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Kate Wimpres
Convener
Citizens' Assembly of Scotland
PO Box 24147
EDINBURGH
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12th December 2019

Personal

Dear Kate,

Offer of Amendment to terms of Appointment as Convener of the Citizens' Assembly of Scotland

We recently discussed arrangements for convening the Citizen's Assembly of Scotland following the resignation of your co-Convener, David Martin, for personal reasons.

I am delighted that you have decided to continue as sole Convener and to increase your time commitment to the work of the Assembly. You intend to devote up to 10 days a month to this role, and will continue to work closely with the Stewarding Group and the Secretariat to guide the Assembly through the remainder of its work.

I attached revised terms and conditions of appointment to reflect these agreed changes. In particular, clause 6.1 of the attached Annex reflects the increased time commitment you agreed to.

I should be grateful if you would confirm in writing your acceptance of the revised terms by signing and dating the box provided on the final page of **Annex A**. Please note that this letter and attached Annex A supercede the terms you previously agreed to under offer letter dated 31 July 2019, and will take immediate effect.

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I look forward to meeting you in the near future to hear about the progress of the Assembly's work, and my thanks again for your commitment to this vital role.

Yours sincerely,



MICHAEL RUSSELL

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TERMS and CONDITIONS OF APPOINTMENT

1 Status

- 1.1 You are appointed as Convener of the Citizens' Assembly of Scotland ("the Assembly"). In these terms and conditions, except where stated, "you" and related expressions refer to the holder of that role.
- 1.2 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.
- 1.3 The terms and conditions in this Annex ("the terms") are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

2 Interpretation

- 2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.
- 2.2 Where relevant, statutory terms, conditions and other requirements of office also apply to you.

3 Functions

- 3.1 The main functions of the Assembly and the principles of the Assembly are set out in its remit and terms of reference.
- 3.2 You must work positively and respectfully with the Secretariat and with any advisers appointed to assist the Assembly, to ensure timeous delivery of the Assembly's remit and to undertake all work associated with delivery of these functions as may be required from time to time. You must have regard to the principles of the Assembly in discharging all your duties as Convener.
- 3.3 As Convener of the Assembly you will be responsible for:
 - **stewarding** the Assembly by overseeing its design and development in order that the Assembly delivers its remit timeously and effectively,
 - **convening** meetings of the Assembly, by hosting them, contributing to them, and ensuring that meetings of the Assembly are conducted in line with the principles of the Assembly, and
 - **representing** the Assembly, in the media and in public, and speaking on its behalf.
- 3.4 As Convener of the Assembly you must, work with the Secretariat:
 - To ensure that appropriate arrangements are in place for the conduct and welfare of Assembly members, including through policies designed to protect them from harassment and discrimination, as well as by establishing a code of conduct for Assembly members,

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- To ensure that the Assembly produces its final report containing its recommendations, in accordance with its remit and terms of reference, by 31 May 2020, and
- by that date, submit that report to the Scottish Ministers for them to lay before the Scottish Parliament.

4 Accountability

4.1 You must act within and in accordance with the remit of the Assembly and the terms of this appointment. You will receive advice and support on this from the Secretariat and from any independent advisers you may appoint to assist the Assembly.

5 Period of Appointment

5.1 You are entitled to be Convener of the Assembly from 5 August 2019 until 30 September 2020, inclusive, by which time the Assembly is expected to have produced its final report and wound up its activities, or to such later date as may be agreed with Scottish Ministers, or such earlier date as is specified by virtue of clause 5.2 or to your date of resignation or removal, whichever date comes first. You vacate your role when your role ends, whatever the reason. You should not expect any further period of appointment when this appointment ends.

5.2 If a future administration decides on a change of policy on how the Assembly should operate and considers that an alternative convener should be appointed, your role ends on such earlier date as the Scottish Ministers may, by one month's written notice, specify.

5.3 You may resign from this role by giving three months' written notice to the Scottish Ministers.

6 Time Commitment

6.1 In addition to attendance at meetings of the Assembly (the Assembly will meet 6 times in the period October 2019 to April 2020), you will devote up to 10 days per month, as and when required, to the exercise of your functions as Convener of the Assembly.

7 Remuneration

7.1 You will be paid a daily fee of £300 for each day of not less than 7.5 hours (excluding lunch breaks) you devote to the exercise of your functions under this appointment, pro rata.

7.2 You are not entitled to a pension in relation to your appointment. You are not entitled to any gratuity, allowance or compensation when your role ends whatever the reason.

7.3 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made.

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8 Expenses

- 8.1 You are entitled to be reimbursed for necessary or expedient expenses in relation to the exercise of your functions under this appointment.
- 8.2 Reimbursement will be at the Scottish Government's agreed rates, which may be amended from time to time. Claims for expenses will be managed by the Assembly Secretariat, who will familiarise you with the [Scottish Government's Travel Management policy on air and rail travel](#).

9 Removal from Office

- 9.1 The Scottish Ministers may, by one month's written notice, terminate your appointment if they are satisfied that you:
- Have become an undischarged bankrupt;
 - have, without reasonable excuse, been absent from 2 meetings of the Assembly;
 - are unable to perform the functions of Convener; or
 - are unsuitable to continue as Convener.

10 Changes to the Terms

- 10.1 The Scottish Ministers may notify you of any proposed change to the terms which they deem necessary or expedient, by giving you one month's written notice of the proposed change. In the event you refuse or are unwilling to accept the proposed change, you will be given one month's written notice of the termination of your appointment.

11 Conduct

- 11.1 You will observe the following principles of public life:
- **Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body of which you are a member and in accordance with the core functions and duties of that body.
 - **Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.
 - **Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.
 - **Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the public body when carrying out public business including making

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appointments, awarding contracts or recommending individuals for rewards and benefits.

- **Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body uses its resources prudently and in accordance with the law.
- **Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.
- **Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.
- **Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the public body and its members in conducting public business.
- **Respect** You must respect fellow members of your public body and employees of the body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of your public body.

11.3 You will not accept gifts, hospitality and entertainment in performing your functions and in consequence of your role (unless wholly trivial and of minimal value) and will report any such offers to the Secretary to the Assembly.

12 Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

13 Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your role ends (whatever the reason) you will continue to owe a duty of confidentiality in relation to information of a confidential nature to which you had access during your role.

13.3 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your role, or used it for personal gain or advancement.

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14 Conflicts of Interest

- 14.1 You will not take part in activities which conflict with the interests of the Assembly and, in particular, you must not misuse your role, or any information acquired in the course of your role, to further your private interests or those of others.
- 14.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Assembly you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Assembly.
- 14.3 You will not participate in any discussion or determination by the Assembly of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Secretary to the Assembly.

15 Political Activity

- 15.1 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other office, role, position or interest means that it is not appropriate for you to remain in your role.

I accept appointment as Convener of the Citizens' Assembly of Scotland under the terms set out in Annex A.

Signature:

Date:

Full name (in block capitals):

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