

EDINBURGH THIRD SECTOR INTERFACE

MEMORANDUM OF UNDERSTANDING AND GOVERNANCE PROTOCOL

Amongst:

Edinburgh Social Enterprise Network (ESE)
Greyfriars Charteris Centre
138-140 The Pleasance
Edinburgh
EH8 9RR

Charity Number: SCO44030

Community Benefit Society Registration Number: 2726RS

and

Edinburgh Voluntary Organisations' Council (EVOC)
525 Ferry Road
Edinburgh
EH5 2FF

Charity Number: SC009944

Company Registration Number: 173582

and

Volunteer Centre Edinburgh (VE)
222 Leith Walk
Edinburgh
EH6 5EQ

Charity Number: SC029681

Company Registration Number: 202631

1 INTRODUCTION

1.1 DEFINITIONS

For the purposes of this Memorandum of Understanding, the terms set out below shall have the following meanings:-

“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 Party 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 Edinburgh Third Sector Interface Parties

“Edinburgh Third Sector Interface”

means the collaboration of Edinburgh Social Enterprise Network (ESE), Edinburgh Voluntary Organisations Council (EVOC) and Volunteer Centre Edinburgh (VE), including any sub-contractors, with a view to fulfilling the objectives laid out in this Agreement

“Interface Work Plan”

means an action plan, as agreed among the Parties, outlining the key aims and objectives, and deliverables of the Interface

“Interface Steering Group”

means the committee established under clause 4.2 which will have responsibility for managing the Edinburgh Third Sector Interface (the Interface), and the individual members of which are detailed in Part 1

“Interface Chief Officers Group”

Means the Chief Officers from each of the three TSI member organisations.

“Parties”

means those bodies which are signatories to this Memorandum of Understanding, all of which are comprised in the Interface Steering Group

“Public Services”

means the services to be delivered by the Interface to the Public Sector Agency (in this agreement being The Scottish Government) under the Contract

“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 Contract

“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’

“Volunteers”

means those individuals who give their time without pay to organisations operating with a social purpose

“Social Enterprise”

means 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

2 BACKGROUND

ESE, EVOC and VE individually and collectively provide a range of core infrastructure and support services to the Third Sector in Edinburgh. Both VE and EVOC have respectively provided core volunteering and voluntary sector support services for many years under the terms of Scottish Government separate grant programmes to Volunteer Centres and Councils for Voluntary Service. Prior to 2010 the interface function for social enterprise was provided by the Edinburgh Social Enterprise Partnership. ESE has been an active member of this partnership since 2007. ESE was founded in 2005 and constituted as a Community Benefit Society in 2010 to support, promote and develop Social Enterprise within Edinburgh.

Since 2011, ESE, EVOC and VE have had an annual one year grant agreement¹ with Scottish Government to deliver on these four key areas. A single funding allocation has been made in return for delivery of four key areas of work:

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

Within Edinburgh, EVOC and VE have a long tradition of partnership working and since 2004 have been key partners in the Edinburgh Compact Partnership, the Third Sector's strategic partnership within Edinburgh's Community Planning structures. ESE joined the Compact Partnership as a key partner in 2010.

The Compact Partnership has specific responsibility within Community Planning structures for delivering on Scottish Government objectives of reducing inequalities and building resilient sustainable communities. The overarching mission for the collective work of the Edinburgh Interface mirrors these Compact responsibilities.

¹ Extended to September 2019

2.1 EDINBURGH INTERFACE MISSION AND PURPOSE

Mission:

- To build and enable resilient, sustainable and inclusive communities in Edinburgh, by working with people, civil society and organisations to build social capital.

Strategic Objectives:

- To work together effectively to maximise resources that will help deliver thriving, sustainable and inclusive communities in Edinburgh through voluntary/social action, volunteering and social enterprise.
- To ensure the Third Sector is a key partner in Community Planning.

2.2 EDINBURGH SOCIAL ENTERPRISE'S MISSION AND STRATEGIC OBJECTIVES

Mission

To enable:

Sector growth

Economic growth and

Societal growth

based on robust research, development of key partnerships, creation of virtual and physical spaces to meet, exchange ideas and knowledge and coproduce and learn, accessible to all who have a desire to effect lasting change.

A place to develop and test new ideas and concepts which will contribute to Edinburgh and Scotland's growing international reputation as leaders in social enterprise

- to create the conditions for social enterprises to thrive in Edinburgh
- to provide opportunities for social enterprises to learn how to run their businesses better (including – but without limitation – by facilitating action learning and the exchange of information
- to provide opportunities for social enterprises to grow their businesses
- to promote goods and services provided by social enterprises.

2.3 EDINBURGH VOLUNTARY ORGANISATIONS COUNCIL MISSION AND STRATEGIC OBJECTIVES

Mission:

- EVOC's mission is to support the Voluntary Sector to build and enable resilient, sustainable and inclusive communities.

Vision:

- EVOC is an organisation which is highly respected, regarded and trusted as an effective strategic partner. EVOC is the first point of contact for the Third Sector in Edinburgh and for other bodies concerning issues which affect the Sector
- We are a trusted leader in supporting, building the capacity of and a model of good practice for the Sector.

Strategic Objectives:

- Consult, support and represent the Sector
- Build the capacity of and develop the Sector
- Develop partnership approaches, principles and practice
- Provide improved services by supporting and developing our people
- Being a high quality and developing organisation

2.4 VOLUNTEER CENTRE EDINBURGH PURPOSE AND STRATEGIC OBJECTIVES

Purpose:

To build strong social connections, reduce inequalities and support vibrant communities through volunteers and volunteering activity.

Strategic Objectives:

More people in Edinburgh volunteer and/or are involved in their community.

Volunteering reflects the diverse communities of Edinburgh.

Organisations are able to provide a good quality volunteering experience.

Local and national policy supports and encourages volunteering and active citizenship in all its forms.

2.5 PURPOSE OF THIS MOU

Our collective mission is to build and enable resilient, sustainable and inclusive communities in Edinburgh, by working with people, civil society and organisations to build social capital.

There are three key purposes to this MoU:-

Working together

- To define and agree the way in which the three infrastructure bodies for the Third Sector in Edinburgh work together to effectively maximize resources that will help deliver thriving, sustainable and inclusive communities in Edinburgh through voluntary/social action, volunteering and social enterprise and
- To ensure that the Third Sector is a key partner in Community Planning.

Delivering the Interface Grant Agreement

- To agree the respective rights and obligations of each party in delivering on the outcomes specified in the Scottish Government interface grant agreement.

Future Visioning:

- To review and identify opportunities to work together to enable added value to the Third Sector in Edinburgh.

2.6 BENEFITS OF COLLABORATION

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

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

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

Expected Benefits and efficiencies include:-

- 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 social 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 WORKING TOGETHER

3.1 ETHOS

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

3.2 PRINCIPLES

3.2.1 BEST VALUE

This MoU expects parties 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.

3.2.2 ADDED VALUE

Scottish Government core grant to Third Sector Interfaces is intended as an enabling resource as well as a direct delivery resource. Within this MoU, ESE, EVOC and VE each undertakes to maximise the impact of the core Scottish Government funding by securing additional investment and services to the Third Sector in Edinburgh.

3.2.3 CORE ROLES AND RESPONSIBILITIES

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

3.2.4 INDEPENDENCE

Each party to this MoU 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.

3.2.5 ROLES AND RELATIONSHIPS WITH TSI PARTNER BOARDS

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

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

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.

Members of the independent boards will meet annually to review the process of the TSI.

3.2.6 SHARED OUTCOMES

Any identified collaborative gain provision that is intended to be supported via the shared resource of the TSI must meet the strategic objectives outlined in 2.1

3.2.7 SHARING INTELLIGENCE AND OPPORTUNITY

Each party agrees to share knowledge and intelligence that may be of benefit to the Third Sector Interface or the wider third sector.

3.2.8 SIGNPOSTING

Each party 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.

3.2.9 COLLABORATIVE DELIVERY

Each party 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.

3.2.10 TSI SUPPORT

Currently the TSI Development Officer is provided by EVOC and the Financial Support provided by Volunteer Edinburgh.

The Steering Group will review on an annual basis the level of development officer and financial management support needed. This will usually be carried out in the fourth quarter of the financial year or when the current post holder resigns or the post becomes vacant. This will detail the level of support required/list of tasks, the estimated maximum number of hours and the level of post required (Staff or Management).

The Steering Group recognise the desirability of these posts rotating between parties. In the event of the current post holder resigning or the post becoming vacant and where two or more parties express the desire to host the role then they will each be asked to submit a proposal. The Steering Group will decide on the strongest proposal based on the experience and competency of the member of staff proposed to carry out the function.

The TSI Steering Group will pay the standard rate for hours spend on TSI support up to the maximum agreed.

Every Quarter each party providing development officer or financial support should provide an invoice detailing:

- Costs incurred (supported by receipts)
- Hourly timesheets for staff delivering the support

3.2.11 JOINT PROJECTS

The Steering Group recognizes the value of working on joint projects. Where it is agreed that a project should be delivered collectively, any of the three parties may claim payment from the TSI Collaborative Gain fund. Identified joint projects may be delivered by only two parties however before any joint project can proceed the unanimous agreement of all three parties is required.

Before commencement of the project a proposal should be presented to the Steering Group which includes:

- A summary of the work to be completed.
- A project budget including an estimate of hours required from each partner.

Post delivery each party should provide a detailed invoice showing:

- Costs incurred (supported by receipts).
- Hourly timesheets for staff involved in the project.

If the number of hours is likely to exceed the estimate given, the project team should submit an amended proposal. Additional hours will only be paid if there is approval from the Steering Group

3.2.12 COMPETITIVE DELIVERY

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 are 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.

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.

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

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

The TSI Parties 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 Steering Group in good time for discussion and agreement on a suitable way forward.

Where collective decisions need to be made on behalf of the Edinburgh TSI, the TSI Parties aim for consensus and negotiate reasonable and fair approaches that will benefit the City of Edinburgh.

3.2.13 DECISION MAKING

Decision making by the partnership on any matter 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.

If following a vote there is still disagreement the partnership agrees to seek independent mediation. If following the independent mediation consensus is still not reached, then the majority view will prevail. (See also 4.13)

4 DELIVERING THE SCOTTISH GOVERNMENT GRANT AGREEMENT

4.1 COMMENCEMENT AND DURATION

This revised MoU shall commence on **18 April 2018** and terminate on **30 September 2019**.

It may be renewed and extended beyond **30 September 2019** with the express agreement of all parties.

The termination of this MoU, however it may arise, is without prejudice to the rights, duties and liabilities of the partners accrued prior to termination. The provisions in this MoU which expressly or implicitly have effect after termination shall continue to be enforceable notwithstanding termination.

4.2 EDINBURGH THIRD SECTOR INTERFACE STEERING GROUP

The Edinburgh Third Sector Interface shall establish a joint Steering Group consisting of the CEO's and a delegated Board Member of each governing body of ESE, EVOC and VE.

The Steering Group will seek to recruit an independent chair for the period commencing 1 October 2018. The independent chair;

- Must have no 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.

In the event of no independent chair being recruited, or during periods where no independent chair is in position, the chair of the Steering Group will default the chair of one of the partners on a rotational basis. On the date of this revised MoU (September 2018) the chair is held by Volunteer Centre Edinburgh for a period of two years, the end of this MoU or until an independent chair is recruited.

The Steering Group will:-

- Meet a minimum of four times per year and more frequently as required to progress specific areas of work.
- Provide overall leadership for and strategic direction to the Third Sector Interface over the period of the grant agreement.
- Be responsible for coordinating and managing the overall performance of the Third Sector Interface, which will include ensuring that the objectives of the Third Sector Interface are achieved.
- Agree strategic priorities and allocate resources against these.

- 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 respect to the principles and practices of the Third Sector Interface and this MoU. Where all Parties cannot agree, independent arbitration will be used to reach a fair and reasonable agreement. (See 4.13)
- Ensure minutes of all meetings are recorded.

4.3 EDINBURGH THIRD SECTOR CHIEF OFFICERS GROUP

The Chief Officers of ESE, EVOC and VE will

meet at least four times a year (4-6 weeks after the TSI Steering Group meetings) to take forward actions identified by the TSI Steering Group.

- Ensure their meetings are minuted, decisions and recommendations recorded.
- Chief Officer meetings are minuted, decisions and recommendations recorded.

4.4 EDINBURGH THIRD SECTOR INTERFACE OPERATIONAL GROUP

The Edinburgh Third Sector Interface will establish a joint operations group of the senior managers or officers of each of ESE, EVOC and VE

The TSI Operational Group will

- Meet four times per year or more frequently as needed.
- Provide practical solutions and actions to ensure that the TSI collaboration is delivering on its strategic objectives.
- Identify areas of development or opportunities to enhance the capacity of Edinburgh's Third Sector.
- Ensure that meetings are minuted and circulated to the Chief Officers.
- Report to the Chief Executives Group via an Action Log.

4.5 TSI WORKPLAN

The Edinburgh TSI has an annual plan of work that identifies partnership milestones, deadlines and meeting dates.

- The annual work plan is submitted to the Scottish Government to fulfil the requirements of the grant agreement and includes monitoring and evaluation of 'Outcome 5: The Third Sector Interface is well-governed Managed and Effective'.
- The TSI parties are each responsible for setting their individual goals and targets and monitoring and reporting on their progress toward reaching these.
- TSI parties will review progress on an on-going basis and hold each other accountable for achieving the Edinburgh TSI work plan.

4.6 IMPLEMENTATION OF THE SCOTTISH GOVERNMENT GRANT AGREEMENT

Following payment of each installment of the grant under the Scottish Government grant Agreement with the Edinburgh Third Sector Interface, the Steering Group will thereafter apportion the grant amongst the Parties in accordance with the distribution of work determined by the Interface Steering Group and as specified in the Interface Work Plan.

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.

4.7 RESPONSIBILITIES OF THE PARTNERS

The Scottish Government grant Agreement is made collectively with each of the three parties to this MoU with no lead party status. As such each Party is jointly responsible for the delivery of the Interface Work Plan.

During the term of this MoU, each of the Parties shall use all reasonable endeavours to:-

- perform on time, in a diligent manner, its obligations under the grant Agreement (in accordance with the standards specified therein),
- ensure 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 volunteer staff) with all reasonable skill and care and that the staff shall at all times act with the utmost good faith towards the Interface,
- Diligently adhere to all reasonable directions of the Interface Steering Group in relation to its obligations as regards to delivery of the services under the grant Agreement.

Each Party warrants that under its contractual relationship with each member of its staff, any intellectual property rights arising out of or relating to work done by the staff for the Party will vest in the Party and that the staff will have no right title or interest, whether legal or beneficial, in any such intellectual property rights; a Party shall, if so required by the Interface Steering Group, produce written evidence to this effect signed by its staff.

Intellectual property rights to work developed jointly by any or all of the parties to this MoU shall vest in those parties jointly.

In case of co-operation with third parties, including contractors, delegation of part of the activities or of outsourcing, the Party concerned shall remain solely responsible to the Interface concerning compliance with its obligations as set out in this Memorandum of Understanding. The Interface shall be informed by the Party 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.

Each Party acknowledges that it is and shall remain liable for the consequences of any failure on the part of its staff to fulfill its responsibilities under the MoU and shall accordingly:-

- procure and maintain its own insurance with insurers of good repute, to cover its own liabilities and those of its staff,
- keep full and accurate records of all things done by its staff in relation to its responsibilities under the relevant Scottish Government grant Agreement,
- 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.

The Parties 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.

4.8 RISK

The Edinburgh TSI Steering Group will maintain a TSI Risk Matrix. The TSI Risk Matrix will be reviewed and adjusted as needed, but at least on an annual basis at the beginning of the financial year.

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.

4.9 REPORTING

4.9.1 REPORTING TO THE INTERFACE STEERING GROUP

Each Party undertakes to provide updates on progress towards achieving the objectives specified in the collective work plan at quarterly scheduled meetings of the Steering Group.

4.9.2 REPORTING TO GOVERNMENT

The Scottish Government grant Agreement requires a single collective outcomes report from the Interface on specified dates using a common template. Parties agree to submit reports to the Interface Steering Group using this common format for aggregation into a single document and submission to Scottish Government by the required date.

4.9.3 REPORTING TO EDINBURGH PARTNERSHIP

Parties agree that the non-financial elements of the six monthly reports to Government may also be used as a report to the Edinburgh Compact Partnership.

4.9.4 DATA INTELLIGENCE GATHERING

The parties agree to work in good faith to gather and share intelligence on Third Sector organisations and volunteering in Edinburgh and to collate and meet the data requirements of the Scottish Government grant Agreement and in compliance with data protection legislation.

4.9.5 SERVICE USER REVIEW

The TSI partners seek to review its impact on its stakeholders and agree to undertake reviews together to ensure a rounded picture of the impacts of Edinburgh's TSI.

4.10 QUALITY STANDARDS

Within the terms of the Scottish Government grant Agreement, ESE, EVOC and Volunteer Edinburgh agree to adhere to the European Framework for Quality Management 'Committed to Excellence' quality standards.

4.11 REMOVAL OR WITHDRAWAL FROM THE INTERFACE

4.11.1 REMOVAL

Without prejudice to any other rights or remedies available to the Interface Steering Group or any individual member of the Interface, the Interface Steering Group may by majority vote of the full Interface Steering Group in favour, terminate a Party's membership of the Interface by notice in writing, on the basis that the Party:-

- is in material breach of any of the terms of this MoU, the Contract and, where the breach is capable of remedy, the Party 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
- the Party, or any of its staff, commits any act of gross or persistent misconduct and/or neglects or omits to perform its duties or obligations under this MoU and under the Scottish Government grant Agreement; or
- 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
- intentionally provides the Interface Steering Group with any false or misleading information; or

- by its actions or inaction, has brought or might reasonably be expected to bring the other Parties or the Interface into disrepute.

4.11.2 WITHDRAWAL

A Party can withdraw from the Interface only with the unanimous consent of the remaining Parties.

4.11.3 CONSEQUENCES OF REMOVAL OR WITHDRAWAL FROM INTERFACE

In the event of removal or withdrawal from the Interface, the Interface will be liable only to pay over such proportion of the Consideration as is owed to the relevant Party up until the point at which that Party ceases to be a member of the Interface. If any consideration has been paid in advance of service delivery, the relevant Party will pay back to the Interface such proportion.

The remaining Parties in the Interface will jointly agree how to deliver the remaining work plan and communicate to the Scottish Government the change in the Edinburgh Third Sector Interface.

Where external factors, out with the control of any of the parties to this MoU, 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.

4.12 CONFIDENTIALITY

Each Party agrees that it shall keep secret and confidential at all times both during and after the term of this MoU all confidential information of the other Parties which comes into its possession or within its knowledge at any time before, during or after the term of this MoU.

None of the Parties shall use, copy or disclose to any third party any such confidential information unless for the proper purposes of this MoU or having obtained the prior written consent of the other Parties.

To avoid any doubt, in maintaining confidentiality, the recipient shall take the same or greater care of the confidential information of the other Parties as it takes of its own confidential information, and in any event, not less than a reasonable standard of care.

Disclosure of any confidential information by any Party to the other Parties shall not affect the ownership of such confidential information or the disclosing Party's rights to it.

The provisions of this clause 4.12 shall not apply to any information which the recipient can demonstrate by documentary evidence to the disclosing Party's reasonable satisfaction: -

- is in or enters the public domain except as a result of a breach of this MoU, 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;
- 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;

- 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.

Without prejudice to this clause 4.12, each Party undertakes to restrict access to the confidential information of the other Parties 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 the obligations in this clause 4.12.

This clause 4.12 shall survive the expiry or termination of this MoU for whatever reason.

4.13 DISPUTE RESOLUTION

Save as otherwise provided in this MoU, in the event that any disputes or questions of any nature arise among the Parties or any of the Parties in relation to this MoU or any other matter relating to the affairs of the Interface or the rights, duties or liabilities of any of the Parties, under this MoU, or under the Scottish Government grant Agreement:-

- the parties to such dispute or question shall attempt to resolve the dispute by negotiation
- if such dispute or question is not resolved within 14 days, the Parties involved in the dispute shall refer the dispute to the Interface Steering Group who will attempt to resolve the dispute
- if such dispute or question is not resolved within 14 days of its having been referred to the Interface Steering Group, the Parties involved in the dispute shall thereafter attempt to resolve the dispute by such dispute resolution procedure conducted in such manner and with the assistance of such independent person to be agreed between them, or failing agreement as recommended by the Centre for Effective Dispute Resolution (in the instance of the first person applying to such body)
- if the dispute is not resolved in a 28 day period (or extended period agreed by Parties involved in the dispute) from referral to the dispute resolution procedure, or if one or more of the Parties is unwilling to participate in any form of dispute resolution procedure, the dispute shall be submitted to the exclusive jurisdiction of the Scottish Courts.
- (See also section 3.2.11)

4.14 NO PARTNERSHIP OR AGENCY; LIMIT OF LIABILITY

Nothing in this MoU is intended to create a 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 MoU, no member of the Third Sector Interface will have the authority to act in the name of or, on behalf of, or otherwise to bind any other Party.

The liability of the independent parties to this MoU extends only to the proportion of the Scottish Government grant allocated to each Party and the level of activity agreed in the Third Sector Interface work plan. In the event of the removal or withdrawal of one of the Parties or in the event of non-performance by one of the Parties, that Party shall be and remain liable for any money paid or services provided up to the date of removal or notice of non-performance.

4.15 CONFLICT OF INTEREST

Due to the nature of the independence of the Parties to this MoU and the potential for collaborative and competitive opportunities to arise, the Parties recognise there may be situations where the interests of the independent organisations may be in conflict with the interests of the Third Sector Interface. In such situations, the Parties agree to disclose their interests as soon as such a conflict is known.

Each TSI 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

Furthermore, the Parties 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.

4.16 ASSIGNATION

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

4.17 VARIATION

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

4.18 ENTIRE AGREEMENT

This MoU, including the Edinburgh Third Sector work and subsequently the Interface Work Plan and Agreed Resource Allocation constitutes the entire agreement and understanding among the Parties in respect of the matters dealt with within it and supersedes any previous agreement among the Parties or any of them relating to such matters.

Each of the Parties acknowledges and agrees that in entering into this MoU, 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 MoU or not) other than as expressly set out in this MoU.

4.19 COSTS

Each Party shall be responsible for its own costs and expenses in relation to the negotiation, preparation, and execution and carrying into effect of this MoU.

4.20 GOVERNING LAW AND JURISDICTION

This MoU 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 MoU, the Contracts or any other legal relationships established by this MoU.

Edinburgh Social Enterprise Network

Name *CLAIRE PATTULLO*

Designation *CHIEF EXECUTIVE OFFICER*

Signature *C. E. Pattullo*

Date *20/03/19.*

Edinburgh Voluntary Organisations' Council

Name *ELLA SIMPSON*

Designation *CHIEF EXECUTIVE*

Signature *Ella Simpson*

Date *20/3/2019*

Volunteer Centre Edinburgh

Name *PAUL J WILSON*

Designation *CHIEF OFFICER*

Signature *Paul J Wilson*

Date *20/03/19.*