' basis.

G. Confidence and supply

Confidence

36. The Green Group agrees to support the Scottish Government in votes of confidence.

Budgets

37. The Scottish Government commits to consultation and collaboration with the Green Group throughout the development and scrutiny of all stages of the annual budget process.

38. On the basis that the above commitment will result in appropriate funding for the shared policy programme and influence on other budgetary matters, the Green Group agrees to support the Scottish Government in matters of supply, including all matters relating to the Budget and on Scottish Rate Resolutions.

H. Ministers

Appointment of Ministers

39. The First Minister, after consultation with the Co-Leaders of the Scottish Green Party, will nominate two MSPs from the Scottish Green Party to be Ministers.

40. The First Minister, after consultation with the Co-Leaders of the Scottish Green Party, will appoint two special advisers. These special advisers will be given the responsibility of supporting these Ministers in their work and supporting the wider delivery of the shared programme.

41. The First Minister commits to consulting with the Co-Leaders of the Scottish Green Party before making any alterations to the responsibilities of these ministerial offices or making any new appointments to these ministerial offices.

Collective responsibility

42. The Scottish Ministerial Code will apply to these Ministers by virtue of their appointment to ministerial office.

43. The Scottish Government operates on the basis of collective responsibility. This means that all decisions reached by the Scottish Ministers, individually or collectively, are binding on all members of the Government. The principle of

collective responsibility, save where it is explicitly set aside, applies to all Ministers. It requires consultation and discussion among Ministers to provide the opportunity for them to express their views frankly as decisions are reached, and to ensure the support of all Ministers. It means that the opinions expressed and advice offered within Government remain private. It recognises that where a particular issue requires two or more Ministers and their officials to work together, or where a matter falling within the portfolio of one Minister needs to be considered collectively, the Cabinet may decide to establish a Cabinet sub-committee, which may include both Cabinet members and other Scottish Ministers.

44. These Ministers will, as a consequence of the agreed processes for cooperation and collaboration as set out in section C, observe the principle of collective responsibility, except in respect of excluded matters. Where commenting on a matter where the principle of collective responsibility does not apply, these Ministers must make clear that they are not commenting on behalf of the Scottish Government.

I. Confidentiality

45. Where papers or briefings are provided by the Scottish Government to the Green Group for the purposes of this agreement, or where the Green Group is consulted on policy, legislation or budgets under this agreement, all such papers, briefings and consultation should be treated as confidential, unless otherwise agreed.

46. The Scottish Government commits to respect the confidentiality of papers and responses provided by the Green Group.

47. Both parties recognise that the Scottish Government may be required to disclose information under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004.

J. Duration of this agreement

48. The Scottish Government and the Green Group intend this agreement to last for this session of the Scottish Parliament.

49. Either the First Minister or the Co-Leaders of the Scottish Green Party may bring this agreement to an end earlier by giving the other written notice to that effect.

SIGNED BY

FM, DFM for the SCOTTISH GOVERNMENT

CO-LEADERS for the SCOTTISH GREEN PARTY

Annex

1. The Scottish Government and the Green Group will remain distinctive voices in Scotland and in the Scottish Parliament. While working together to deliver the shared programme and collaborating and cooperating on the other matters as set out in this Agreement, there are a limited number of matters we have agreed to exclude from this Agreement. These include matters where maintaining the Scottish Government and Green Group's principles requires them to agree to differ.
2. The Scottish Government and the Green Group nevertheless believe that respectful and constructive dialogue on these matters is possible, and will be necessary if the spirit of mutual trust and good faith that underpins this agreement is to be maintained.
3. This Annex sets out those matters excluded from this Agreement, noting where the Scottish Government and Green Group have agreed to differ, meaning that **in these areas the Scottish Government will have sole responsibility for the development of policy.**
4. Section F of this Agreement (raising and resolving concerns) sets out the process for adding to the list of excluded matters.

Excluded matters

5. While we share an ambition that Scotland should be a wellbeing economy that measures its success by reference to environmental and social objectives as well as economic objectives, **the role of Gross Domestic Product measurements, and economic principles related to concepts of sustainable growth and inclusive growth,** are excluded from this agreement.
6. Recognising that an agreement to collaborate and cooperation on budgets and matters of supply does not prevent us from having different visions for the long-term future of Scotland's economy and on support for certain sectors, **aviation policy** (except in respect of island aviation connectivity and Highlands and Islands Airports Limited), **the future of green ports,** and **direct financial support to businesses involved in the aerospace, defence and security sectors** are excluded from this agreement.
7. Recognising that while we share the ambition that Scotland should be a good global citizen, contributing constructively on global challenges, and that we both support an expansion of Scotland's presence on the international stage, our approaches to international relations are not aligned, **international relations** are excluded from this agreement, except to the extent they are addressed in the shared programme. And while we both believe that Scotland should be an independent, outward-looking country, playing a full part in an inclusive, rules-based international

system, as we have different views on the North Atlantic Treaty Organisation (NATO) commitment to **membership of NATO following independence** is excluded from this agreement.

8. While we have been able to agree significant areas for priority action in species protection, **field sports** are excluded from this agreement, except to the extent they are addressed in the shared programme.

9. While we agree that support should be provided to women selling sex, including healthcare support, **the legal status and regulation of selling sex** is excluded from this agreement.

10. While we have agreed to work together to take forward a programme of education reform, **private fee-paying independent schools** are excluded from this agreement.