

Seven Lochs Collaboration Agreement

between:

1. **Glasgow City Council**, established under the Local Government etc (Scotland) Act 1994 and having its chief office at City Chambers, Glasgow, G21DU (hereinafter referred to as “GCC”)
and
2. **North Lanarkshire Council**, established under the Local Government etc (Scotland) Act 1994 and having its chief office at Civic Centre, Windmillhill Street, Motherwell, ML11AB (hereinafter referred to as “NLC”)
and
3. **The Conservation Volunteers (Scotland)**, charity number SCO39302 who’s registered office is at Sedum House, Mallard Way, Doncaster, South Yorkshire, DN4 8DB (hereinafter referred to as “TCV Scotland”)
and
4. **Glenboig Development Trust**, Scottish Charitable Incorporated Organisation charity number SCO046147 who’s registered office is at Glenboig Life Centre, Main St, Glenboig, ML5 2RD (hereinafter referred to as “GDT”)
and
5. **Provan Hall Community Management Trust**, Scottish Charitable Incorporated Organisation charity number SCO047978 who’s registered office is at Provan Hall, Auchinlea Rd, Glasgow, G34 9PQ (hereinafter referred to as “PHCMT”)
and
6. **R&A Championships Ltd**, a private limited company incorporated in Scotland under company number SC247047 and who’s registered office is at Beach House, Golf Place, St Andrew’s, Fife, KY16 9JA (hereinafter referred to as “R&A”).

Each a “Party” and collectively “the Parties”

WHEREAS:

The Parties shall work together to deliver and further develop the Seven Lochs Project, which includes the sustainable management and improvement of the Seven Lochs Wetland Park as a high-quality visitor attraction, and the development and management of a wider Seven Lochs Green Network extending from the wetland park into surrounding communities.

The Parties therefore agree as follows:

Definitions and Interpretation

In this Agreement unless the context otherwise requires, the following expressions shall have the following meanings assigned to them:

"Agreement" means this agreement including the Schedules.

"Board" means representatives of the Parties responsible for the overall strategic management and delivery of the Seven Lochs Project, and which shall include, in addition to the representatives, an elected member from GCC and NLC.

"Contribution Agreement" means those project agreements to be entered into by the parties which will prescribe the manner and circumstances in which one party will pay to other parties a share of funding held to deliver Seven Lochs Project activities, and the Terms and Conditions under which the funding will be administered.

"Chairperson" means a member of the Partnership Board, Project Team or working group elected or appointed to oversee the running of project meetings.

"Green Network" means a high quality, multi-functional network of open spaces and green corridors.

"Data Protection Law" means the law relating to data protection, the processing of personal data and privacy from time to time.

"Project Team" means those persons appointed by the parties to coordinate the day-to-day operation of the Seven Lochs Project.

"Seven Lochs Project" means the overall project for the development of the Seven Lochs and includes capital projects and activity programmes that have been approved in principle by the Parties to this agreement.

"Seven Lochs Wetland Park" means the area of approximately 16.8 km square identified as the area bounded in green on Figure 1 as included in Schedule 1.

"Schedule" means a schedule appended to and forming part of this Agreement.

"UK GDPR" means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679).

Reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same (save to the extent that any amendment, extension, consolidation or replacement would impose more onerous obligations than otherwise exist at the date on which this Agreement is executed by the Parties) or which has been amended, extended, consolidated, or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

The singular includes the plural and vice versa and any gender includes all genders.

The headings are inserted for convenience only and shall not affect the construction of this Agreement.

If there is any inconsistency or conflict between the terms of the Clauses and the Schedules then the terms of the contract clauses shall prevail.

1. PURPOSE

- 1.1 the purpose of this agreement is to set out how Parties shall work together to manage the development and delivery of collaborative projects and joint activities that make up the overall Seven Lochs Project.
- 1.2 this Agreement will continue for 20 years from the date of signing, with a review of the purpose, objectives, membership and structure every 5 years.
- 1.3 the parties may bring the Agreement to an end at an earlier date with the consensus of all Parties at a meeting of the Board.

2. OBJECTIVES FOR THE PROJECT

- 2.1 the Parties shall work together to manage, maintain and improve the Seven Lochs Wetland Park as a heritage and nature park and outdoor activity attraction of national significance.
- 2.2. the Parties shall drive forward the creation of the Seven Lochs Green Network (hereinafter referred to as “the Green Network”), a high quality, multi-functional network of open spaces and green corridors.
- 2.3 the Parties shall develop and deliver new collaborative projects and joint activities with reference to the Seven Lochs vision and masterplan, the Seven Lochs Green Network Strategy, and the Seven Lochs Landscape Conservation Action Plan and such other new plans and strategies which amend, supplement or supersede these as may be approved by the Board during the term of this Agreement.

2.4 the Parties shall seek, secure and manage partner and external grant funding for the Seven Lochs Project as further detailed in clause 6 and shall ensure compliance with the funding terms and conditions of partners and external funders .

3. STRUCTURE AND MEMBERSHIP

3.1 there shall be a Board and a Project Team. The Parties shall nominate representatives to the Board and Project Team as set out in Clause 5 of this Agreement. The members of the Board shall be elected representatives, senior managers, or Board members from the Parties to this agreement. The members of the Project Team shall be operational officers from the Parties to this agreement. The Board may invite advisors from other organisations to join the Project Team to provide expert advice on any matter which may arise.

3.2 the Board shall be responsible for overseeing the strategic direction and overall management and delivery of the Seven Lochs Project. The quorum of the Board shall be 5.

3.3 the Project Team shall be led and co-ordinated by the Board. It shall be responsible for operational delivery of Seven Lochs Project activities as directed by the Board.

3.4 the Project Team directed by the Board shall:

- have a clear work programme, milestones and outputs;
- have responsibility for decision-making on specific matters where this has been delegated by the Board;
- report to the Board.

3.5 both the Board and the Project Team may agree to establish working groups for the purpose of advising them on either topic-based or area-based matters. Working groups shall comprise of any individual within any of the Parties or other relevant organisations who the Board or Project Team agree shall enable the working group to fulfil its role.

3.6 working groups shall:

- have clear terms of reference and duration as directed by the Board or Project Team;
- have responsibility for decision-making on specific matters where this has been delegated by the Board;
- report to the Board or Project Team as required.

3.7 changes to the structure of the Board and Project Team shall be approved by a simple majority of the Board. Changes will be circulated in writing to all Parties with any accompanying changes required to the Board responsibilities.

3.8 the Board and Project Team shall each meet quarterly, or more regularly as agreed by the Board, to allow decisions to be taken as required. Procedures for the administration of meetings are detailed in Section 7.

- 3.9 Board and Project Team members may nominate a substitute representative to attend meetings on occasions where absence can be reasonably foreseen. Where a substitute is required to attend on behalf of a Board or Project Team member, that member shall ensure that the substitute is adequately briefed in advance of the meeting.
- 3.10 in the event that a representative of one of the Parties fails to attend three consecutive Board or Project Team meetings the Chairperson of the Board shall write to the Party notifying them of the continued absence. If this absence continues the Party shall be asked to nominate an alternative representative to sit on the Board.
- 3.11 any member of the Board who is directly or indirectly interested in any matter brought up for consideration at a meeting shall disclose the nature of their interest to the meeting and shall not participate in the discussion or the decision-making process if it is a direct interest. Board members should notify the Chairperson in advance if any matter on the agenda necessitates their absence from discussion of any particular item(s) in order that business on the agenda can be managed accordingly.
- 3.12 additional members invited to become parties to this Agreement shall sign a deed of accession.
- 3.13 in the event of any disagreement between the Parties the matter will be brought to the Board's attention for resolution.

4. ADMINISTRATION OF MEETINGS

- 4.1 the following shall be adopted as standard procedures for meetings of the Board, Project Team and working groups:
- decisions shall be made through consensus, however, if this cannot be achieved then decisions shall be made by a simple majority vote, with the Chairperson having a casting vote;
 - members of the Board may request inclusion of items for discussion in Board and Project Team meeting agendas (except in the case of working groups);
 - agendas shall be drafted by GCC staff in collaboration with the Chairperson of the relevant group and in consultation with the Parties
 - the agenda, papers and previous minutes for all meetings shall be distributed 7 days in advance of a meeting;
 - the Board agenda shall include a report from the Project Team as a standing item, which shall contain information on progress against milestones and outputs, project management, and risks to the delivery of the project;
 - minutes shall be kept of all meetings, and agendas, papers and approved minutes of meetings shall be available to the public.
- 4.2 the Board shall be responsible for ensuring provision of administrative support services, facilities for meetings of the Board and, at its discretion, for meetings of working groups.

5. ROLES AND RESPONSIBILITIES OF PARTIES

5.1 **Glasgow City Council (GCC)** shall have the following roles and responsibilities:

- GCC shall act as lead agency responsible for ensuring the financial administration and financial management of the Seven Lochs Project in accordance with partner and funder requirements and in line with procedures for drawing down external grant awards.
- GCC shall nominate an elected member and a senior officer to represent GCC on the Board; the key decision-making body. The GCC elected member shall be Chairperson of the Board.
- GCC shall nominate an operational officer to the Project Team to co-ordinate appropriate resource input to the Seven Lochs Project.
- GCC shall have lead responsibility for delivering projects and activities at GCC sites within the Seven Lochs Project area during the period of this agreement.
- GCC shall provide advice, assistance and support on the delivery of the Seven Lochs Project and associated activities as appropriate.
- GCC shall enter into Contribution Agreements with the other parties as and when required.

5.2 **North Lanarkshire Council (NLC)** shall have the following roles and responsibilities:

- NLC shall nominate an elected member and a senior officer to represent NLC on the Board; the key decision-making body. The NLC elected member shall be vice-chairperson of the Board.
- NLC shall nominate an operational officer to the Project Team to co-ordinate appropriate resource input to the Seven Lochs Project.
- NLC shall have lead responsibility for delivering projects and activities based at NLC sites within the Seven Lochs Project area during the period of this agreement.
- NLC shall provide advice, assistance and support on the delivery of the Seven Lochs Project and associated activities as appropriate.
- NLC shall enter into Contribution Agreements with GCC as and when required in respect of those projects to be delivered within the boundary area of NLC.

5.3 **The Conservation Volunteers Scotland (TCV Scotland)** shall have the following roles and responsibilities:

- TCV Scotland shall nominate a senior officer to represent them on the Board.
- TCV Scotland shall nominate an operational officer to the Project Team to co-ordinate appropriate resource input to the Seven Lochs Project.
- TCV Scotland shall provide advice, assistance and support on the delivery of the Seven Lochs Project and associated activities as appropriate.

5.4 **Glenboig Development Trust (GDT)** shall have the following roles and responsibilities:

- GDT shall nominate a senior officer or trustee to represent them on the Board.
- GDT shall nominate an operational officer to the Project Team to co-ordinate appropriate resource input to the Seven Lochs Project.
- GDT shall have lead responsibility for delivery of projects and activities at Glenboig Life Centre.

- GDT shall provide advice, assistance and support on the delivery of the Seven Lochs Project and associated activities as appropriate.

5.5 **Provan Hall Community Management Trust (PHCMT)** shall have the following roles and responsibilities:

- PHCMT shall nominate a senior officer or trustee to represent them on the Board.
- PHCMT shall nominate an operational officer to the Project Team to co-ordinate appropriate resource input to the Seven Lochs Project.
- PHCMT shall have lead responsibility for delivery of projects and activities at Provan Hall under the terms of a lease agreement with GCC.
- PHCMT shall provide advice, assistance and support on the delivery of the Seven Lochs Project and associated activities as appropriate.

5.6 **R&A Championships Ltd (R&A)** shall have the following roles and responsibilities during the delivery phase:

- R&A shall nominate a senior officer to represent them on the Board.
- R&A shall nominate an operational officer to the Project Team to co-ordinate appropriate resource input to the Seven Lochs Project.
- R&A shall have lead responsibility for delivery of projects and activities at Golf-It Glasgow.
- R&A shall provide advice, assistance and support on the delivery of the Seven Lochs Project and associated activities as appropriate.

6. **FUNDING**

6.1 the Parties agree to commit funding, subject to securing any necessary internal approvals, to support the delivery of the project.

6.2 the Parties commit to assisting with grant funding applications for the Seven Lochs Project where appropriate, subject to securing any necessary internal approvals.

6.3 the Parties may make individual funding applications without prior Board approval where the purpose of such funding aligns with the strategic direction and delivery of the Seven Lochs Project.

6.4 the Parties will work together to identify and develop sustainable income streams that can help support the long-term, sustainable management of the Seven Lochs Wetland Park and Green Network.

7. **PUBLIC RELATIONS**

7.1 any press releases or other public statements in relation to the working of the Parties in terms of this agreement shall be prepared in collaboration with the Board.

7.2 Promotion of the Seven Lochs Project and the Seven Lochs Wetland Park shall be carried out in accordance with procedures required by funders as a condition of grant award.

8. ACCEPTANCE

- 8.1 the Parties by their execution hereof, accept and agree to be bound by the terms set out in this Agreement. Each party shall receive a copy of the fully signed Agreement.

9. AMENDMENTS

- 9.1 any amendments to this Agreement must be formally agreed in writing and signed by all the Parties.

10 NO PARTNERSHIP

- 10.1 for the avoidance of doubt it is expressly stated that the entering of this agreement does not constitute a legal partnership, joint venture or agency amongst the participants. No Party shall have any authority to make any commitments on another Party's behalf unless otherwise outlined in this Agreement

11 DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection

- 11.1 All Parties will comply with the applicable requirements of Data Protection Law to the extent they apply to any activities under this Agreement.
- 11.2 The Parties agree that it is their mutual expectation that they will not share personal data with each other under this Agreement. In the event that, contrary to this mutual expectation, personal data is shared then the following provisions of this Clause shall apply in the event that the Parties do not agree in writing any express provisions regulating such processing.
- 11.3 To the extent that any Party discloses personal data to another Party it will ensure that such disclosure is fair, lawful and transparent in the context of the purposes for which the personal data is to be processed by the receiving Party and otherwise complies with the requirements of Data Protection Law.
- 11.4 Without prejudice to Clause 24.2, if any Party ("Processor") acts as a processor of personal data for any other Party ("Controller") in relation to any activities under this Agreement then:
- 11.4.1 the Processor shall process such personal data only for the purposes of this Agreement and subject to any express written instructions of the Controller from time to time, and otherwise on such terms relating to the processing as the Controller may reasonably specify in writing;
- 11.4.2 the Processor shall assist the Controller in complying with its obligations under Data Protection Law and in demonstrating such compliance, including by documenting and agreeing in writing any particular aspects of the processing

and providing such information in relation to the processing, to the extent reasonably required to do so by the Controller; and

11.4.3 the provisions of Articles 28.2, 28.3 (a) to (h) and 28.4 of the UK GDPR shall be incorporated into this Agreement mutatis mutandis by way of direct contractual obligation on the part of the Processor to the Controller.

Freedom of Information

- 11.5 Subject to clause 11.6, if any Party to this Agreement which is subject to the Freedom of Information (Scotland) Act 2002 ("FOISA") or the Environmental Information (Scotland) Regulations 2004 ("the EIRs"), receives a request for information under FOISA or, if applicable, under the EIRs (or any statutory amendment or re-enactment thereof), that Party may seek the input of any of the other Parties to this Agreement in relation to responding to said request. Such other parties shall work in a collaborative manner with the Party in receipt of the request to provide such assistance as may reasonably be required by that Party in order to respond to the request for information.
- 11.6 In all cases the Party in receipt of the request under FOISA or the EIRs may, without consent of any of the other Parties, disclose any of the requested information if that Party (acting reasonably) is satisfied that it is in the public interest to do so. In reaching this conclusion the relevant Party shall take into account any representation made in connection to the request for information by any other Party but the decision of the Party in receipt of the request as to what constitutes public interest shall be final and conclusive in any dispute, difference or question arising in respect thereof.

12. CORRUPT GIFTS OR PAYMENTS

- 12.1 the Parties shall not offer or give, or agree to give, to anyone associated with the project, employee or representative of the Council any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other agreement with any Party or for showing or refraining from showing favour or disfavour to any person in relation to this or any such agreement.
- 12.2 the Parties shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.
- 12.3 the Parties shall maintain in place adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010.
- 12.4 the Parties undertake to use reasonable endeavours to procure that its agents (in such capacity), officers and employees adhere to the obligations as are placed on The Parties by virtue of, and contained in, this clause as if they were a party hereto.
- 12.5 the Parties shall provide any information reasonably requested by the Council in relation to their compliance with this clause.

12.6 breach of the above provisions shall be construed as a material breach of this Agreement incapable of being remedied.

13. ASSIGNATION AND TRANSFER

13.1 Subject to the exception in Clause 13.2, no Party may, unless the prior written consent of all of the other Parties has been obtained (such consent not to be unreasonably delayed, withheld or made subject to unreasonable conditions):

13.1.1 assign any of its rights under this Agreement;

13.1.2 transfer any of its obligations under this Agreement; or

13.1.3 sub-contract or delegate any of its obligations under this Agreement.

13.2 A Party may assign any of its rights or transfer any of its obligations under this Agreement to a statutory successor without the consent of the other Parties.

14. THIRD PARTY RIGHTS

14.1 A person who is not a party to this Agreement has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Agreement. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any right, remedy or claim under or in respect of this Agreement or any undertaking, condition or other provision contained herein.

15. CONFIDENTIALITY

15.1 Subject to clauses 15.3 and 15.4, any information supplied by one Party ("the supplying Party") to any other Party ("the receiving Party") shall be kept confidential and shall only be used for the performance of the receiving Party's obligations under this Agreement.

15.2 Upon request, and in any event upon expiry or termination of the Agreement for whatever reason, the receiving Party shall destroy forthwith (or at the supplying Party's written request, return forthwith to the supplying Party) any information provided by the supplying Party pursuant to the Agreement.

15.3 The receiving Party may disclose the supplying Party's confidential information:

15.3.1 as may be required by law (including under FOISA or the EIRs), a court of competent jurisdiction or any governmental or regulatory authority; or

15.3.2 where such information requires to be disclosed to a provider of grant funding for the Seven Lochs Project in accordance with the requirements of any grant funding agreements, providing that the receiving Party provides the supplying Party with reasonable notice of such disclosure.

- 15.4 The provisions of this Clause 15 shall not apply to any information that:
- 15.4.1 is available or becomes generally available to the public (other than as a result of its disclosure in breach of this Clause 15); or
 - 15.4.2 was available to the receiving Party on a non-confidential basis before disclosure by the supplying Party; or
 - 15.4.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the supplying Party or otherwise prohibited from disclosing the information to the receiving Party; or
 - 15.4.4 the Parties agree in writing is not confidential or may be disclosed; or
 - 15.4.5 is developed by the receiving Party independently from the information disclosed by the supplying Party.

16. SEVERENCE

- 16.1 If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.
- 16.2 If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

17. SCOTS LAW

- 17.1 this Agreement shall be interpreted according to and shall receive effect according to the Law of Scotland and the parties hereto subject to the exclusive jurisdiction of the Scottish Courts. IN WITNESS WHEREOF these presents typewritten on this, and the preceding 6 pages and the Schedules annexed to this Agreement are subscribed as follows:-

On behalf of **Glasgow City Council**

By _____

At _____

On _____

Before the following witness

Name _____

Signature _____

IN WITNESS WHEREOF these presents are subscribed as follows:

On behalf of **North Lanarkshire Council**

By _____

At _____

On _____

Before the following witness

Name _____

Signature _____

IN WITNESS WHEREOF these presents are subscribed as follows:

On behalf of **The Conservation Volunteers (Scotland)**

By _____

At _____

On _____

Before the following witness

Name _____

Signature _____

IN WITNESS WHEREOF these presents are subscribed as follows:

On behalf of **Glenboig Development Trust**

By _____

At _____

On _____

Before the following witness

Name _____

Signature _____

IN WITNESS WHEREOF these presents are subscribed as follows:

On behalf of **Provan Hall Community Management Trust**

By _____

At _____

On _____

Before the following witness

Name _____

Signature _____

IN WITNESS WHEREOF these presents are subscribed as follows:

On behalf of **R&A Championships Ltd**

By _____

At _____

On _____

Before the following witness

Name _____

Signature _____

OFFICIAL

THIS IS SCHEDULE 1 TO THE FOREGOING COLLABORATION AGREEMENT BETWEEN GLASGOW CITY COUNCIL, NORTH LANARKSHIRE COUNCIL, THE CONSERVATION VOLUNTEERS (SCOTLAND), GLENBOIG DEVELOPMENT TRUST, PROVAN HALL COMMUNITY MANAGEMENT TRUST AND R&A CHAMPIONSHIPS LTD.

OFFICIAL

SCHEDULE 1

Figure 1 – Seven Lochs Wetland Park

