



E: scottish.ministers@scotland.gsi.gov.uk

Personal

31 March 2022

Dear

Invitation to Accept Appointment as a co-chair of the Interim Governance Group to Develop National Anti-Racist Infrastructure

I am writing to invite you to accept appointment as co-chair of the Interim Governance Group on Anti-Racist Infrastructure in Scotland (“the Group”). This appointment will commence on 30 March 2022 and will end on 31 March 2023 and is subject to you satisfying the terms and conditions of appointment, as outlined in **Annex A** to this letter.

The aim of this group is to provide advice and scrutiny, independent of Scottish Ministers, on the progress of the Race Equality: Immediate Priorities plan and wider infrastructure development to tackle racism by the Scottish Government, along with the development of a longer term governance and data collection model. We aim to bring together expertise from public health, academia, social work and the private sector, along with members of Scotland’s minority ethnic communities in order to do this.

As I am sure you will appreciate, this group has critical role to play in helping deliver the objectives set by the Scottish Ministers as outlined in the Terms of Reference for the Group, included in **Annex B** to this letter. Your duties on the Group are as authorised in **Annex A**.

For the avoidance of any doubt, this invitation is made on the basis that your appointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

Appointment to this group is conditional upon receiving a basic disclosure from Disclosure Scotland, the fee for which will be refunded by Scottish Government.

I should be grateful if you would confirm in writing your willingness to accept this appointment on the above terms by signing and dating the box provided on the final page of **Annex A** and return it to:

[redacted]

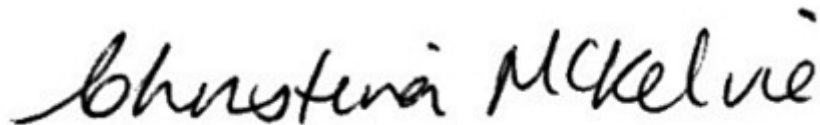
Race Equality Programmes Manager
Scottish Government
3F North
Victoria Quay
Edinburgh
EH6 6QQ

If you have any questions, please contact [redacted] on [redacted] or at [redacted]

If you accept appointment, the Group Secretariat will be in contact about arrangements and the timing of your first group meeting.

I am grateful for the commitment to public service that you have shown in applying for this appointment. If you accept, as very much I hope you will, I trust that you will find it both interesting and rewarding.

Yours sincerely



Christina McKelvie MSP

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See www.lobbying.scot

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www.gov.scot



**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE
TERMS AND CONDITIONS OF APPOINTMENT**

1. Status

1.1 Subject to Clause 1.2 you are appointed as co-chair of the Interim Governance Group on Anti-Racist Infrastructure in Scotland (“the Group”). In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are one of a number of appointees that constitute the Group.

1.4 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.

1.5 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. The Terms

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 your role also apply to you.

3. Functions

3.1 The main functions (including powers and duties) of the Group are those set out in the Group’s Terms of Reference, which are attached at **Annex B**. These terms of reference are subject to final agreement at the first Group meeting on 30 March.

3.2 You will provide active, healthy and effective leadership, direction, support and guidance to ensure that the Group delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers as outlines in the Group’s Terms of Reference.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken.

3.4 Together with other members of the Group, you are responsible for ensuring that the Group has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by staff of the Group and members; and for ensuring that the Group’s staff and members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

3.5 Specific functions may vary but, unless otherwise agreed, you will:

CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE

TERMS AND CONDITIONS OF APPOINTMENT

- prepare for, attend and positively contribute towards meetings of the Group and its committees;
- attend other meetings and seminars on behalf of the Group (as required);
- assist in the development, approval and monitoring of the Group's corporate plans which demonstrate how the Group contributes to National Outcomes; Health, Education, Communities, Poverty, Human Rights, and Fair Work and Business
- participate in reference groups, discussion forums and open meetings (as required);
- provide independent oversight and scrutiny of progress against the actions in the Immediate Priorities Plan (IPP) for Race Equality in Scotland;
- provide scrutiny and advice on the work to establish a programme of systemic change and anti-racist governance structures.
- consider, gather evidence, and propose the model to support the establishment of an independent observatory;
- support and advise on the transition to a permanent governance body to oversee anti-racism in the Scottish Government;
- provide advice and feedback to Scottish Ministers.
- provide effective leadership to the Group, including co-chairing meetings and fostering sound decision-making and full participation by other Group members in the exercise of their functions and in the work of the Group;
- carry out other tasks that may reasonably be required.

4. Relationship with the Scottish Government

4.1 The Scottish Government will provide secretariat support to the Group and other administrative, analytical, digital and communications support as required.

4.2 You will work closely with the secretariat for the Group ("the secretariat") and with other civil servants as required. The secretariat is responsible for managing, monitoring and allocating funds associated with the administration of the Group and/or the discharge of its functions.

4.3 In discharging your functions, you may:

- Seek the support of the secretariat to prepare information, papers, data and analysis;
- Correspond and/or hold regular meetings with the secretariat.

But you must not:

- Ask the secretariat or other civil servants to do anything that is inconsistent with the Civil Service Code;
- Behave towards civil servants in a way which would be inconsistent with the standards set by the Scottish Government for conduct generally;
- Authorise the expenditure of public funds, have responsibility for budgets, or any involvement in the award of external contracts.

5. Accountability

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE
TERMS AND CONDITIONS OF APPOINTMENT**

5.1 You must act within and in accordance with the Terms of Reference for the Group. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Group to the Scottish Ministers for the actions and decisions of the Group.

6. Period of Appointment

6.1 You are appointed from 17 March 2022 to 30 May 2023 (inclusive) or to such earlier date as is specified in or by virtue of clause 6.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

6.2 If the Group is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Group is dissolved, abolished or wound up, or such other date as may be specified in any enactment.

6.3 If any other change is made to the Group which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one month's written notice, specify.

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

6.5 You may resign your appointment by giving one month's written notice to the Scottish Ministers.

7. Time Commitment

7.1 You will devote up to 2 days per month of no less than 7.5 hours (excluding meal breaks) to performing your functions as co-chair as and when required. You will attend meetings of the Group regularly, and will contribute fully at these and to performing your other functions.

8. Remuneration

8.1 You are entitled to receive from the Scottish Ministers a fee of £300 for every day of not less than 7.5 hours (excluding meal breaks) devoted to performing your functions (as required or requested by the Group) on a pro rata basis, up to a maximum total fee of £7,200 per financial year.

8.2 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason).

8.3 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE
TERMS AND CONDITIONS OF APPOINTMENT**

9. Expenses

9.1 You are entitled to be reimbursed by the Scottish Ministers for expenses that appear to the Scottish Government to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and any other liabilities in relation to expenses.

9.2 Reimbursement will be at the Scottish Ministers' agreed rates, which are set centrally by the Scottish Ministers and may be reviewed periodically. A copy of these rates may be obtained by the Secretariat on request.

10. Termination of Appointment

10.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;
- have had your estate sequestrated or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Group otherwise than for a reason approved by the Scottish Ministers;
- are unable or unfit to discharge your functions of appointment or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily;

11. Changes to the Terms

11.1 The Scottish Ministers may, by one month's notice, change the terms, including relevant fees.

12. Conduct

12.1 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 Group of which you are a member and in accordance with the core functions and duties of that Group.

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.

CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE
TERMS AND CONDITIONS OF APPOINTMENT

Objectivity You must make decisions solely on merit and in a way that is consistent with the functions of the Group when carrying out public business including making 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 Group 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 Group and its members in conducting public business.

Respect You must respect fellow members of the Group and employees of the Scottish Government 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 the Group.

- 12.2 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the secretariat of the Group.

13. Liability

13.1 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.

14. Confidentiality

14.1 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.

- 14.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Group and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE
TERMS AND CONDITIONS OF APPOINTMENT**

14.3 Further to clause 9 above, you may be considered unfit to be co-Chair and removed from your role 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 appointment, or used it for personal gain or advancement.

15. Intellectual property rights

15.1 “Intellectual Property Rights” includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Group, for use in relation to the performance by you or in connection with your appointment.

15.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 17 March 2022 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

15.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as co-chair which the Scottish Ministers reasonably require.

16. Conflicts of Interest

16.1 You will not take part in activities which conflict with the interests of the Group or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

16.2 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 Group, 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 Group secretariat.

16.3 You will not participate in any discussion or determination by the Group 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 Group secretariat.

17. Outside Activity

17.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL ANTI-RACIST INFRASTRUCTURE
TERMS AND CONDITIONS OF APPOINTMENT**

I accept appointment as co-Chair of the Interim Governance Group to Develop National Anti-Racist Infrastructure on the terms set out in Annex A.

Signature:

Date:

Full name (in block capitals):

ANNEX B

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL
ANTI-RACIST INFRASTRUCTURE
TERMS OF REFERENCE**

Background

1. Following the end of our last multi-year race equality plan, and in accordance with the recommendations of the Expert Reference Group on COVID-19 and Ethnicity, the Scottish Government is undergoing a review of its policy with regard to “race equality” and anti-racism.
2. We are currently in an interim period running to March 2023. During this period, work is being undertaken to design new, multi-year anti-racist work to commence in 2023. In order to maintain momentum delivering positive outcomes for minority ethnic people in Scotland, we are also delivering an Immediate Priorities Plan (IPP) of key objectives during the interim period.
3. The IPP is based around delivering on the recommendations of the Expert Reference Group on COVID-19 and Ethnicity. [Recommendation 7](#) was to set up external governance to review race equality work, and the formation of an observatory:

Recommendation 7: Accountability - Independent Oversight

A key recommendation is to establish a more effective accountability and governance infrastructure in Scotland. Too often recommendations have been made on racism and minority ethnic “issues” that have subsequently been forgotten and not implemented. They may then be raised again by other Groups without reference to what has been asked before. This absence of institutional memory within the current system and structures is frustrating, disempowering and can be understood as a mechanism by which systemic discrimination occurs.

The proposal is that a new infrastructure, building on what exists already, should embed four elements

- *An Observatory which brings together quantitative and qualitative data on ethnic and racial inequalities in Scotland. This should not only include epidemiological data but also cultural, historical and other socio political and economic factors.*
- *A repository which holds historical and current evidence from a range of different sources to maintain awareness and inform actions.*
- *Collaboration that reflects the consensus between the Scottish Government and all other relevant stakeholders that Scotland needs to better engage with the experiences of those racialised in society.*
- *Co-production processes led by those who are most affected by its outcomes.*

4. We will do this in stages, beginning with this interim governance group, which aims to deliver our commitment to have external oversight of our work going forward and provide support for our new strategy. It will culminate in establishing a permanent external oversight and governance body for our long-term anti-racist work, beginning after the close of the IPP in 2023.

ANNEX B

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL
ANTI-RACIST INFRASTRUCTURE
TERMS OF REFERENCE**

Purpose/Remit

5. The interim governance body's remit is to:
- provide independent oversight and to hold SG accountable for progress against the actions in the Immediate Priorities Plan (IPP);
 - provide scrutiny and advice on the work to establish a programme of systemic change on race equality;
 - consider, gather evidence, and propose the model to support the establishment of an independent observatory;
 - support and advise on the transition to a permanent governance body; and
 - provide advice and feedback to Scottish Ministers.

Period of operation

6. The interim governance body will first meet in April 2022, subject to the availability of prospective members, and there will be two meetings per quarter (see points 14-15). It would then remain in place for at least a year and until its remit is fulfilled; and a permanent race equality governance body is established and functioning.

Principles guiding operation & membership

7. The group is independent and will provide advice directly to Scottish Ministers and the Scottish Government, who will be responsible for following up on this advice and implementing any associated work.

8. The group has no statutory powers, however its scrutiny of government processes and delivery will inform Scottish Ministers' decision-making regarding the future of anti-racist policy. As such it will have the authority to commission research, reach out to other experts as needed, and pursue clarity and accountability across Scottish Government delivery (this will include Ministers, Ministerial officers and senior civil servants).

9. The Terms of Reference, a high-level workplan, a concluding report, and minutes of meetings will be published. The Group retains an option to make other documentation and resources public where appropriate.

10. The Group is not established on a statutory basis. It is therefore not subject to the formal public appointments process and the requirements of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland. Members are appointed by Scottish Ministers, taking into account the views of the co-chairs.

11. Participation in the Group will be remunerated (see Remuneration, below).

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL
ANTI-RACIST INFRASTRUCTURE
TERMS OF REFERENCE**

12. Meetings will be attended by named members, and support workers if required, only. Substitutes will usually not be accepted, apart from by prior agreement with the co-chairs.
13. Additional expertise may be sought to engage in specific elements of the Group's work, however they will not be full members. Their participation will be made public via published minutes.
14. Decision making will be as far as possible by consensus, or by majority if consensus is not reached. An attendance of 75% will be considered quorate.
15. Members will agree to abide by the following Group norms:
- Attend the majority of meetings;
 - observe good time-keeping;
 - preserve the privacy of those with lived experience;
 - take individual responsibility for engaging and completing tasks delegated to them;
 - commit to fully engaging in the Group's activities and proactively participating in delivery;
 - switch off phones and electronic devices during meetings, apart from those being used for note taking etc; and
 - meetings will take place virtually or in accessible locations. If members are able to offer suitable accommodation within their own organisations this would be appreciated. Although the Group is independent, suitable Scottish Government accommodation may be used if other accommodation is not available.
16. As far as possible, membership will reflect gender balance, will include those with experiences of intersecting marginalisation(s), and the realities of systemic racism and expertise in tackling it. Membership will take into account the need to ensure continuity and institutional memory.
17. Members will be appointed on merit by the co-chairs, and will focus on individuals having extensive knowledge and/or experience of policy making in Scotland, design and implantation of policy/systems. Membership categories will also need to include:
- Community members and grassroots organisations;
 - young people;
 - scrutiny and governance expertise;
 - expertise in gathering and using inequality data; and
 - expertise/leadership from public, private and third sector.

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL
ANTI-RACIST INFRASTRUCTURE
TERMS OF REFERENCE**

Secretariat

18. The Scottish Government will provide secretariat to the group and other administrative, analytical, digital and communications support as required.

Role of the co-chairs

19. The co-chairs are responsible for leading meetings of the group and for setting the strategic direction and business of the group in discussion with members and in accordance with the purpose and remit of the group.

20. The co-chairs will support with approaching potential members.

21. The group will formally report directly to Scottish Ministers via the co-chairs.

22. The co-chairs are not responsible for any follow-up or implementation that is required on the basis of the group's advice and any recommendations that are made. Scottish Ministers and the Scottish Government will ultimately be responsible for acting upon the advice of the group.

Safeguarding and ensuring safe spaces

23. The group consists of individuals from diverse cultures, background and circumstance. Members should be given time and space to share their stories if they want to, and be willing to learn about other cultures and other people's experiences. Intersectionality exists, so homogeneity should not be assumed – nor that the group will automatically address the needs of any specific sub-groups within it.

24. It must be recognised that people who are, and/or have been racialised (and/or experience intersecting inequalities), will be impacted by their experiences in many respects, including emotionally, and there may be potential for conflict. Positive intent should always be assumed. Where possible and appropriate, Scottish Government will assist in creating a safe space and providing resource to support where abuse, discrimination or toxicity is being experienced.

25. The group is intended to be a space where members feel safe, respected, heard and able to participate fully. The Scottish Government seeks to avoid tokenism by ensuring that the group contains a majority of people with lived experience of racial discrimination. The focus will be on how to make a positive impact and gain perspectives to create long term change in improving anti-racist system change within the delivery of Scottish Government work in Scotland.

Communications & Information Sharing

26. The Group will not be subject to Freedom of Information (FOI) and will not be required to respond to FOI requests. This is because the Group is not established on a statutory basis, and because it is clearly reflected within the Group's remit and appointment letters that they are independent.

ANNEX B

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL
ANTI-RACIST INFRASTRUCTURE
TERMS OF REFERENCE**

27. Any papers provided from the Group to Scottish Government Ministers or officials will become subject to the usual FOI requirements. This means that any e-mails, notes, initial or formative advice and communications to Scottish Government Ministers or officials, would immediately become Scottish Government documents for the purposes of FOI. The Scottish Government can apply exemptions to withhold certain information, for example if policy is still being formulated, but may not be applicable for other types of information. Documents withheld for policy development reasons are likely to become appropriate for release in the future, once policy in this area is fully formed.

28. The Scottish Government Secretariat will keep the Group's records in a separate electronic file with restricted access. This will clarify that, for the purposes of FOI, the Scottish Government is holding these records only on behalf of the group and not in its own right.

29. Information and papers sent to Group members are intended for viewing by those members only. There should be an assumption that papers will contain Official Sensitive level information and thus should not be shared with colleagues or third parties, either in hard copy or electronically, and their content should not be discussed outwith the Group or any of its agreed workstreams or sub-groups. Protocols will be developed for the distribution of information and papers.

30. Group discussions are confidential and not for sharing with third parties.

Dual Meeting Approach

31. In order to allow time for full discussion and scrutiny in addition to updates provided by the Scottish Government on ongoing work, there will be two meetings of the group per quarter, each within a month of each other.

32. This will work as follows:
- April 2022: Inaugural meeting
 - May 2022: Update meeting
 - July 2022: Scrutiny and discussion meeting
 - August 2022: Update meeting
 - October 2022: Scrutiny and discussion meeting
 - November 2022: Update meeting
 - January 2023: Scrutiny and discussion meeting
 - February 2023: Update meeting
 - April 2023: Scrutiny and discussion meeting
 - May 2023 Final update meeting

We will be using sub groups which may be additional to this meeting schedule for members who participate in these.

ANNEX B

**CO-CHAIR OF THE INTERIM GOVERNANCE GROUP TO DEVELOP NATIONAL
ANTI-RACIST INFRASTRUCTURE
TERMS OF REFERENCE**

Remuneration

33. We recognise that asking minority ethnic people to do further unpaid labour fighting racism contributes to structures of racism and inequality. That is why we pay participants for their time.

34. Pay will be at the following rates:

- Chair/co-chairs: £300/day
- Members: £200/day

35. Membership is envisaged to number between 12-20, including the chair/co-chairs. Pay will be through ordinary Scottish Government pay channels.