

## Service Level Agreement

This document sets out the basis on which the Chartered Institute of Library and Information Professionals (hereafter 'CILIP') will commission services from CILIP in Scotland (hereafter 'CILIPS'), an independently-registered legal entity (Registration No SCO38532) based in Scotland.

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### 1. Understanding

- 1.1. CILIP is the UK's information and library association, operating under Royal Charter to unite, develop and promote the interests of information professionals and librarians living and working in the UK.
- 1.2. CILIPS (formerly the Scottish Library Association) was formed in 1908 and affiliated with CILIP in 1931, retaining its own constitution and governance structure. It became a Scottish Charitable Incorporated Association (SCIO) on the 28<sup>th</sup> October 2016 (between August 2007 and October 2016 it was an Unincorporated Association).
- 1.3. CILIPS SCIO and CILIP work in affiliation governed by legal agreements dated 1931 and 1995, to support and represent CILIP members living and working in Scotland
- 1.4. Under the terms of this Service Level Agreement:
  - CILIP will retain such staff as it deems necessary for the delivery of the activities governed under this SLA, who will be deployed to work with CILIPS.
  - For the purposes of compliance and to ensure that the employment status of the deployed staff is unequivocal, CILIP will also register as a cross-border Charity in support of this SLA.
  - The annual programme of work to be delivered under the terms of this SLA is set out in Section 4 (below).
  - CILIPS SCIO will continue to deliver its own programmes and activities (for the agreed benefit of members in Scotland), funded and staffed independently of the activities governed under this SLA.
  - In recognition of the relationship of commissioner and delivery partner established under this SLA, CILIP will exclude (no longer consolidate) CILIPS finances from its annual accounts.
  - The CILIPS Trustee Board is responsible for the delivery of the activities governed under this SLA.
- 1.5. Prior to the date of commencement of this SLA, to ensure efficiency and effectiveness in the delivery of this SLA, CILIP Board will confirm to CILIPS SCIO that CILIP staff deployed in Scotland have equitable access with all other CILIP employees, to CILIP systems and that, where appropriate, CILIP will undertake to provide support and equipment for this purpose.

## 2. High-level principles

2.1 CILIP and CILIPS have discussed the following 'high level principles' which will inform the management of this SLA:

a) Distinct nature of Scottish representation

CILIP and CILIPS recognise the distinct constitutional, legal, educational and devolved political context in Scotland. CILIP commissions services from CILIPS to ensure that activities reflect and are appropriate to this distinct context.

b) Independence and affiliation

The Parties agree that legal advice received in 2014 clarified that CILIPS is a legally distinct organisation affiliated to CILIP, maintaining the status arising from the 1931 and 1995 Agreements.

c) Mutuality

The Parties recognise the mutual benefit for members in Scotland and elsewhere in the UK of a continuing relationship in which membership of CILIPS arises from membership of CILIP, maintaining recognition of mutual issues and principles in separate and distinct legal, political and educational environments.

## 3. Common aims for CILIP and CILIPS

3.1 CILIP and CILIPS share the common aim of delivering public benefit by improving the profile, recognition and status of the information and knowledge management and library professions.

3.2 The Parties share the following overall aims:

- Delivering value for members;
- Maximising efficiency;
- Promoting communication and collaboration;
- Increasing the impact of our work together;
- Sharing good practice;
- Sharing insight into future plans; and
- Agreeing financial arrangements

3.3 In addition, the Parties share the following intended outcomes for this SLA:

- Recognising and strengthening the parity of esteem between the Parties, including at Trustee and Presidential level, reflected in this SLA;
- Ensuring that CILIP members in Scotland continue to receive a high standard of support and representation about the issues that matter to them;
- Working together to ensure the delivery of all of the priorities and objectives set out in *Securing the Future*, the CILIP Action Plan 2016-2020, including working together to grow CILIP's membership base;
- Ensuring the respective roles of the Parties are understood by members and stakeholders;

- Enabling the Parties to work together on a common programme of activity and support while also pursuing their respective programmes and priorities independently where appropriate;
- Continuing to provide a strong advocacy voice for the information and library sectors;
- Agreeing a fair and cost-effective financial model for this SLA which reflects the needs and aspirations of CILIP members in Scotland

#### 4. Activities governed by this Service Level Agreement

Under this SLA, CILIP will commission from CILIPS the following activities:

Priority	Outcome	Activity	Due date
Advocacy*	<ul style="list-style-type: none"> <li>The reputation and profile of CILIP and CILIP in Scotland is enhanced as a positive, effective and influential independent voice for the profession and particularly for CILIP members in Scotland</li> </ul>	<ul style="list-style-type: none"> <li>Representation of the interests of CILIP members in Scotland by eg attending parliamentary committees, engaging with MSPs and councillors, publication of articles, blogs etc in various media outlets, responding to consultations, participation in sector debates, library related working parties and other stakeholder meetings</li> </ul>	<ul style="list-style-type: none"> <li>Per schedule in the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>Planning, delivery and evaluation of Scotland-specific campaigns to promote the interests of information and library professionals in Scotland (ensuring that CILIP is engaged in the planning process)</li> </ul>	<ul style="list-style-type: none"> <li>Per schedule in the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>Support for the planning, delivery and evaluation of the following CILIP quarterly Sales and Marketing and Engagement campaigns, ensuring these reflect and account for the distinct needs of CILIP members in Scotland:                             <ul style="list-style-type: none"> <li>Q2 'Higher Education' campaign</li> <li>Q3 'LKS in Health' campaign</li> <li>Q4 'Corporate sector' campaign</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Q2 campaign (April 2018)</li> <li>Q3 campaign (July/August 2018)</li> <li>Q4 campaign (by Nov 2018)</li> </ul>
		<ul style="list-style-type: none"> <li>Working with CILIP Sales and Marketing team to propose targeted sales and marketing activities and engagements to drive membership growth in Scotland</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>

		<ul style="list-style-type: none"> <li>Proactive engagement with CILIP in the planning, delivery and implementation of an annual <i>Libraries Week</i> campaign to promote engagement with information and library services including partnership work with public libraries on the Book Week Scotland Initiative</li> </ul>	<ul style="list-style-type: none"> <li>End Nov 2018</li> </ul>
		<ul style="list-style-type: none"> <li>Deliver event-based activities in support of the <i>Year of Young People 2018</i></li> </ul>	<ul style="list-style-type: none"> <li>Per the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>Continue campaign work in support of Scottish Library Services (including discussion and exchange of knowledge with the relevant CILIP staff)</li> </ul>	
		<ul style="list-style-type: none"> <li>Liaise with CILIP to ensure both parties are aware of each others' Awards programmes and that any overlap or potential conflict is accounted for in the planning process</li> </ul>	
		<ul style="list-style-type: none"> <li>Provision of regular updates, news and information pertaining to the interests of information professionals and librarians in Scotland, for inclusion in CILIP channels and communications, including <i>Information Professional</i></li> </ul>	<ul style="list-style-type: none"> <li>Per the annual copy date schedule</li> </ul>
<ul style="list-style-type: none"> <li>CILIP advocacy-related plans and activities reflect the distinct nature of the Scottish context and the needs and priorities of CILIP members in Scotland</li> </ul>	<ul style="list-style-type: none"> <li>Active engagement in the joint 'All CILIP' planning process (see below under 'Operations')</li> </ul>	<ul style="list-style-type: none"> <li>October/November 2018</li> </ul>	
	<ul style="list-style-type: none"> <li>Ongoing sharing of insight and intelligence about the sector in Scotland and developments relating to the interests of the information and library profession</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>	

<b>Workforce development</b>	<ul style="list-style-type: none"> <li>CILIP members in Scotland have full access to the range of CPD and Professional Registration support associated with their membership</li> </ul>	<ul style="list-style-type: none"> <li>Develop and deliver 2 Professional registration workshops, 1 mentor training event and 1 mentor exchange of experience with support from the relevant CILIP staff</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule in the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>liaise with the relevant CILIP leads to ensure that the interests of CILIP members in Scotland are represented in developments including the <i>Professionalism Review</i> and the <i>Apprenticeships</i> programme</li> </ul>	<ul style="list-style-type: none"> <li>Per the project plans for these activities</li> </ul>
		<ul style="list-style-type: none"> <li>Work in partnership with CILIPS SCIO to deliver an annual conference event (led by the CILIPS SCIO President) , providing opportunities for networking, CPD and skills development *see supplementary note – CILIPS Conference and Autumn Gathering</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule in the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>Continue to support the activities of Branches and Groups, encouraging their proactive participation in the CILIP Review of Member Networks (2018/19)</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedules in the CILIPS ADP and the CILIP ADP</li> </ul>
		<ul style="list-style-type: none"> <li>Partner the College Development Network in delivering the FE Learning Workforce Initiative</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule in the CILIPS ADP</li> </ul>
<b>Member services</b>	<ul style="list-style-type: none"> <li>CILIP members in Scotland feel that they benefit from a combination of direct representation in respect of the distinctive nature of the Scottish context and from representation as part of the wider CILIP membership</li> </ul>	<ul style="list-style-type: none"> <li>Continued provision of excellent customer service to CILIP members and potential members making enquiries via the CILIP in Scotland offices</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule in the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>Making use of <i>Your Membership</i> as the platform for member engagement and recruitment and <i>Informz</i> as the platform for member communications (subject to CILIP providing CILIP staff deployed in Scotland with log-ins and relevant training)</li> </ul>	

		<ul style="list-style-type: none"> <li>Ensuring that CILIP in Scotland events and activities are up-to-date in <i>Your Membership</i> for the benefit of CILIP members</li> </ul>	
		<ul style="list-style-type: none"> <li>Liaising with the relevant CILIP staff to ensure that member surveys and market research are carried out on a joint and mutually-agreed basis, including those which have a specific focus on members in Scotland and form part of the funded activities included in this SLA</li> </ul>	
		<ul style="list-style-type: none"> <li>Liaise with the relevant CILIP staff to publish a dedicated email newsletter for CILIP members in Scotland, to be delivered through <i>Informz</i></li> </ul>	
<b>Standards &amp; innovation</b>	<b>There are no specific programmes relating to 'Standards and Innovation' in the current year</b>		
<b>Operations</b>	<ul style="list-style-type: none"> <li>CILIP members in Scotland benefit from efficient and effective support for their democratic structures and activities</li> </ul>	<ul style="list-style-type: none"> <li>CILIP staff deployed with CILIP in Scotland will provide ongoing support and administration to the CILIP in Scotland member elected structures of governance including CILIPS SCIO Trustee Board, Council, Branches and Groups</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule in the CILIPS ADP</li> </ul>
		<ul style="list-style-type: none"> <li>CILIP staff deployed in Scotland will provide support for Branch delivery of events, training, professional registration, CPD opportunities and other networking activities</li> </ul>	
		<ul style="list-style-type: none"> <li>CILIP staff deployed in Scotland will ensure that CILIP CEO continues to receive all board meeting papers and associated AGM agendas and papers together with an open invitation to attend as set out in CILIPS Rules and Regulations</li> </ul>	

		<ul style="list-style-type: none"> <li>Ensuring that CILIP in Scotland's operations comply with the 'Digital First' Service Standard</li> </ul>	
		<ul style="list-style-type: none"> <li>Undertake a <i>Compliance Review</i> in anticipation of GDPR implementation</li> </ul>	
	<ul style="list-style-type: none"> <li>CILIP members in Scotland benefit from effective and meaningful representation in CILIP's plans, communications, campaigns and activities</li> </ul>	<ul style="list-style-type: none"> <li>Active participation in the 'All CILIP' planning process including: <ul style="list-style-type: none"> <li>An annual planning conference in October/November</li> <li>A mid-year review and prioritisation conference in July/August</li> <li>Ongoing participation in the 'All CILIP' SMT</li> <li>Ongoing liaison with the Campaigns and Awards Manager</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Per the 'All CILIP' framework</li> </ul>
	<ul style="list-style-type: none"> <li>CILIP is able to comply with its own requirements for audit, transparency and budget management in a timely and efficient manner</li> </ul>	<ul style="list-style-type: none"> <li>Providing such financial information on income and expenditure as may be required by CILIP to satisfy the requirements of the CILIP Auditors, Audit Committee and Director of Resources</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule of communications set out below</li> </ul>
	<ul style="list-style-type: none"> <li>CILIP is able to deliver a new organisational structure ensuring that it has appropriate skills and capacity to deliver on the goals in the Action Plan and Business Plan</li> </ul>	<ul style="list-style-type: none"> <li>CILIP staff deployed in Scotland will participate proactively in the <i>Transforming CILIP</i> programme, including the organisational design consultation and the subsequent structural development</li> </ul>	<ul style="list-style-type: none"> <li>Per the schedule in the project documentation</li> </ul>

## Supplementary Note re: CILIPS Conference and Autumn Gathering

CILIP in Scotland runs two annual events each year – the CILIPS Conference and an Autumn Gathering. The CILIPS Conference is a product of CILIP in Scotland and pre-dates this agreement with CILIP.

Under the provisions of this SLA, CILIPS will continue to run both of these events, which are led by the CILIPS President with support from volunteers. Some support is also provided by CILIP staff deployed to work with CILIP in Scotland.

In the event of a termination of this SLA, CILIP will consider provisions for annual events for CILIP members in Scotland.

### 5. Information and Communication

5.1 CILIP and CILIPS are committed to ongoing open, timely and effective communication in the management of the activities governed under this SLA.

5.2 To ensure this, we have agreed the following schedule of communications:

Board-level	<ul style="list-style-type: none"><li>• The CILIP Board and CILIPS Trustee Board will enjoy reciprocal rights to attend each others' meetings as an Observer (both parties retain the right to hold 'in camera' sessions where necessary/appropriate)</li><li>• The CILIP Chair and CILIPS Chair will speak on a regular (quarterly) basis to ensure ongoing oversight of the SLA, identify opportunities and address issues for resolution</li></ul>
Management	<ul style="list-style-type: none"><li>• The CILIP in Scotland Director will attend monthly 'All CILIP' Senior Management Team meetings (virtually or in person)</li><li>• The CILIP Chief Executive and CILIP in Scotland Director will also meet once a month for a regular scheduled catch up (virtually or in person)</li><li>• The CILIP CEO will continue to receive all CILIPS SCIO Board papers (including those for AGM) together with an invitation to attend CILIPS SCIO Board meetings in accordance with CILIPS SCIO Rules and Regulations</li><li>• As a member of the 'All CILIP' SMT, the CILIP in Scotland Director will receive copies of papers and minutes relating to SMT activities</li></ul>
Staff	<ul style="list-style-type: none"><li>• CILIP staff based in Scotland will liaise on an ongoing and regular basis with CILIP staff based elsewhere in the UK, including in the central office in London and with colleagues in Wales and Northern Ireland</li></ul>

5.3 Under this SLA, CILIP staff based in Scotland will make every effort to be a visible 'presence' for colleagues based elsewhere in the UK

## **6. Use of CILIP data and systems**

- 6.1 *Your Membership* is the GDPR-compliant Association Management software which CILIP uses to manage relationships with members. Informz is the linked email communications management platform which CILIP uses for all member communications. Use of *Your Membership* and *Informz* by CILIP staff deployed with CILIP in Scotland on activities governed under this SLA is a mandatory requirement.
- 6.2 CILIP staff deployed with CILIP in Scotland will access and use member data within *Your Membership* and *Informz* on behalf of CILIP for the purposes of the activities governed under this SLA. For this reason, there is no transfer of ownership of data from CILIP to CILIP in Scotland.

## **7. Finance & reporting**

- 7.1. For the sake of clarity, the financial settlement attached to this SLA covers only those elements not associated with staffing.
- 7.2. Staffing costs, including salaries and on-costs, associated with the fulfilment of this SLA will be covered by CILIP on the basis that the staff involved are CILIP employees under contract to CILIP and deployed with CILIP in Scotland.
- 7.3. The total additional funding allocation for this SLA in 2018 is £22,000 excluding VAT. These funds may be used solely for the purposes set out in this SLA.
- 7.4. Payment of this allocation is conditional on receipt of a quarterly invoice and report from CILIPS providing an update on the activities governed under this SLA, schedule and format to be agreed with the CILIP Director of Resources
- 7.5. This quarterly invoice and report should include a Statement of Financial Activities indicating how CILIP funds have been allocated to the activities governed by this SLA.
- 7.6. CILIPS may also be asked to provide such additional information in support of the CILIP audit as may be required by the CILIP Auditors in relation to the funding allocation in 7.3.
- 7.7. The CILIP and CILIPS Treasurers, supported by CILIP staff as appropriate, will undertake an annual Funding Review, not later than June, in order to establish an indicative financial arrangement for the subsequent year.

## **8. Staffing**

- 8.1. CILIP will retain such staffing capacity as is deemed necessary for the delivery of the activities specified under this Service Level Agreement.
- 8.2. CILIP staff involved in the delivery of this SLA will be deployed with CILIP in Scotland for the purposes of implementing the activities included in this SLA.
- 8.3. As employees of CILIP, those staff deployed in Scotland are, in common with all CILIP employees, subject to the policies (eg on GDPR and brand identity) and service conditions associated with the CILIP contract of employment.

## **9. Management of this SLA**

- 9.1. This Service Level Agreement is held by CILIP and forms the basis on which CILIP will commission services from CILIPS.
- 9.2. The SLA will be managed by the CILIP Chief Executive.
- 9.3. The Service Level Agreement will run annually and will be subject to review at mid point to facilitate a 6 month notice period if decision to terminate is activated.

## **10. Annual review**

- 10.1. In addition to the ongoing management of this SLA, CILIP and CILIPS will meet annually to review the delivery of the SLA, identify successes and areas for improvement and to agree actions to ensure that it continues to deliver the aims specified.
- 10.2. This review will include assessment to be completed jointly by CILIP and CILIPS with due consideration to:
  - Member satisfaction and value
  - External stakeholder satisfaction and value
  - The extent to which activities build capacity, drive new knowledge or innovation
  - Financial performance
  - Internal business & strategic drivers
- 10.3. A record of this review and any resulting actions will be agreed each year and made available to the membership in accordance with the principle of open communication

## **11. Termination**

- 11.1. In the event that the mid point review of performance against this SLA finds that the activities have either not been carried out to the standard specified by CILIP, CILIP retains the right to terminate this SLA subject to not less than six months written notice.
- 11.2. In the event that this SLA is terminated, CILIP will review the allocation of CILIP staff deployed with CILIP in Scotland and seek to re-deploy them elsewhere within CILIP.
- 11.3. In the event that this SLA is terminated, CILIP in Scotland will:
  - i) Call an EGM/AGM giving notice of formal dissolution of its 1931 affiliation agreement with CILIP, the 1995 agreement and to relinquish use of the CILIP brand;
  - ii) Seeking approval for a re-constituted, re-titled organisation
  - iii) Initiate with OSCR de-registration of CILIPS SCIO and re-registration with new title;
  - iv) Remove the name 'CILIP and CILIPS' from all branded materials both physical and on the Web;
  - v) Revert to CILIP all material, data, printed and electronic collateral and any other resources belonging to CILIP;
  - vi) Write to CILIP within 6 months of notification confirming that these actions have been carried out.

## **12. Representation**

- 12.1. CILIP and CILIPS are affiliated to each other and may from time to time make representation on one another's behalf in the execution of their respective responsibilities.

- 12.2. CILIP and CILIPS will use best endeavours to avoid bringing the reputation of the other into disrepute or otherwise causing unnecessary reputational risk to the other. Where an action is to be taken which may give rise to a material risk, both CILIP and CILIPS will undertake to inform the other and to discuss it with them prior to the action taking place.
- 12.3. Neither CILIP nor CILIPS may enter into legally-binding agreement or contract on the part of the other without their express prior consent.
- 12.4. CILIPS will ensure that branding, communications and messaging are consistent with the CILIP Brand Guidelines and house style

**13. Agreement**

- 13.1. This Service Level Agreement is brought into force by mutual agreement between the Parties, indicated by the following signatories:

**Signed on behalf of CILIPS:**

**Print name:**

**Date:**

**Signed on behalf of CILIP:**

**Print name:**

**Date:**