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E: scottish.ministers@gov.scot

Personal

Date

Invitation to Accept Appointment as a Member of The Scottish Sports Council (trading as sportscotland)

I am delighted to inform you that you have been successful in your application to become a member of The Scottish Sports Council (“**sportscotland**”).

In exercise of the powers conferred by The Royal Charter for the Scottish Sports Council I am writing to invite you to accept appointment as a member of the Board of **sportscotland**. This appointment will be for four years, commencing on **XX and ending on XX** subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time, the provisions of The Royal Charter for the Scottish Sports Council and the terms and conditions set out in Annex A to this letter. There is no presumption of reappointment, beyond this initial term.

As I am sure you will appreciate, the boards of public bodies have a critical role to play in helping deliver the objectives set by the Scottish Ministers and in ensuring that public bodies commit funds in pursuit of these goals both effectively and efficiently. Your duties on the Board of **sportscotland** are as authorised in Annex A to this letter.

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.

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**. Please also complete **Annex B** and return to public.appointments@gov.scot.

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

If you have any questions, please contact **XX at XX**

If you accept appointment, **sportscotland** will contact you about induction arrangements and about the timing of your first board meeting. **sportscotland** will provide you with a copy of *On Board* which is the Scottish Government's generic guide on the duties of board members of public bodies. It is available hardcopy and you can download it from www.gov.scot/Resource/0051/00514817.pdf. This guide is intended to help you in fulfilling your duties throughout the period of your appointment.

The Scottish Government may wish to publicise your appointment by way of a press release and may draw from the information you provide in Annex B.

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

MAREE TODD

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St Andrew's House, Regent Road, Edinburgh EH1 3DG
www.gov.scot

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MEMBER OF SPORTSCOTLAND TERMS AND CONDITIONS OF APPOINTMENT

1. Status

1.1 Subject to clause 1.2, you are appointed as a member of The Scottish Sports Council (“**sportscotland**”). 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 **sportscotland**.

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 **sportscotland** are those set out in **sportscotland**’s [Royal charter](#), with which you are expected to be familiar.

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that **sportscotland** delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers within the [Strategic Guidance Letter](#), with which you are expected to be familiar.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other members and senior officials of **sportscotland**.

3.4 Together with other members of **sportscotland**, you are responsible for ensuring that **sportscotland** has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by staff of the **sportscotland** and other members; and for ensuring that **sportscotland**’s staff and other 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:

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- Prepare for, and attend, meetings of **sportscotland** and its committees
- Attend other meeting and seminars on behalf of **sportscotland** (as required)
- Assist in the development, approval and monitoring of **sportscotland** corporate plans which demonstrate how **sportscotland** contributes to the Scottish Government's Primary Purpose and the [National Performance Framework](#)
- Put into action the Scottish Government's policies and priorities and in particular the Strategic Priorities set out in the [Strategic Guidance letter](#) and the [Physical Activity For Health Framework](#)
- Approve, where appropriate, a statement of accounts for each financial year on the basis determined by the Scottish Ministers
- Monitor the financial position against budget allocations and key financial targets and ensure corrective action is taken where required
- Establish good partnership working with other organisations and participate in reference groups, discussion forums and open meetings (as required)
- Carry out other tasks that may reasonably be required.

4. Accountability

4.1 You must act within and in accordance with the [Strategic Guidance Letter](#) assigned to **sportscotland** by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of **sportscotland** to the Scottish Ministers for the actions and decisions of **sportscotland**.

5. Period of Appointment

5.1 You are appointed from **XX to XX (inclusive)** or to such earlier date as is specified in or by virtue of clause 5.2 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).

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

5.3 If any other change is made to **sportscotland** 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.

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

5.5 You may resign your appointment by giving three months' written notice to the Scottish Ministers.

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6. Time Commitment

6.1 As a member, you must commit to attend and contribute to **XX meetings** of **sportscotland** per year, which may involve some work during the evenings and weekends. For each meeting, members are paid for **XX days**. This includes a half day for reading documents and a day for attending the meeting. You should also demonstrate an adequate degree of flexibility to contribute to other business as required, for example serving on the **sportscotland** committees. The Audit Committee meets four times a year and the Remuneration Committee twice a year. On average, the total time commitment from members could be up to **XX** days per year.

7. Remuneration

7.1 You are entitled to receive from **sportscotland** a fee of **£XX** for every day of not less than **7.5 hours** (excluding meal breaks) devoted to performing your functions (as required or requested by **sportscotland**) on a pro rata basis, up to a maximum total fee of **£XX** per financial year.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 16 days in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 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). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 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.

8. Expenses

8.1 You are entitled to be reimbursed by **sportscotland** for expenses that appear to **sportscotland** 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.

8.2 Reimbursement will be at the agreed rates, which are set centrally by **sportscotland** and may be reviewed periodically.

9. Termination of Appointment

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

- no longer have the right to work in the United Kingdom

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- have had your estate sequestrated or have made a trust deed for the benefit or use of your creditors or a composition contract
- have without the permission of **sportscotland**, been absent from meetings of **sportscotland** for a period longer than three consecutive months or for more than half of **sportscotland**'s meetings in the twelve-month period preceding been absent from meeting three consecutive meetings of **sportscotland** preceding notice by the Scottish Ministers
- are in the opinion of the Scottish Ministers, otherwise unable or unfit to discharge your functions of appointment of a member, or is unsuitable to continue as a member
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily
- are found guilty of a criminal offence involving dishonesty.

10. Changes to the Terms

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

11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of [any code](#) that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 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 **sportscotland** of which you are a member and in accordance with the core functions and duties of **sportscotland**.

Selflessness You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

Integrity You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

Objectivity You must make decisions solely on merit and in a way that is consistent with the functions of **sportscotland** 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 **sportscotland** uses its resources prudently and in accordance with the law.

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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 **sportscotland** and its members in conducting public business.

Respect You must respect fellow members of **sportscotland** 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 **sportscotland**.

- 11.3 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 **sportscotland**. Please refer to **sportscotland**'s [Code of Conduct](#) for further guidance.

12. Liability

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

13. Confidentiality

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

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

13.3 Further to clause 9 above, you may be considered unfit to be a member 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.

14. Intellectual property rights

14.1 "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 Scottish Ministers and/or

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sportscotland for use in relation to the performance by you or in connection with your functions of appointment/role.

14.2 All Intellectual Property Rights belong to the Scottish Ministers, and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 March 2025 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 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 a member which the Scottish Ministers reasonably require.

15. Conflicts of Interest

15.1 You will not take part in activities which conflict with the interests of **sportscotland** 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.

15.2 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 **sportscotland**, 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 **sportscotland** as detailed in the [Code of Conduct](#).

15.3 You will not participate in any discussion or determination by **sportscotland** of a matter in which you have relevant personal or business interest and will withdraw from any such discussion or determination of your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest, you will inform **sportscotland**.

16. Political Activity

16.1 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.

17. Performance Appraisal

17.1 Your performance will be appraised by the chair of **sportscotland** ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that **sportscotland** as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your

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performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for **sportscotland**. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assisting the assessment of your suitability for re-appointment. There is no presumption for reappointment.

I accept appointment as a member of Scottish Sports Council (trading as sportscotland) on the terms set out in Annex A.

Signature:

Date:

Full name (in block capitals):

Declaration Form

Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with the Code of Practice for Ministerial Appointments to Public Bodies in Scotland (2022) and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: www.electoralcommission.org.uk.

Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: _____ Date: _____

Please print name: _____