Board of Management

Agenda

Meeting reference: Board 2021-22/04
Date: Thursday 16 June 2022 at 5.00pm
Location: Boardroom (019)/Online
Purpose: Scheduled meeting

*   Denotes items for discussion/approval.
   Members should contact the Secretary in advance of the meeting if they wish to request an item be starred.

	Agenda Items	Author	Led by	Paper
1	Welcome and Apologies		Chair	
2	Additions to the Agenda		Chair	
3	Declaration of a Conflict of Interest in any Agenda Item		Chair	
*4	Minutes of the Board meeting held on Thursday 24 March 2022	Clerk	Chair	Paper 1
*5	Actions arising from previous minutes		Chair	Verbal
6	**Items for Approval**			
*6.1	Perth College Strategic Plan 2022-27	SMT	Principal	Paper 2
*6.2	UHI Partnership Agreement	UHI	Chair	Paper 3
*6.2	Perth College Budget 2022/23	Director of Finance	Director of Finance	Paper 4
*6.3	Perth College FFR 2021/22 & 2022/23	Director of Finance	Director of Finance	Paper 5
*6.4	Perth College Branding	Marketing Team	Vice Principal	Paper 6
*6.5	Tay Cities Deal – Hospitality Skills Project	Vice Principal	Vice Principal	Paper 7
*6.6	Meetings Schedule 2022/23	Clerk	Clerk	Paper 8

University of the Highlands and Islands
Perth College

	Agenda Items	Author	Led by	Paper
7	**Audits & Financial Reporting**			
7.1	Perth College Management Accounts to 30 April 2021	Director of Finance	Director of Finance	Paper 9
7.2	Audit Action Plan – summary update	Project & Planning Officer	Vice Principal	Paper 10
8	**Standing Reports**			
8.1	Chair's Report	Chair	Chair	Paper 11
8.2	Principal's Report	Principal	Principal	Paper 12
8.3	HISA Perth Report	HISA Perth	HISA Perth President	Paper 13
9	**Minutes of Board Standing Committees** *For the Board of Management to note.*			
9.1	Learner Experience Committee: 27 April 2022	Clerk	Chair – LEC	Paper 14
9.2	Chairs' Committee: 05 May 2022	Clerk	Chair – BoM	Paper 15
9.3	Strategic Development Committee: 16 May 2022	Clerk	Chair – SDC	Paper 16
9.4	AST Board: 19 May 2022	Clerk	Chair – AST	Paper 17
9.5	Finance & Resources Committee: 24 May 2022	Clerk	Chair – F&R	Paper 18
9.6	Audit Committee: 31 May 2022	Clerk	Chair - Audit	Paper 19
10	Date & Time of Next Scheduled Meeting • Thursday 20 October 2022 @ 5:00pm	Clerk		
11	Review of meeting (Committee to check against the Terms of Reference to ensure all competent business has been covered)		Chair	Paper 20

Board of Management

DRAFT Minutes

Meeting reference: Board 2021-22/03
Date and time: Thursday 24 March 2022 at 5.00pm
Location: Online

Members present: Brian Crichton, Chair of Board
Jim Crooks, Chair, Audit Committee
Craig Ritchie, Chair, Finance & Resources Committee
Graham Watson, Chair, AST Board
Michael Buchanan, Board Member
Heather Cormack, Board Member
Sheena Devlin, Board Member (until Item 8.3)
Jenny Hamilton, Board Member
Katrina Hodgson, Board Member
Ann Irvine, Board Member
Fiona Martin, Board Member
Debbie McIlwraith-Cameron, Board Member (until Item 8.4)
Margaret Cook, Principal & Chief Executive
Patrick O'Donnell, Staff Board Member
Todor Pavlov-Kennedy, Student Board Member
Miranda Landale, Co-opted Member, Learner Experience Committee
Derek Waugh, Co-opted Member, Finance & Resources Committee

In attendance: Barbara Nelson, Education Scotland (Item 2 only)
Lorenz Cairns, Depute Principal
Veronica Lynch, Vice Principal
Catherine Etri, Associate Principal
Iain Wishart, Director of Finance
Ian McCartney, Clerk to the Board of Management

Apologies: Andrew Comrie, Chair, Strategic Development Committee
John Dare, Staff Board Member

Chair: **Brian Crichton**
Minute Taker: Ian McCartney
Quorum: 10

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Item		Action
1.	**Welcome and Apologies** Chair welcomed everyone to the meeting, noted apologies, and introduced Barbara Nelson from Education Scotland who would be in attendance for Item 2	
2.	**Education Scotland Progress Report** Barbara Nelson, Education Scotland presented Paper 1 for the Board's information, noting that although the outcome noted was listed as "Satisfactory", given there were no caveats the outcome was very positive. Following a summary of the key points listed, the Report was opened for questions from Board Members. Chair queried whether expectations had been modified due to COVID. It was noted that context of each College was taken into account as no national picture was yet to emerge re local impacts of COVID – in Perth College's case, certain mitigations re COVID will have been made where appropriate, but this was also the case for the Cyber attack. Board Member asked whether attainment rates across the sector had been impacted by COVID. It was noted that approx. one third of Colleges had retained their previous levels of attainment rates with a very small number of improvers; the remainder were below previous levels. Board Member noted references to positive outcomes under hybrid delivery model, and queried whether there was any recommendation to retain hybrid delivery. It was noted that there will likely be a need to redefine engagement as more reports follow. Principal stated that the genie was now out of the bottle with regard to hybrid delivery and, while there is clearly a place for this approach, it is about ensuring Perth College gets the balance right for our Learners. Associate Principal added that we also need to take into account where challenges have been reported, eg group working and peer learning. Chair thanked Barbara Nelson for the overview and positive engagement, and commended SMT and staff for such a positive outcome given the difficult circumstances experienced over the last 2 years.	

3.	**Additions to the Agenda** There were no additions to the Agenda.	
4.	**Declaration of Interest in any Agenda Item** There were no declarations of interest.	
5.	**Minutes of Board of Management meeting, 13 December 2021** The minutes were **APPROVED** as an accurate record of the meeting, excepting typographical errors for correction.	
6.	**Minutes of Extraordinary Board of Management meeting, 07 March 2022** The minutes were APPROVED as an accurate record of the meeting.	
7.	**Matters Arising** Ref 2 – RBS Payment Processing Issues **Action 1**: Follow-up with RBS re instruction to change linked status of AST with Perth College **Action Update**: Complete **Action 2:** Review banking arrangements with RBS including possible introduction of payment limit on account to reduce risk of future overpayments **Action Update:** Complete. Principal continues to report progress to RSB on a monthly basis Ref 10.1 – Annual Health, Safety & Well-being Report **Action:** Invite Head of HR to report to next Committee cycle on actions being taken forward from Stress Survey **Action Update:** Complete. Some results returned were higher than normal, and an Action Plan is being developed.	
8.1	**Perth College Strategic Plan 2022-27** Principal presented paper 4, which consisted of the latest iteration of the Strategic Plan, which had undergone substantial changes largely around language as previously requested. As a result, the document presented focuses on the strategic narrative of the Plan rather than the KPIs, which will be developed during a Board Development session. Local teams will undertake operational planning for delivery of the Plan.	

	Board Member noted that the positive outcomes recorded in the Education Scotland report was not reflected in aims and ambitions, and that the Plan reads in places like key aspects of what the College are currently achieving aren't being done – more use of words like "continue", "expand", "strengthen" etc is suggested. Board Member noted the regular use of the word "excellence", which can mean different things to different stakeholders, so suggested defining the term or using an alternative. Board Member noted the substantive changes but expressed confusion about the relationship between vision and values with no definition of "culture", for example the front page refers to "core values" indicating a high level of importance, but these do not appear in the list of values; and common themes are mentioned but not explored. Depute Principal noted that the crossover of terms is as a result of 22 pages of feedback being received since the previous iteration of the Plan and SMT using "culture" whereas staff referred to the same items as "values". Board Member queried whether the regional context had been omitted from the latest version of the Plan. Depute Principal noted that the context statement had been heavily revised and some elements had been deemed not to be as relevant as others. Board Member suggested greater consistency of language re students and learning experience, as this would help alignment to UHI "Learning Means More" strapline. Principle concluded discussion by noting that all comments would be taken on board and reflected in the next iteration of the Plan. Subject to these amendments, the Strategic Plan was **approved in principle** by the Board of Management.	
8.2	**Standards Commission Code of Conduct** Chair referred Member to Paper 5, noting that approval was sought to adopt a template that was being presented to Boards of Colleges across Scotland. Board Member advised that, from a charity law perspective, this looked to be a fairly standard Code of Conduct with nothing controversial contained therein. Board **APPROVED** the adoption of the Standards Commission Code of Conduct as noted in Paper 5.	
8.3	**Extension to Voluntary Severance Scheme** Principle outlined reasons for coming back to Board re permissions	

	to extend Voluntary Severance scheme from 1st August, as noted in Paper 6. Student Board Member queried what were target numbers for this process. Principal noted that no targets had been set as individuals are invited to apply without restriction, however criteria were clear regarding applications being taken forward. Principal further noted that the scheme is open to all staff across the College. Board APPROVED the proposed extension to the Voluntary Severance Scheme as outlined in Paper 6.	
8.4	**AST Training Aircraft Acquisition** Chair AST summarised reasons behind Paper 7 being presented to Board. Chair reminded Board Members that the College did not receive Gift Aid from AST at end of last financial year to allow for greater investment in AST, such as this proposal. Chair AST noted the importance of the proposed investment in terms of updating the training facilities, that the acquisition will be managed within existing cashflow given exertion of due caution, and that the acquisition comes with the full support of AST Board. Chair of Finance & Resources also noted the full support of F&R. Board **APPROVED** the acquisition of a training aircraft as detailed in Paper 7. Chair BoM commended AST team in finding the aircraft and the deal struck in this regard.	
9.1	**Perth College Management Accounts to 31 January 2022** Director of Finance summarised Paper 8, noting that the indicated year-end surplus does not take into consideration the potential clawback of funds by SFC, which could total as much as £1.8m. Coupled with salary increases of approx. £400k and offset of savings in other areas, year end position is estimated to be close to break-even. Board **NOTED** Paper 8.	
9.2	**Audit Action Plan – summary update** Vice Principal provided a verbal update on the latest position around the Audit Action Plan and noted the proposal around future updates. Board were advised that 8 actions remain from the 116 detailed in the original Plan, of which only 1 remains outstanding from the UHI Action Plan.	

9.3	**Internal Audit Overpayment Report**	
	Vice Principal presented Paper 9 for information, noting that no concerns were reported and 3 areas for action were detailed. Vice Principle noted that, barring a monthly update to RSB re recovery of outstanding overpayments, the matter had now been satisfactorily concluded.	
	Board **NOTED** the report detailed in Paper 9.	
10.1	**Chair's Report**	
	Chair summarised key points of Paper 10.	
	Board **NOTED** the Chair's Report.	
	Chair additionally noted intention to extend current tenure by 2 years to allow appropriate time to recruit and induct a successor to coincide with reaching the approximate mid-point of the new Strategic Plan cycle.	
	Board expressed **unanimous support** for this position. Clerk would commence proceedings with RSB re gaining approval of UHI Court in a timeous manner.	
10.2	**Principal's Report**	
	Principal summarised key points of Paper 11.	
	Board **NOTED** the Principal's Report.	
10.3	**HISA Perth Report**	
	Student Board Member presented Paper 12, noting that all updates were highlighted in blue.	
	Student Board Member advised that HISA elections were now complete. A review of the elections process is being prepared and would be submitted to Board in due course.	
	Board **NOTED** the HISA Perth Report.	
11	**Minutes of Board Standing Committees**	
	Board **NOTED** the following minutes of Standing Committees:	
	• Strategic Development Committee, 27 January 2022 • Learner Experience Committee, 02 February 2022 • Chairs' Committee, 10 February 2022 • Extraordinary Joint Meeting of Finance & Resources & Audit Committee, 28 February 2022	

	- AST Board, 10 March 2022 - Finance & Resources Committee,14 March 2022 - Audit Committee, 16 March 2022 AST Chair advised that some potential good news regarding a significant contract opportunity may be forthcoming shortly. Chair of Audit noted that a new format for the Risk Register was being devised, and Exceptions Reports on the Register were being received whilst the new format was being developed to ensure ongoing scrutiny.	
12	**Date & Time of Next Meeting** Thursday 16th June at 5:00pm	
13	**Review of Meeting** Board confirmed that the meeting had been conducted in line with its Terms of Reference.	

Information recorded in College minutes are subject to release under the Freedom of Information (Scotland) Act 2002 (FOI(S)A). Certain exemptions apply: financial information relating to procurement items still under tender, legal advice from College lawyers, items related to national security.

Notes taken to help record minutes are also subject to Freedom of Information requests, and should be destroyed as soon as minutes are approved.

Status of Minutes – Open ☑

An **open** item is one over which there would be no issues for the College in releasing the information to the public in response to a freedom of information request.

A **closed** item is one that contains information that could be withheld from release to the public because an exemption under the Freedom of Information (Scotland) Act 2002 applies.

The College may also be asked for information contained in minutes about living individuals, under the terms of the Data Protection Act 2018. It is important that fact, rather than opinion, is recorded.

Do the minutes contain items which may be contentious under the terms of the Data Protection Act 1998?   **Yes ☐   No ☑**

Perth College UHI

Committee	College Board of Management
Subject	College Strategy 2022/23-2026/27
Date of Committee meeting	16/06/2022
Author	Margaret Cook, Principal & Chief Executive
Date paper prepared	07/06/2022
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose –Meetings were held with key data holders to identify possible KPIs and these proposals went forward to the December Board for endorsement. ii) Impact – iii) Course of Action –
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	The consultation process has been ongoing since November 2022 and has involved the following groups – • All staff • Students • External stakeholders
Action requested	☐ For information ☐ For discussion ☐ For endorsement ☒ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)

Perth College UHI

Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	The strategy itself does not have any direct resource implications, the implementation of the strategy through the annual operational planning process will have resource implications and these will be detailed through that process.
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	As above, the risk elements of the implementation will be detailed through the operational plans.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	This is the College Strategy for the next 5 years
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	Yes, attached.
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.
Island communities	No

Perth College UHI

Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non-confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

For how long must the paper be withheld? Click or tap here to enter text.

Further guidance on application of the exclusions from Freedom of Information legislation is available via:
http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp
and
http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

Perth College Strategy 2022/23 – 2026/27

V7– Final Draft

An Introduction to the New Perth College UHI Strategy

Perth College UHI is proud of the transformational impact we have on our students' lives and the service we provide to our community and beyond. We take great pride in the levels of inclusivity, support and nurturing of our students and the innovation, dedication, and professionalism of all our staff.

The college has a student-centred approach and everything we do is in synergy between the professional services and academic staff to support our students in their career, educational goals, and aspirations. Their identity, journey and success are interdependent and transformed by their learning experience.

As we enter a period of recovery after 2 years of unprecedented challenges from the Covid 19 pandemic, our aims and ambitions for the next 5 years are clear.

- We will continue towards our journey to excellence in all aspects of supporting/enhancing the learner experience and student wellbeing
- We will continue to adapt, innovate, and enhance our learning and teaching
- We will increase investment in, and empowerment of our staff, and their wellbeing; further promoting collaborative approaches to ensure all voices are heard and acted upon
- We will aim to address our challenges surrounding sustainability; social, economic, environmental, and financial through detailed planning and policy developments
- We will position ourselves to respond to local and national priorities, themes, and aspirations
- We will continue to play our full part within the UHI Partnership and work with partners to further develop the partnership, educational innovation and delivery, to the benefit of all of the communities within the regions.
- We will continue to collaborate with our UHI partners and others to further develop research and scholarship opportunities for our students and communities
- We will strengthen and improve our systems and processes to meet the evolving needs of our staff, stakeholders, and students to ensure our college is agile, effective and efficient, adding significant value to the learner experience
- Our culture will encourage diversity, social equality and inclusion, challenge bias and all inappropriate behaviours

This strategy sets out key objectives relating to our aims, and these are linked by the common themes of communication and collaboration, enabling all our staff, students, and stakeholders to contribute to the collective college vision as we continue to

pursue our journey to excellence. We recognise that this strategy is dynamic and will continue to evolve during the 5-year period as circumstances change, we will adapt.

Context

Perth College UHI delivers courses at the main campus in Perth and in secondary schools across Perth and Kinross. We support work-based learning across a wide area, as well as collaborating with UHI in the ongoing development of its use of digital technology, providing access to expertise and curriculum across Perth and Kinross, the Highlands and Islands and beyond.

The College has its main campus in the city of Perth which is located within 50 miles of 90% of Scotland's population, in the local authority of Perth and Kinross. The population of Perth and Kinross in 2021 was 151,900 a 0.1% increase from 2016. Unemployment rates are at 3.4% (below the Scottish average of 4.2%) and its 5-year business survival rate is higher than the Scottish average. The 2021 Annual Participation Measure showed that 93.6% of 16–19-year-olds were in education, employment or training and personal development. Perth College UHI is proud to serve the needs of its local area, as well as the wider Highlands and Islands Region and beyond.

Our strategic aims drive forward the Highlands and Islands Regional Outcome Agreement as well as ensuring full participation in Perth and Kinross Single Outcome Agreement measures and Community Planning priorities. The college works in partnership with relevant local and regional stakeholders to ensure the provision of relevant high-quality curriculum and sector engagement within the Regional Skills Assessment (RSA) area of Tayside, but also shares common overall goals with the RSA of the Highlands and Islands.

Areas in common include:

- The need to increase the quantity and quality of local jobs
- To create a culture of employer investment
- To meet the skills needs of employers, including a need for workplace progression routes and pathways
- A need for flexible skills provision

These common goals are reflected in the Highlands and Islands Regional Outcome Agreement (ROA).

The Tay Cities Deal incorporating Dundee, Angus, Perth and Kinross and North Fife, is taking forward regional investments to focus on inclusion, innovation and connectedness ensuring delivery of a smarter and fairer region. Within the Tay Cities Deal, the college is working on key projects in engineering, aviation, hospitality, creative industries, and digital resilience.

The college provides a broad curriculum base with access to study at SCQF levels 2 to 12 in areas of local, regional, and national need. Subjects are grouped into 4 sector areas (Business, Management, Computing and Leisure; Creative and Cultural Industries; Science, Technology, Engineering and Maths; Applied Life Sciences). The college also delivers a range of Modern Apprenticeship programmes supported by Skills Development Scotland (SDS), industry bodies and a range of commercial Vocational Qualifications (VQ).

School-college partnership provision is linked to relevant vocational pathways, and includes Foundation Apprenticeships in Business, Creative and Digital Media, Early Years, Engineering and Health Care.

Perth College UHI delivered 22,566 credits in 2020-21 contributing 23.5% to our delivered regional total. The success of our students continues to be above the sector benchmark, 67% against 65.7% respectively for Further Education (FE) full-time and 80.6% against 78% respectively for FE part-time.

Staff full time equivalent numbers are 343 as at July 2021.

Regional Context

Perth College UHI is one of the largest partners in the University of the Highlands and Islands (UHI).

The University of the Highlands and Islands partnership is the main provider of post-compulsory education provision in the Highlands and Islands, Perth and Kinross and Moray regions and is contracted through the Regional Outcome Agreement negotiated with the Scottish Funding Council to deliver in excess of 112,382 further education fundable credits annually. The regional partnership has developed an extensive apprenticeship offer that provides work-based learning pathways from Foundation Apprenticeships offered in the senior phase through to Graduate Apprenticeships funded through Skills Development Scotland, as well as working directly with employers to deliver bespoke training on a commercial basis.

Prior to the Covid-19 pandemic, the region routinely exceeded student activity targets and surpassed many sector benchmarks of performance. The latest published key performance indicators, 2019-20, demonstrates high success rates for our full-time students with 67% having a successful outcome in comparison to the sector which is 65.7%. We also continue to see high success rates for our part-time students with 80.6% having a successful outcome in comparison to the sector which is 78.0%.

College Sector context

The impact of Scottish colleges realises the Scottish Government ambitions of supporting learners, widening access to education, closing the attainment gap, and providing a platform of skills provision for truly inclusive growth.

Scottish Colleges were already facing a series of cost pressures prior to the impact of COVID-19, including increasing pressures from cost of living pay awards, employers' pension contributions, maintaining the college estate and the UK's exit from the European Union.

As highlighted by Audit Scotland in its Scotland's Colleges 2020 report, the deficit gap between colleges' total income and expenditure has grown to £54 million. This is forecast to continue due to costs outwith the sector's immediate control, such as pensions and depreciation of assets.

Robust long-term financial planning by colleges will be critical to achieving financial sustainability and to deliver balanced budgets in the future.

College Vision

To empower our learners to achieve their full potential through a transformational student experience

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Excellence in Learning and the Learner Experience

College Growth and Ambition

Partners and Collaboration

Sustainability

Values

Student Centred - Innovative – Ambitious – Respectful - Inclusive – Collaborative
We will act with integrity in everything we do.

Strategy Map

Excellence in Learning and the Learner Experience

The Learner Experience
Co-Creative and Progressive Curricula
Industry Focused
Academic Partnerships
Research and Scholarship

College Growth and Ambition

Our Culture
Our Staff
Our College
Our Ways of Working
Digital Transformation

Partnerships and Collaboration

Relationships
Commercial Enterprise and Innovation

Sustainability

Financial Management
Reinvestment Planning
Environmental Sustainability

Excellence in Learning and the Learner Experience

Strategic Objective 1 – The Learner Experience

We will work in partnership with HISA (Highlands and Islands Student Association) and proactively engage with the learner voice, to ensure that all of our learners have access to exceptional student services that support their education and their wellbeing, together with a distinctive and sector leading experience. Our learners will be empowered, supported and inspired to positively shape and influence their learning experiences to prepare them for the world of tomorrow.

Strategic KPIs – Reporting to SFC and College Board

1. Raising awareness and promoting health and student wellbeing/safety by ensuring staff have the skills and knowledge to respond effectively to the range of student circumstances, experience and aptitudes – Increase participation rates by 10 over 5 years

2. Increasing retention, attainment, achievement, progression and student satisfaction to sector leading levels before 2027.
   Increase student retention (over 5 years)
   FE by 7% (to 80%)
   HE by 5% (to 92%)
   Increase student progression (over 5 years)
   FE to HE by 13% (to 85%)
   Increase student achievement (over 5 years)
   FE by 12% (to 74%)
   HE by 9% (to 80%)

3. Increase Student satisfaction:
   Early Student Experience Survey (ESES)
   FE by 2% (to 98%) over 5 years
   HE by 7% (to 98%) over 5 years
   Student Satisfaction and Experience Survey (SSES)
   FE by 6% (to 98%) over 5 years
   HE by 9% (to 98%) over 5 years

4. Increase student response rates to learner surveys:
   Early Student Experience Survey (ESES)
   FE by 20% (to 60%) over 5 years
   HE by 10% (to 70%) over 5 years
   Student Satisfaction and Experience Survey (SSES)
   FE by 13% (to 65%) over 5 years
   HE by 20% (to 60%) over 5 years

5. Increase proportion of classes with a Student Voice Representative FE and HE
   By 20% (to 60%) over 5 years

6. Increase the number of Student Forums
    By 20% (to 80%) over 5 years

   Qualitative Measures
7. Our student experience will offer transformational opportunities, we will continue to enable our learners to:
   - challenge and question what they believe to be true
   - be open to change and interpret information more critically
   - consider pursuing options for advancement that they instinctively or historically considered impossible
   - bring their perspectives to the learning environment to influence and enhance their learning experience
   - apply their skills and knowledge in real-world practice and challenge strongly held beliefs and opinions
   - recognise observable differences, from before, during and on completion of the learner journey.

Excellence in Learning and the Learner Experience

Strategic Objective 2 - Co-Creative and Progressive Curricula

We will co-create and co-develop inclusive, coherent tertiary education opportunities in partnership with our learners and stakeholders to expedite sector leading achievements in learning and teaching. Our curriculum will be innovative, delivering effective and highly successful learner journeys which promote skills for learning, life and work.

Strategic KPIs

1. Strengthen and develop an agile, innovative and dynamic portfolio with pathways that respond to the regional and Scottish Governments priorities and key sector needs.
   - Continue to annually review the curriculum portfolio and increase overall redesign of our courses by 25% (to 75%) over 5 years.

2. Informed by industry, increase the number of **digitally enabled innovative pedagogies (DEIP)** which respond more dynamically to current and future learner needs.
   - Continue to increase the number of courses using DEIP by 35% (to 95%) over 5 years.

Excellence in Learning and the Learner Experience

Strategic Objective 3 - Industry Focused

We will work in collaboration with our industry partners and evolve strategic relationships to ensure that our curriculum is responsive and meets the needs of employers.

Strategic KPIs

Increase percentage of courses adapted in response to employer feedback – from 50% to 70%, over 5 years

Excellence in Learning and the Learner Experience

Strategic Objective 4 - Academic Partnerships

We value our UHI partnership and will play a key role in our shared strategic goals. We will create synergy and ensure the best outcomes for our staff and learners through collaborative partnerships, nationally and internationally.

Strategic KPIs

Value/leverage (£) by partnership (margin/revenue – College overhead recovery +1% by year 5)

Excellence in Learning and the Learner Experience

Strategic Objective 5 - Research and Scholarship

We will embed a culture of research and scholarship that will enhance our capacity to maintain and develop the delivery of high impact outputs and inform a high-quality learning experience.

Supporting KPI

Increase numbers of members of staff leading projects/knowledge transfer (KT) with research time allocated to 12 over 5 years (from 6 members of staff in 2022/23)

Supporting measures
- Research funding generated
- 20% Successful bids/bids submitted increasing 2% pa
- IP protected and 10% commercialised increasing to 20% by year 5
- No of professorships gained – 2 in 5 years

College Growth and Ambition

Strategic Objective 1 – Our Culture

Through embedding our values into everything we do; we will develop a culture that is inclusive and drives the high-performance behaviours to enable us to advance our journey to excellence.

Strategic KPI

1. Staff survey results from 2021 are improved in for the following areas over the next 5 years (next survey to take place in 2024)
   - Staff have a clear understanding of the College's values.
     Increase to 90% (2021 result 72%)
   - Values of the College are relevant to my work.
     Increase to 90% (2021 result 76%)

2. Monthly initiative around one of the values

College Growth and Ambition

Strategic Objective 2 - Our Staff

Our staff are the foundation of the learner experience. Through a shared sense of purpose, we will engage with and develop our staff to empower them, actively enhance their opportunities to reach their full potential and support their resilience and wellbeing. We will cultivate an empowered, agile, and creative staff body that will be responsive to our local and national educational priorities and challenges.

Strategic KPI

Staff survey results from 2021 are improved on for the following areas (next survey to take place in 2024)

- I believe the College support the health and wellbeing of staff
  Target 80% - current 54%
- I am kept informed about what is happening in the College
  Target 85% – current 71%
- The leadership team provide clear direction and guidance
- Target 80% - current 42%
- Through the Professional Review process, I feel my training needs and ambitions are discussed, identified and actioned where possible -Target 80%- current 64%

College Growth and Ambition

Strategic Objective 3 - Our College

We will promote our reputation positively to showcase our outstanding learner experience, reputation, and the benefits of engaging with Perth College UHI in our local community, regionally, nationally and internationally. We will celebrate our strengths and successes and work collaboratively to develop our talents to meet the challenges of the future.

Supporting KPI

Increase the percentage of positive coverage (regionally, nationally, internationally) to 80% by year 5

College Growth and Ambition

Strategic Objective 4 - Our Ways of Working

We will work positively and proactively to ensure we strive for high quality outcomes and smarter ways of working to benefit our learners, staff and communities.

We will continuously enhance and improve our systems and processes. This will address our evolving ambitions to ensure we are innovative, agile, and distinctive in the way we add significant value to our learners, staff and communities.

Strategic KPI

Efficiency/time saved (days/hours/minutes)

Supporting Measures

Creation of an Effectiveness and Efficiency Development Strategy

Number Services/ Processes Improved - right first time

July 2023 – 4

July 2024 – 8

July 2025 – 12

College Growth and Ambition

Strategic Objective 5 - Digital Transformation

We will optimise our digital capability to ensure excellence in learning, the (business) growth of the college and our commitment to sustainability.

Supporting KPI

Percentage staff/learners with improved Digital Skills (baseline +10% pa)

Enabling actions

Identify digital competence framework for each job role – baseline created

- Digital JISC competence tool completion by staff and students
  50% by July 2023
  75% by July 2024
  90% by July 2025

- Develop Maker Spaces/Innovation Hubs to enable staff to improve their digital capability

Partnership and Collaboration

Strategic Objective 1 - Relationships

We will continue to grow our reach and influence and strengthen our strategic relationships to ensure responsiveness and provide significant mutual benefits to our community, staff, learners and stakeholders.

Supporting KPIs
1. Percentage strategic partnerships v proportion of external engagements – increase from 5% by 1% pa
2. Percentage learner/customer satisfaction with overall quality of courses – 97% over 5 years

Partnership and Collaboration

Strategic Objective 2 - Commercial Enterprise and Innovation

We will maximise the benefits of our commercial, international and research opportunities to enable investment in projects that improve the learner experience. We will reduce reliance on core grant funding by ensuring our commercial businesses deliver an acceptable level of return.

Strategic KPI

Commercial AOP / Commercial Income (per college area) – Gross Overhead +1% by Year 5

Sustainability

Strategic Objective 1 - Financial Management

Change happens quickly, so we need to have more information on the potential impact on our financial performance from our internal direction and external environment. To this end we will further develop our financial management information to be more future focused and support decision making.

Strategic KPI

Enhancement of financial forecasting:

Year 1- Budget plus one financial forecast.

Year 2 - budget plus two financial forecasts.

Year 3 - budget plus three financial forecasts.

Year 4 - rolling forecasts.

Sustainability

Strategic Objective 2 - Reinvestment Planning

We will aim to have a proportion of income set aside each year for development projects that enhance the learner experience. We will do this through managing our operational costs more effectively.

Strategic KPI

At the end of the strategic cycle (assuming 5 years) we will have the following cost/income ratios.

1. Staff Cost / Income 70%
2. Non-Staff Cost / Income 21%
3. Investment Cost / Income 5%

Sustainability

Strategic Objective 3 - Environmental Sustainability

The college is committed to embedding environmental sustainability into all of our activities to lessen our impact on the environment.

Strategic KPI

Percentage gross carbon footprint reduction – 2% pa (10% over 5 years)

Appendix
Aligned College Strategies

1.   International Strategy 2019-24
        Learning and Teaching Strategy*

2.   International Strategy 2019-24
        Business Development Strategy
        ICT and Digital Transformation Strategy
        Estates Strategy*
        Learning and Teaching Strategy*

3.   International Strategy 2019-24
        Business Development Strategy

4.   International Strategy 2019-24
        Research and Scholarship Strategy*

5.   International Strategy 2019-24
        Research and Scholarship Strategy*
        Learning and Teaching Strategy*
        ICT and Digital Transformation Strategy

6.   People Strategy * *
        Communications Strategy*
        ICT and Digital Transformation Strategy

7.   People Strategy * *

ICT and Digital Transformation Strategy

8.   International Strategy 2019-24
    Business Development Strategy
    Communications Strategy*
    ICT and Digital Transformation Strategy

9.   ICT and Digital Transformation Strategy

    Effectiveness and Efficiency Development Strategy*

10.   ICT and Digital Transformation Strategy
    Business Development Strategy
    Estates Strategy*

11.   International Strategy 2019-24
    Business Development Strategy
    Development Trust Strategy
    Research and Scholarship Strategy*

12.   International Strategy 2019-24
    Business Development Strategy

13.   International Strategy 2019-24
    Business Development Strategy
    Estates Strategy*
    Development Trust Strategy

14.   Financial Strategy*
    International Strategy
    ICT and Digital Transformation Strategy

Estates Strategy*
Business Development Strategy
Development Trust Strategy

15.   ICT and Digital Transformation Strategy
Environmental Strategy*
Estates Strategy*
Learning and Teaching Strategy*

* under development
** due for development

National Strategies

1.   [Skills: shared outcomes framework](#)
[Putting Learners at the Centre: Towards a Future Vision for Scottish Education](#)

2.   [Skills: shared outcomes framework](#)
[Putting Learners at the Centre: Towards a Future Vision for Scottish Education](#)

3.   [Skills: shared outcomes framework](#)
[Scotland's National Strategy for Economic Transformation](#)
[College Sector Statement of Ambition 2021 to 2026](#)

4.   [UHI Daring to be Different Strategy](#)
[Scotland's National Strategy for Economic Transformation](#)
[CDN International Ambitions](#)
[College Sector Statement of Ambition 2021 to 2026](#)

5. Research Excellence Framework
   SFC Knowledge Exchange and Innovation

6. Perth and Kinross Economic Wellbeing Plan 2020-28
   Scotland's National Strategy for Economic Transformation

7. Perth and Kinross Economic Wellbeing Plan 2020-28
   Scotland's National Strategy for Economic Transformation

8. Tay Cities Region Economic Strategy 2019-2039
   Scotland's National Strategy for Economic Transformation
   Colleges International Ambitions
   College Sector Statement of Ambition 2021 to 2026

9. Digital Ambition for Scotland's Colleges
   Jisc FE and Skills Strategy 2020-2023
   Tay Cities Region Economic Strategy 2019-2039
   Scotland's National Strategy for Economic Transformation

10. Our Digital Ambition for Scotland's Colleges
    Jisc FE and Skills Strategy 2020-2023
    Tay Cities Region Economic Strategy 2019-2039
    Scotland's National Strategy for Economic Transformation

11. Perth and Kinross Economic Wellbeing Plan 2020-28
    Tay Cities Region Economic Strategy 2019-2039
    Scotland's National Strategy for Economic Transformation

12. Tay Cities Region Economic Strategy 2019-2039
    Scotland's National Strategy for Economic Transformation

SFC Coherence and Sustainability Review

13. Tay Cities Region Economic Strategy 2019-2039
Scotland's National Strategy for Economic Transformation
SFC Coherence and Sustainability Review

14. Tay Cities Region Economic Strategy 2019-2039
Scotland's National Strategy for Economic Transformation
SFC Coherence and Sustainability Review

15. Scotland's Climate Change Plan
Climate Emergency Skills Action Plan
Scotland's National Strategy for Economic Transformation
SFC Coherence and Sustainability Review

Full Equality Impact Assessment Form (Full EIA)

Introduction:

- It is the responsibility of the lead for the change to complete the Rapid EIA and this Full Equality Impact Assessment and ensure the correct and inclusive engagement and evidence review process.

- A Rapid Impact Assessment should be completed first with the Full Equality Impact Assessment being completed should the Rapid EIA indicate a prospective risk (negative impact).

- All drafted Equality Impact Assessments should be submitted to the Equality, Diversity and Inclusion Adviser (pc.equality.perth@uhi.ac.uk) to secure validity of conclusions and recommendations, for monitoring purposes, quality assurance, governance and scrutiny and to ensure communication and developing equalities evidence.

- The role of the Equality, Diversity and Inclusion Adviser in the EIA process is also to provide information, advice and support to the leads responsible for the EIA from the beginning to completion of the process, where required.

- The EIA is a mandatory process, as per the "Approval process for Cross College Strategy, Policy and Procedure"[1], and is an integral part of it. Please ensure you are familiar with the above document to fully understand the responsibilities and the processes associated with equality impact assessments.
  The "Approval process for Cross College Strategy, Policy and Procedure" can be found here: https://www.perth.uhi.ac.uk/t4-media/one-web/perth/about-us/policies-regulations-and-guidelines

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Full Equality Impact Assessment Form (Full EIA)

University of the Highlands and Islands Perth College

Curriculum Area/Service/Sector:	Perth College UHI
Name of Policy/Practise/Service being assessed:	Perth College UHI Strategic Plan
EIA completed by:	Dr Margaret Cook
Name(s) and Job Title(s):	Principal & Chief Executive
Email and Telephone:	margaret.cook.perth@uhi.ac.uk
Date of the Full EIA Assessment:	30 May 2022
Date of Rapid EIA Assessment/Screening:	

Guidance notes have been provided in italics for each question: please delete these notes once you have completed the questions.

SECTION A

*To be completed by **the person responsible for change** or nominated individual on their behalf.*

1. **Has the policy/practice/service been subject to an EIA previously?**
    To add an 'X' to a checkbox: double-click on the box, under 'Default value' select 'Checked', then click 'ok'.

    Yes ☐   **No** ☒

    If 'yes', please provide a brief description of key changes since the last Full EIA.

2. **What is the purpose of the policy/practice/service?**

    This document is the Strategic Plan for the College as a whole for the next 5 years.

    The Strategy will be supported by the annual operational planning process.

3. **Are there any other policies, procedures, guidance documents, working groups etc that will interact with the policy/practise/service?**

> This document sets out the strategic level plans for the College and will be followed up by operational plans which will be subject to separate EQIA's.
>
> The Strategy and the annual Operational Plans will direct all of the activity of the institution over this period.

4. **What evidence has been considered in the development of this policy/practise/service?**

> Tay Cities Region Economic Strategy 2019-2039
> Scotland's National Strategy for Economic Transformation
> SFC Coherence and Sustainability Review
> Scotland's Climate Change Plan
> Climate Emergency Skills Action Plan
> Perth and Kinross Economic Wellbeing Plan 2020-28
> Our Digital Ambition for Scotland's Colleges
> Jisc FE and Skills Strategy 2020-2023
> Colleges International Ambitions
> College Sector Statement of Ambition 2021 to 2026
> Skills: shared outcomes framework
> Putting Learners at the Centre: Towards a Future Vision for Scottish Education
> Research Excellence Framework
> SFC Knowledge Exchange and Innovation
> 2021 Annual Participation Measure
> Scotland's Colleges 2020

5. **Who has been consulted in the development of the policy/practise/service or the proposed change?**

> The following groups of staff/students/external stakeholders were consulted –
> - All staff have been given the opportunity to contribute to the strategy development process on at least 4 occasions with further opportunities for written/on-line feedback
> - Students were also given the opportunity to comment through Student Representative Council and through the HISA representatives on the Board of Management and its Committees. There were also opportunities for on-line feedback

- External Stakeholders were consulted through the same on-line process as staff and students
- The Board of Management went through the same process as staff and have also considered the draft documents at its meetings in cycles 3 & 4.
- The TU's were consulted jointly using the same process as other groupings

6. Who does the policy/practise/service affect?

The Strategy will impact on all staff/students/external stakeholders and more broadly the wider community.

7. Who implements the policy/practise/service, and what steps will be taken to ensure its effectiveness and consistent implementation?

The College SMT will have ultimate responsibility for the implementation of the strategy through the operational planning process, this process will be carried out on an annual basis and will be monitored by SMT and the Board.

The operational plans will be subject to an EQIA and any changes to policy/procedure required as a result of this development will be consulted on and subject to an EQIA as per our normal requirements.

8. What impact, either potential or actual[i], is the policy/practise/service likely to have on the following protected characteristics?

Please consider in the context of Scottish Public Sector Equality General Duties to:

- *Eliminate discrimination*
- *Ensure equality of opportunity between all Equality Groups*
- *Foster good relations between all Equality Groups*

Do changes either implicitly or explicitly affect the College's ability to meet these duties, either positively or negatively?

To add an 'X' to a checkbox: double-click on the box, under 'Default value' select 'Checked', then click 'ok'.

Full Equality Impact Assessment Form (Full EIA)

University of the
Highlands and Islands
Perth College

Protected Characteristic [ii]	Positive Impact[iii]	Negative Impact[iv]	Neutral Impact [v]	Unclear Impact[vi]	Please explain the Impact, Potential or Actual, for each Characteristic
Age	☒	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Disability	☒	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Gender reassignment	☒	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.

Full Equality Impact Assessment Form (Full EIA)

University of the
Highlands and Islands
Perth College

Marriage and civil partnership	⊠	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Pregnancy and maternity	⊠	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Ethnicity	⊠	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Religion or belief	⊠	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy.

Full Equality Impact Assessment Form (Full EIA)

University of the Highlands and Islands
Perth College

					Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Sex	☒	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Sexual Orientation	☒	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner Experience objectives, KPI's and supporting measures.
Carers*	☒	☐	☐	☐	Potential positive impact through the stated values of being respectful, inclusive and collaborative and the stated aims and ambitions within the introduction of the strategy. Through the implementation of the strategy 'College Growth & Development' and Excellence in Learning and the Learner

Full Equality Impact Assessment Form (Full EIA)

University of the
Highlands and Islands
Perth College

					Experience objectives, KPI's and supporting measures.

*protected from discrimination by "association" with looked after person's older age and/or disability.

Full Equality Impact Assessment Form (Full EIA)

University of the
Highlands and Islands
Perth College

9. **If any answers are 'negative' can this be justified on the basis of a legal requirement?**

     Yes ☐   **No** ☐

     If 'yes', please explain:

     | |
     | |

     If 'no', what can be done to remove or minimise the negative impact?

     | |

10. **More generally, is there anything that could be done in terms of the content and/or implementation of this policy/practise/service to improve the positive impact?**

     The potential for positive impact on the protected characteristics will mainly occur through the operational planning process that will implement the College's values including being 'respectful, inclusive and collaborative', the related aims and ambitions stated within the Strategy Introduction and relevant strategic objectives, KPI's and supporting measures.

If you have identified any unclear or negative impact, please don't hesitate to contact the Equality, Diversity and Inclusion Adviser: pc.equality.perth@uhi.ac.uk to secure its early involvement and timely advice, guidance and/or action.

Please email this form for further processing and final approval to: **pc.equality.perth@uhi.ac.uk**. The EIA author's name will be published on the Equality & Diversity website as the contact for any queries about the document. Therefore please ensure that you retain a copy of the form for your own records and that the final EIA Form is fit for public viewing as people could contact you directly to request to view the form.

Please indicate and describe below any specific deadline the policy is subject to eg approval by SMT/Board of Management/another committee:

The Strategy will be considered by the Board of Management on 16 June 2022.

Full Equality Impact Assessment Form (Full EIA)

University of the Highlands and Islands
Perth College

If the policy/practise/service is being submitted to another committee/panel/board/team for consideration:

SMT and the Board of Management are aware of the need for equality considerations when making decisions and recommendations and will expect to see a completed 'Equality Considerations' statement (see overleaf) on all policy documents submitted, to demonstrate that an EIA has been carried out and to inform them of the outcome.

Equality Considerations
(Please tick either option 1 or option 2 and other boxes that apply, and elaborate further)

1. The following is a summary of the Equality Analysis of **[policy/practise/service]** dated **[dd/mm/yy] [insert the date below]**:

Perth College Strategy 2022/23-2026/27

    (a) All protected characteristics were considered as part of the analysis. ☒

    (b) The following potential or actual negative impacts were identified: **[describe which characteristic(s) and in what way]** ☐

    (c) The following potential or actual positive impacts have been identified: **[describe which characteristic(s) and in what way]** ☒

Potential positive impact – Age, Disability, Gender Reassignment, Sex, Sexual Orientation, Religion or belief, Ethnicity, Marriage or Civil Partnership, Pregnancy and Maternity and Carers.   The potential for positive impact on the protected characteristics will mainly occur through the operational planning process that will implement the College's values including being 'respectful, inclusive and collaborative', the aims and ambitions stated within the Strategy Introduction and the strategic objectives, KPI's and supporting measures.

    (d) Neutral impacts have been identified for the following characteristic(s), and therefore it is our view that the policy will not have a positive or negative impact compared to others: **[describe which characteristic]** ☐

    (e) Unclear impacts have been identified for the following, and therefore:
    1) it is unclear what the impact of the policy could be:
        [describe which characteristic(s)] ☐

OR

    2) Mixed impacts for the same characteristic are possible: **[describe which characteristic(s) and in what way]** ☐

(f) As a result of this assessment, the following amendments/changes have been made: **[summarise change(s) made if applicable]** ☐

    OR

(g) This assessment did not identify any equality issues which need to be addressed. ☒

2. An EIA is currently being undertaken, and SMT will be informed should any issues that require their attention arise.

SECTION B
*To be completed by **Equality, Diversity and Inclusion Adviser.***

Date of Feedback: 01/06/2022

B1. Is the policy/practise/service being reviewed considered to have a negative impact on those   individuals with any protected characteristic(s)?

No

B2. Is the policy/practise/service considered to demonstrate a positive impact on those individuals with any protected characteristic?

Yes

B3. Could anything be done in terms of the content and/or implementation of this policy/practise/service to remove any negative impact and/or improve the positive impact?

The Strategy details a number of aims, ambitions, objectives and supporting measures that could potentially positively impact the protected characteristics under the Equality Act. The potential for positive impact on the protected characteristics will mainly occur through the operational planning process that will implement the College's values including being 'respectful, inclusive and collaborative', the aims and ambitions stated within the Strategy Introduction and the strategic objectives, KPI's and supporting measures.

Through monitoring of the relevant KPI's and annual review of the operational planning process a greater understanding will be gained on the actual positive impact of the strategy on protected characteristics.

Operational plans and their related EQIA's will detail in greater depth actions that can be taken to improve the positive impact of the strategy on protected characteristics and how it is implemented.

B4: Additional equality related comments about the policy/practise/service or the content of the completed Equality Analysis Form:

None at this stage.

B5: Other comments:

None.

Full Equality Impact Assessment Form (Full EIA)

University of the
Highlands and Islands
Perth College

SECTION C

*To be completed by **policy holder** or nominated individual on the policy holder's behalf to respond to Section B and record final outcome.*

Please use this space, if applicable, to respond directly to any questions raised in Section B:

| |
| |

If required, please provide details of any action required to improve the positive impact or remove any negative impact of this policy/practise/service by completing the EIA Action Plan below (this may include actions suggested by you on the EIA Form or actions suggested via feedback from consultation):

EIA Action Plan

Issue/Change Identified	Action Required	Responsibility and Timescale	How Progress will be Monitored
Operational Planning Process	EQIA of operational plans As part of annual review process look at the impact of implementation in relation to protected characteristics.	Those conducting operational planning process. SMT/Board of Management to ensure this is completed. To be completed alongside operational plans and annual review process.	Completion of EQIA's. Operational plan/strategy annual report/review.

Feedback Considered and Section C Completed by:	
Name(s) and Job Title(s):	Dr Margaret Cook Principal & Chief Executive
Date:	02/06/2022

Once completed please return to pc.equality.perth@uhi.ac.uk. This concludes the Full Equality Impact Assessment analysis process.

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[i] *A **potential impact** is an effect which could happen as a consequence, indirectly or as an unintended outcome, of the policy; an **actual impact** is an effect which is highly likely to occur as a result of the policy, or an effect which the policy specifically aims to create.*

This EIA form was designed to meet statutory requirements to consider evidence and take prospective action to minimise negative differentiation. Any feedback should be sent to pc.equality.perth@uhi.ac.uk

Full Equality Impact Assessment Form (Full EIA)

University of the
Highlands and Islands
Perth College

Perth College UHI

Paper No. 3

Subject	UHI Partnership Agreement
Author	Brian Crichton
Date paper prepared	06/06/2022
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose – Discussion of final version UHI Partnership Agreement. ii) Decision on sign off. iii) Decision to be communicated by Chair PC UHI BOM to secretary of Court The appended final draft of Part Two of the Partnership agreement was discussed at Chairs Committee 05/05/22 and referred to Board for discussion. Part One of the Partnership Agreement is not controversial and has been agreed by all academic partners as fit for purpose. Part Two however raises some fundamental issues from the Academic Partner perspective. View from Chairs' discussion is that despite substantial progress in comparison to the original draft of Part Two the agreement still falls short: - It is one-sided and lacks mutuality with respect to mechanisms and processes for EO i) to justify budget, ii) to demonstrate delivery and value for money. - Makes no commitment to a revised method of EO budget generation despite the continuing challenges to financial sustainability being experienced by all partners. - Adds little of substance and many constraints for Academic Partners who already have to meet the stringent requirements of the Regional Outcome Agreement and Financial Memorandum. The board is invited to discuss the agreement and decide on whether or not it PC UHI should become a signatory.

Perth College UHI

Consultation Please note which related parties, stakeholders and/or Committees have been consulted	Discussed widely across UHI partnership, and internally at PC UHI Chairs committee.
Action requested	☐ For information ☒ For discussion ☐ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	No
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	PC UHI signs off on Regional Outcome Agreement and Financial Memorandum as do all other Colleges in the Sector. Not clear that this additional requirement can be enforced.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management	

Perth College UHI

• other activity [e.g. new opportunity] – please provide further information	
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	No If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Perth College UHI

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

For how long must the paper be withheld? Click or tap here to enter text.

Further guidance on application of the exclusions from Freedom of Information legislation is available via:
http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp
and
http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

UNIVERSITY OF THE HIGHLANDS AND ISLANDS (UHI)
PARTNERSHIP AGREEMENT
PART ONE

BETWEEN

ARGYLL COLLEGE UHI

HIGHLAND THEOLOGICAL COLLEGE LIMITED

INVERNESS COLLEGE UHI

LEWS CASTLE COLLEGE UHI

MORAY COLLEGE UHI

NORTH HIGHLAND COLLEGE UHI

ORKNEY COLLEGE UHI

PERTH COLLEGE UHI

SABHAL MOR OSTAIG

THE SCOTTISH ASSOCIATION FOR MARINE SCIENCE

SHETLAND UHI

WEST HIGHLAND COLLEGE UHI

THE UNIVERSITY OF THE HIGHLANDS AND ISLANDS

31ST JANUARY 2022

The University of the Highlands and Islands is an integrated university encompassing both further and higher education. We are not a traditional university. We are different. We are part of a new breed of tertiary institutions, the only one in Scotland and one of only a few in Europe.

Serving the communities of the Highlands and Islands, Moray and Perthshire, our distinctive partnership of independent colleges and research institutions is locally based and rooted in communities, but with national and international reach, as part of a regional university structure.

We have approximately 40,000 students enrolled across our partnership and we are measured by their success. Our curriculum portfolio across both further and higher education is designed to meet current and future local and regional needs and to attract other students to the region to study.

We the undersigned have agreed to enter into this Agreement to set out our intention to collaborate as members of the University of the Highlands and Islands Partnership and agree on the fundamental principles which underpin our respective rights and responsibilities to each other, and to identify our aims and aspirations for the future development and success of the University of the Highlands and Islands.

This Agreement includes:

> (a)   the principles of our partnership.
> (b)   the mutual responsibilities of the members of the University of the Highlands and Islands Partnership and their expectations of each other; and
> (c)   the aims and aspirations of the members for the future development and success of the University of the Highlands and Islands Partnership

Part One of this agreement is not intended to be legally binding or to create enforceable legal rights between the members.

The Principles of Our Partnership:

We believe that our reputation is built on our innovative approach to learning and our distinctive research and curriculum that is enriched by the people, natural environment, economy, culture and heritage of our region and its communities. Accordingly, we have collectively agreed and are committed to operating in accordance with the following principles:

1. To work together to have a transformational impact on the prospects of our region, its economy, its people, and its communities.

2. To adhere to the following CORE values:

    (a) Collaboration – We will encourage our staff to work willingly and actively with colleagues across the partnership on common tasks in order to build a more connected, streamlined and sustainable university partnership.

    (b) Openness – We will be transparent and accountable for our actions and decisions, and we will create an environment within which colleagues and student's voices are heard and contributions are valued.

    (c) Respect – We will value others' opinions, perspectives and backgrounds and we will focus attention on positive engagement and constructive challenge to develop a successful partnership that provides opportunities for all.

    (d) Excellence – We will strive for excellence in everything we do and we will collectively celebrate the achievements of our partners, our staff our students and our graduands.

3. To uphold the values of being a single institution and not create internal competition amongst ourselves with third party organisations or stakeholders.

4. To proactively seek opportunities to work smarter, to implement efficiencies and share resources and or invest in projects to ensure that the University Partnership is financially sustainable and socially responsible.

5. To be a regionally focussed all-inclusive tertiary institution, offering all learners the opportunity to participate in the full range of further and higher education qualifications from access level to PhD.

6. To create a culture of sharing and exchange with each other with the aim of enhancing our learners experience at every point and to improve the partnership for mutual benefit.

7. To actively pursue the development and implementation of consistent and shared practices in relation to our students and services and to strive to deliver an excellent and equitable experience for all our learners whatever their study mode and wherever they choose to study from.

8.   To actively pursue the development and implementation of shared practices and professional development opportunities for our staff, and to connect and empower staff to work with colleagues across the partnership and to promote the success of the University partnership for the benefit of our learners and the communities we serve.

9.   To enhance our research impact within a progressive environment that delivers world-class research across a wide range of disciplines.

10. To actively participate in community planning, contributing to reduced inequality, improved services, enhanced training and skills development and the promotion of sustainable and socially responsible economic growth throughout our region and beyond.

11. To utilise points 1-10 to enhance our impact within a progressive environment that recognises, supports and celebrates all, irrespective of individual or group identity (eg. gender, race, belief, disability, sexual orientation).

1. Chair of Argyll College UHI	
2.Chair of Highland Theological College	
3. Chair of Inverness College UHI	
4. Chair of Lews Castle College UHI	
5. Chair of Moray College UHI	
6. Chair of North Highland College UHI	
7. Chair of Orkney College UHI	
8. Chair of Perth College UHI	
9. Chair of Sabhal Mor Ostaig	
10. Chair of Scottish Association for Marine Science	
11. Chair of Shetland UHI	
12. Chair of West Highland College UHI	
13. Chair of the University of the Highlands and Islands	

UNIVERSITY OF THE HIGHLANDS AND ISLANDS PARTNERSHIP AGREEMENT – PART TWO

between

UNIVERSITY OF THE HIGHLANDS AND ISLANDS

and

[ACADEMIC PARTNER]

UPDATED THORNTONS DECEMBER 21

2021

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INTRODUCTION

Overview

The University of the Highlands and Islands Partnership has been established for the advancement and pursuance of education, to advance all aspects of learning and knowledge and to provide and facilitate the delivery of industrial, commercial, professional, and scientific education, research, and training. The University is designated as a Regional Strategic Body ("RSB") and is responsible for securing the coherent provision of high quality fundable further and higher education throughout the Highlands and Islands, Moray and Perthshire.

The University operates as a collegiate federal partnership and delivers tertiary education and world class research via collaboration with twelve Academic Partners. The relationship between the University of the Highlands and Islands and the Academic Partners is currently centred around three agreements; An All Party Agreement (1997-8) that affirms each Academic Partners commitment to the University Project and precludes withdrawal without consent, The Millennium Commission Distribution Agreement which regulates the allocation of funds from the University to Academic Partners and an Academic Partnership Agreement between the University and each partner that regulates the rights and obligations that exist between each party (1998-9).

These agreements whilst still valid and enforceable are now significantly out of date and require to be updated to ensure that they remain fit for purpose and appropriately reflect the parties' obligations and how the relationship operates in practice. The agreements also need to be updated to make sure that any references to statute, third parties or regulatory regimes are accurate and up to date.

The existing partnership agreements make no reference to the Financial Memorandum, Outcome Agreements, or the FE or HE Governance Codes, they also predate the award of University title and the designation of the University of the Highlands and Islands as an RSB.

The aim of this new Academic Partnership Agreement is to provide a single, coherent document which clearly sets out the parties' expectations of each other. Currently, the obligations of the Academic Partners to the University and vice versa are contained within several different documents and there is a lack of consistency across the partnership.

This new agreement which has been developed in collaboration with academic partner chairs and principals seeks to bring a greater degree of consistency and coherence to the various compliance/governance elements of the partnership and to

clearly articulate the principles of partnership working that will help to ensure that our learners receive an equitable experience wherever they choose to study within the University partnership.

This new agreement is separated into two parts; part one provides a high-level all-party agreement confirming a formal commitment between all the parties to cooperate and collaborate effectively together as a unified partnership and in accordance with 11 overarching guiding principles; part two comprises a template contract between the University and each academic partner setting out the legal responsibilities and obligations of the University to each partner and vice versa.

Broadly the University commits to:

- Provide funding and to allocate University resources to academic partners to conduct teaching and research on behalf of the University and in the name of the University,
- Make grants, loans, or other payments to academic partners for the provision of further education, higher education, research, and related activities,
- Exercise its functions with a view to securing coherent, high quality further and higher learning provision in the locality of each academic partner,
- Conduct its affairs to high standards of corporate governance and public administration and to always act reasonably based on the fullest available evidence and objective analysis,
- To be open and transparent with academic partners and other stakeholders, and to provide or be prepared to provide a public justification of any decisions,
- To always work in a spirit of partnership with the academic partner and in accordance with part one of this agreement, including maintaining regular dialogue with each partner and, where appropriate, its representative bodies.
- To work collaboratively to support each partner to deliver its strategic priorities and commitments in terms of the Regional Outcome Agreement, and to ensure that the University can deliver its regional priorities.

and each academic partner commits to:

- be accountable for the use of all resources allocated by the University and for the organisation and control of teaching and research conducted within the Academic Partners for and on behalf of the University,

The University is responsible for:

- Securing the coherent provision of high quality fundable further and higher education throughout the region
- Monitoring the performance of academic partners/assigned colleges
- Delivery of the Regional Outcome Agreement
- Providing strategic leadership for the region including development of an overarching five-year strategic plan

and each academic partner is responsible for:

- Financial management of the academic partner
- Delivery of their allocated contributions to the Regional Outcome Agreement

Accountability:

- The University is accountable to the SFC for the use of public funds provided to it and will conduct its affairs to high standards of corporate governance and public administration ensuring that funding is used economically, efficiently, and effectively. Each academic partner is accountable to the University in accordance with back-to-back arrangements.

ACADEMIC PARTNERSHIP AGREEMENT dated …………………………….

between

(1) **UNIVERSITY OF THE HIGHLANDS AND ISLANDS** a company limited by guarantee incorporated and registered in Scotland with company number SC148203 whose registered office is at 12B Ness Walk, Inverness IV3 5SQ and a charity registered in Scotland with registered number SC022228 (**the Fundable Body**).

(2) **[Academic Partner]**, having a place of business at [insert address] and a charity registered in Scotland with registered number [insert charity number] (**the Academic Partner**).

BACKGROUND

(A) The Academic Partner has been a member of the academic partnership formerly known as the UHI Millennium Institute and now known as the University of the Highlands and Islands since 1999, as provided for in the Existing Academic Partner Agreements.

(B) The Fundable Body is designated under the FHE Acts as the regional strategic body ("RSB") with responsibility for securing the provision of a high quality portfolio of fundable further education and fundable higher education in the localities of the UHI Partners.

(C) The Academic Partner is a provider of Further Education and Higher Education assigned to the Fundable Body by the Assigned Colleges Order.

(D) The Fundable Body and the Academic Partner have agreed to enter into this Agreement to provide for the delivery of Further Education and Higher Education by the Academic Partner.

AGREED TERMS

1. **INTERPRETATION**

    The definitions and rules of interpretation set out in Part 10 of the schedule annexed as relative to this agreement shall apply throughout this Agreement.

2. **COMMENCEMENT AND TERM**

    Notwithstanding the date or dates hereof, this Agreement shall commence on the Start Date and shall continue, unless and until terminated in accordance with its terms.

3.   **COMMITMENT TO UNIVERSITY VISION AND STRATEGY**

3.1   In fulfilling their respective obligations under this Agreement, the Academic Partner and the Fundable Body agree to work with each other and the Other Academic Partners in accordance with the principles and commitments to collaborative working set out in the All Party Agreement.

3.2   The Academic Partner and the Fundable Body each acknowledge and confirm that they are committed to the University's vision for the academic partnership comprised of the Fundable Body and the Other Academic Partners, including:

(a)   the provision and delivery of high quality tertiary education throughout the region and localities of the Highlands and Islands through an integrated and collaborative partnership network of institutions;

(b)   the undertaking of high quality Research Activity to develop the research capacity and standing of the University, and to derive the maximum possible economic and teaching benefits from such Research Activity;

(c)   the development of the regional, national and international reputation of the University in both further and higher education teaching and Research Activity;

(d)   committing to working in conjunction with each other and the Other Academic Partners to develop and deliver that vision.

3.3   In fulfilling its obligations under this Agreement, the Academic Partner undertakes to the Fundable Body to actively work towards and contribute to the delivery of the University Strategic Plan. In particular, the Academic Partner will be responsible for localising the University Strategic Plan by:-

(a)   working towards synchronising the timing of its own strategic planning activities (by adjustment of the Academic Partner's strategic planning period as appropriate) to the timing of the University Strategic Plan such that the periods covered by such plans are the same;

(b)   working collegiately, and in accordance with the principles of the All Party Agreement, with the Fundable Body and Other Academic Partners to input into the University Strategic Plan; and

(c)   ensuring that the aims, objectives and strategies set out in its own strategic plan are consistent with and contribute to the University Strategic Plan.

3.4   In fulfilling its obligations under this Agreement and performing its role as the fundable body responsible for receipt and distribution of Further Education and Higher Education funding within Highlands and Islands, the Fundable Body undertakes to the Academic Partner to:

(a)   have regard to the diversity of the geographical area, economies and communities of the Highlands and Islands;

(b)   have regard to the character of the Academic Partner and the Other Academic Partners as distinctive and separate institutions;

(c)   make such representations and submissions as the Fundable Body considers appropriate (subject to sub-clause (d) below) to maximise the available funding provided from time to time from SFC, Research Councils and such other third party funders as may be appropriate for the benefit of the Academic Partner, the University and the region of Highlands and Islands;

(d)   consult with and have regard to representations made by the Academic Partner in relation to any submissions or representations made pursuant to sub-clause (c) above;

(e)   consult and engage with the Academic Partner in the development of each renewal of the University Strategic Plan;

(f)   consult with and have regard to representations made by the Academic Partner in advance of making any material change to the University Strategic Plan otherwise than during the periodic planning and renewal process; and

(g)   at all times and in all respects applicable to it, comply with and conduct itself in accordance with the FHE Acts.

3.5   The Academic Partner and the Fundable Body each acknowledge and confirm that they are committed to the University Values Framework as set out in the University Strategic Plan.

4.   **COMMITMENTS BY THE FUNDABLE BODY**

4.1   The Fundable Body and the Academic Partner acknowledge and agree that:-

(a)   the obligations set out in this Agreement set out their respective expectations of each other as active partners in the University;

(b)   parallel agreements have been entered into between the Fundable Body and the Other Academic Partners with a view to establishing a mutually agreed set of expectations of partners within the University of the Highlands and Islands project; and

(c)　　they will each approach the obligations set out in this Agreement in good faith, and with a spirit of mutuality and partnership working, to further the mutual aims and objectives of the University and the Academic Partner, as set out in clause 3.3 above.

4.2　　Without limiting the provisions of clause 4.1, the parties acknowledge that within this Agreement, the Fundable Body is undertaking to do the following:

(a)　　Committing to pursue and maximise the funding available and allocated to the Academic Partner as described in clause 3.4;

(b)　　To support Research Activity as described in Part 3 of the Schedule;

(c)　　To support commercialisation activity as described in clause 8.3;

(d)　　Provide the Academic Partner with the opportunity to engage with the process of agreeing renewals of the Outcome Agreement as described in clause 9.2;

(e)　　Compliance with the Financial Memorandum and such similar or related memoranda or written requirements as may be issued to the Fundable Body by the SFC from time to time, as described in clause 10.2;

(f)　　Consult on the introduction of University-wide policies as described in clause 12.2;

(g)　　Adhere to governance standards as described in clause 13.5;

(h)　　Provide the UHI Professional Services in accordance with the obligations set out in clause 15;

(i)　　Provide and engage with the UHI forums and bodies as described in clause 16.3;

(j)　　Seek to uphold and promote Academic Freedom as described in clause 17.3;

(k)　　Undertakes to comply with Applicable Law as described in clauses 18.7 and 18.8;

(l)　　To act in accordance with Part 5 of the Schedule in relation FoI Legislation;

(m)　　To provide assistance to the Academic Partner in engaging with the Millennium Commission in accordance with clause 21.2;

(n)　　To act in accordance with Part 6 of the Schedule in respect of the sharing of personal data between the Fundable Body and the Academic Partner;

(o)   To assist the Academic Partner to apply and access grants as described in clause 22.1;

(p)   Provide funding to support HISA as set out in clause 23.2; and

(q)   Maintain the insurance policies specified in clause 25.3.

5.   **PROVISION OF FURTHER EDUCATION**

Where the Academic Partner provides or delivers Further Education, the provisions set out in Part 1 of the Schedule will apply in relation to such provision of Further Education.

6.   **PROVISION OF HIGHER EDUCATION**

Where the Academic Partner provides or delivers Higher Education, the provisions set out in Part 2 of the Schedule will apply in relation to such provision of Higher Education.

7.   **UNDERTAKING OF RESEARCH ACTIVITY**

Research Activity undertaken or conducted by or within the Academic Partner will be undertaken for and on behalf of, and in the name of, the Fundable Body as part of the University, and the provisions set out in Part 3 of the Schedule will apply in relation to such Research Activity.

8.   **COMMERCIALISATION ACTIVITY**

8.1   The Academic Partner will actively look for, assess and seek to develop opportunities to undertake commercial activity which:

(a)   makes use of and builds on the expertise and skills within either the Academic Partner, the Fundable Body, and/ or the University;

(b)   seeks to commercialise, apply and realise value in the product of Research Activity undertaken within the University, subject always to having due regard for the preservation of the value of that Research Activity for the benefit of the Academic Partner, the Fundable Body and/ or the University;

(c)   which has the potential to generate supplemental income for the benefit of the Academic Partner, the Fundable Body and/ or the University; and

(d) is consistent with and contributes to the delivery of the University's commercialisation strategy, as adopted and amended from time to time.

8.2 The Academic Partner will have regard to the activities and relationships of the University and the Other Academic Partners in its approach to collaboration with industry and commercial partners, and will seek to maximise the benefit of such collaborative activity for the benefit of the University and the UHI academic partnership as a whole. Without prejudice to the foregoing generality, the Academic Partner will:

(a) share details of its industry and commercial relationships with the Fundable Body and the Other Academic Partners, including by maintaining any partnership-wide record of such relationships as may be adopted from time to time (subject always to any applicable confidentiality restrictions which would prevent or restrict the Academic Partner from doing so);

(b) engage with third parties and Other Academic Partners on a sectoral/ industry basis to identify opportunities according to sector and expertise in addition to geographical location; and

(c) adopt a collegiate and collaborative approach to opportunities for commercial and industrial activity to share the potential benefit of such opportunities with Other Academic Partners where possible.

8.3 The Fundable Body will provide support, and actively seek to introduce to the Academic Partner opportunities to undertake commercial activity which:

(a) makes use of and builds on the expertise and skills within the Academic Partner, the Fundable Body and/ or the University;

(b) seeks to commercialise, apply and realise value in the product of Research Activity undertaken within the University, subject always to having due regard for the preservation of the value of that Research Activity for the benefit of the Academic Partner, the Fundable Body and/ or the University;

(c) which has the potential to generate supplemental income for the benefit of the Academic Partner, the Fundable Body and/ or the University; and

(d) is consistent with and contributes to the delivery of the University's commercialisation strategy, as adopted and amended from time to time.

8.4 Nothing in this clause 8 shall require the Academic Partner to:

(a) pay to or share with the Fundable Body or any Other Academic Partner any income generated by the Academic Partner from any commercial activity undertaken by the Academic Partner on its own account or through any wholly-owned subsidiary; or

(b) decline any commercial opportunity on the grounds that it will benefit only the Academic Partner.

9. **OUTCOMES**

9.1 The Academic Partner will use all reasonable endeavours to make a material contribution to the University, including by contributing to:

(a) delivery of the overall regional mission and objectives of the University;

(b) the University Strategic Plan;

(c) delivery of the outcomes required by the Outcome Agreement; and

(d) collaborative working with the Other Academic Partners as part of the University.

9.2 The Fundable Body will engage with the Academic Partner in relation to any process of amendment, renewal or renegotiation of the Outcome Agreement, taking account of the undertakings by the Fundable Body in terms of clause 3.4, and will take reasonable account of any representations made by the Academic Partner in undertaking any such process.

10. **FINANCIAL MEMORANDUM & AUDIT**

10.1 The Academic Partner will comply with the Financial Memorandum and with such further communications relating, supplemental or ancillary to it as may be issued in writing by the Fundable Body from time to time (including, without limitation, any communications issued by SFC to the Fundable Body as RSB under the FHE Acts, and which the Fundable Body requires to pass on to the Academic Partner as a body to which the Fundable Body distributes funding for Further Education and/ or Higher Education).

10.2 The Fundable Body will comply with:

(a) the Financial Memorandum; and

(b) with any financial memorandum entered into between the Fundable Body and the SFC, together with such further communications

relating, supplemental or ancillary to it as may be issued in writing by the SFC to the Fundable Body from time to time.

10.3   Subject to clause 10.4, the Academic Partner will provide such information, data or evidence as the Fundable Body may reasonably require upon reasonable notice, and will allow the Fundable Body and any auditors (both internal and external) of, or other advisers to, the Fundable Body to access any of the Academic Partner's premises, personnel, data, information and records as may be reasonably required by the Fundable Body (subject to the Fundable Body providing reasonable notice to the Academic Partner, the Fundable Body complying with any appropriate or relevant policies of the Academic Partner in relation to such access, and any applicable confidentiality requirements with which the Academic Partner requires to comply) to allow the Fundable Body to undertake such monitoring and audit functions in relation to the activities of the Academic Partner under this Agreement as the Fundable Body considers appropriate from time to time.

10.4   The Fundable Body undertakes to, as far as possible, minimise duplication of effort and provision of information required from the Academic Partner pursuant to the reporting and compliance requirements imposed by:

(a)   the Financial Memorandum;

(b)   the Outcome Agreement;

(c)   external audit requirements; and

(d)   this Agreement.

11.   **REPORTING & STATISTICAL RETURNS**

11.1   The Academic Partner will:

(a)   timeously and accurately (in all material respects), complete and submit to SFC such monitoring and activity returns as may be required by SFC from time to time in relation to the provision of Further Education by the Academic Partner; and

(b)   not less than 5 Working Days in advance of submission to SFC, provide the Fundable Body with a copy of any return to be submitted to SFC.

11.2   Subject to clause 10.4, the Academic Partner will timeously and accurately (in all material respects), provide such information in relation to:

(a) the provision of Further Education by the Academic Partner in such format as the Fundable Body may reasonably require from time to time; and

(b) the provision of Higher Education and undertaking of Research Activity by the Academic Partner in such format as the Fundable Body may reasonably require from time to time to enable the Fundable Body to monitor performance, comply with the Academic Quality Framework, and to enable the Fundable Body to submit any and all monitoring returns required by SFC and the Higher Education Statistics Agency from time to time.

11.3 The Fundable Body will, within a reasonable time, provide the Academic Partner with such information in relation to the activities of the University as the Academic Partner may reasonably request from time to time.

12. POLICIES/PROCEDURES

12.1 Subject to the remainder of this clause 12, the Academic Partner will implement, adopt and adhere to the University Policies.

12.2 The Fundable Body will consult and agree with the Academic Partner and the Other Academic Partners prior to introducing any new or revised University Policies.

12.3 If the Academic Partner becomes aware of any event, occurrence or practice which is materially non-compliant with or inconsistent with a University Policy, the Academic Partner will promptly advise the UHI Secretary or Academic Registrar (as applicable) of this and will take such steps as the Fundable Body may reasonably require to remedy or mitigate the effects of such non-compliance.

12.4 Where there is no applicable or readily adaptable University Policy or where the Academic Partner can demonstrate to the Fundable Body by providing a written explanation of the reasons why a University Policy is not suitable or readily applicable by it, the Academic Partner will be entitled to formulate, implement and maintain its own policy and procedures to cover or provide for such other areas or aspects of its operations as the Academic Partner requires from time to time, provided that the Academic Partner will:

(a) notify the Fundable Body via the partnership council;

(b) insofar as possible, adopt or develop such policies from an existing University Policy or policies in existence elsewhere within the University, subject to such amendment or localisation as may be reasonably required; and

(c) if a University Policy is subsequently amended, developed and adopted in relation to that area or aspect of its operations, will adopt such University Policy in place of its own policy within a reasonable period of time.

12.5 The Academic Partner will provide the Fundable Body with copies of its policies or procedures in place or produced pursuant to clause 12.4 from time to time, and take reasonable account of any changes to such policies or procedures as the Fundable Body may reasonably request in writing from time to time.

12.6 Notwithstanding the remaining terms of this clause 12, the parties acknowledge and agree that there are opportunities for policies, procedures and processes developed or adopted by any individual the Fundable Body Partner to be shared and applied across all of the UHI Partners by adopting these as a University Policy. The parties undertake to identify opportunities for collaboration in the development of policies, procedures and processes with a view to developing further University Policies as required from time to time to expand the range of policies and procedures covered by this, and to share knowledge, best practice and costs.

13. **GOVERNANCE**

13.1 The Academic Partner will adhere to and implement the principles and rules of governance set out in the FE Governance Code.

13.2 Subject and pursuant to clause 13.1, the Academic Partner will develop, adopt and implement such rules, policies or procedures as the Academic Partner considers appropriate to regulate its own governance and proceedings.

13.3 The Academic Partner will, upon being requested to do so by the Fundable Body, provide the UHI Secretary with copies of rules, policies or procedures in place or produced pursuant to clause 13.2.

13.4 Where the Fundable Body reasonably considers that:

(a) there is a conflict or ambiguity between the requirements of the HE Governance Code and the governance rules, policies or procedures adopted by the Academic Partner; or

(b) the Academic Partner is not compliant with the FE Governance Code

the Academic Partner will make such changes to such rules, policies or procedures as the Fundable Body may reasonably be agreed in writing by the Fundable Body and the Academic Partner.

13.5 The Fundable Body will adhere to and implement the principles and rules of governance set out in the HE Governance Code.

13.6 Subject and pursuant to clause 13.5, the Fundable Body will develop, adopt and implement such rules, policies or procedures as the UHI Court considers appropriate from time to time to regulate the Fundable Body's governance and proceedings.

13.7 The Academic Partner will produce, maintain and provide to the Fundable Body upon reasonable request, a risk register in such form as the Fundable Body may reasonably require from time to time identifying, assessing and outlining mitigating strategies for the key operational, financial and legal risks to the sustainability and continuing effective performance of the Academic Partner.

13.8 The Fundable Body will produce, maintain and provide to the Academic Partner upon reasonable request, a risk register in such form as the Fundable Body may reasonably require from time to time identifying, assessing and outlining mitigating strategies for the key operational, financial and legal risks to the sustainability and continuing effective performance of the Fundable Body.

14. **DECISIONS REQUIRING FUNDABLE BODY CONSENT**

The Academic Partner will not undertake any of the decisions, actions or matters or things listed in Part 4 of the Schedule without the prior consent of the Fundable Body.

15.   **UHI PROFESSIONAL SERVICES/ RETENTION OF FUNDING TO MEET COSTS**

15.1   The Fundable Body will provide the UHI Professional Services to the Academic Partner, as reasonably required by the Academic Partner or as the parties may agree from time to time are reasonably necessary for the purpose of enabling the Academic Partner to operate as part of the University or to perform any obligations under this Agreement, on the terms set out in this clause 15 (and in any separate service level agreement entered into between the Fundable Body and the Academic Partner in respect of any particular services from time to time).

15.2   The parties each undertake to identify and agree any of the UHI Professional Services which are critical to supporting the performance by the Academic Partner of its obligations under this Agreement and (where the parties have not already done so) will enter into a separate service level agreement in respect of the provision of those UHI Professional Services by the Fundable Body.

15.3   Subject to Clause 15.6, in providing UHI Professional Services to the Academic Partner, the Fundable Body will:

(a)   consult with the Academic Partner and the Other Academic Partners through the Fundable Body's committee structure (it being acknowledged that as at the Effective Date, this process is undertaken through the Fundable Body's Finance & General Purposes Committee and Partnership Council) in relation to the planning, allocation, budgeting and delivery of UHI Professional Services for each Academic Year, and will minute any points of disagreement;

(b)   maintain records and details of costs and expenditure attributable to the provision of UHI Professional Services to the UHI Partners and will promptly make such information available to the Academic Partner upon being reasonably requested to do so;

(c)   use reasonable endeavours to provide the UHI Professional Services to the UHI Partners as may be collectively agreed amongst the Fundable Body and the UHI Partners from time to time;

(d)   exercise reasonable skill, care and diligence;

(e)   allocate sufficient resources to the provision of UHI Professional Services as agreed with the Academic Partner and the Other Academic Partners from time to time;

(f)   seek to achieve best value (including by regularly benchmarking the purchase or procurement of third party purchases of goods and/ or

16

services) and efficiency in the procurement and delivery of the UHI Professional Services;

(g) ensure that all goods and services purchased or utilised in connection with provision of the UHI Professional Services are procured in accordance with all applicable procurement legislation and rules;

(h) co-operate with the Academic Partner in all matters relating to UHI Professional Services; and

(i) within 6 months of the end of each Academic Year, provide the Academic Partner with an audit and breakdown of the expenditure incurred by the Fundable Body in providing UHI Professional Services during that Academic Year, measured against the budget for that year developed pursuant to sub-clause (a) above, and identifying any material failures by the Fundable Body in terms of clause 15.5.

15.4 In relation to the UHI Professional Services, the Academic Partner will:

(a) co-operate with the Fundable Body in all matters relating to the UHI Professional Services; and

(b) provide, in a timely manner, such information and documents as the Fundable Body may reasonably request from time to time, and ensure that it is accurate in all material respects.

15.5 If there is a material failure by the Fundable Body to supply any UHI Professional Services as agreed from time to time, the Fundable Body will:

(a) notify the Academic Partner promptly of the failure;

(b) provide the Academic Partner with a remediation plan outlining the proposed steps to mitigate or remedy the failure;

(c) take account of all reasonable representations of the Academic Partner in formulating any remediation plan in terms sub-clause (b) above;

(d) deploy any appropriate additional resources and take such remedial action as the Fundable Body reasonably considers is necessary to rectify or to prevent the failure from recurring;

(e) carry out the actions identified in the remediation plan produced in terms of sub-clause (b) above; and

(f) if the relevant the Fundable Body Professional Service is capable of being re-performed, and if reasonably requested by the Academic Partner to do so, re-perform the relevant the Fundable Body Professional Service.

15.6 Notwithstanding any other provision of this Agreement, the Academic Partner's sole remedy in the event of any lapse or failure to provide the UHI Professional Services or any of them at any time shall be to require the Fundable Body to implement the steps outlined in clause 15.5, and the Fundable Body will have no financial liability or obligation to refund any sums to the Academic Partner arising from such lapse or failure. If, following compliance with clause 15.5 by the Fundable Body, the Academic Partner remains dissatisfied with the resolution of any such lapse or failure on the part of the Fundable Body, the provisions of clause 31 will apply to resolve any dispute between the parties.

15.7 The Fundable Body will be entitled to retain from the Academic Partner such sums as are reasonably necessary from time to time in respect of the cost of providing the UHI Professional Services from any funding provided by the Fundable Body to the Academic Partner by retaining any sums which would otherwise be distributable to the Academic Partner (including, without limitation, in respect of funding for the provision of Further Education or Higher Education pursuant to this Agreement); provided always that the Fundable Body will not, without the consent of the Academic Partner, be entitled to retain in any Academic Year a sum in excess of 35% of the Higher Education funding allocation to the Academic Partner for that Academic Year.

15.8 The Academic Partner will provide such services and functions to or on behalf of the University as may be agreed between the Fundable Body and the Academic Partner from time to time on such terms as may be agreed.

15.9 The parties agree that they are committed to the collective provision and sharing of administrative, technical and UHI Professional Services and functions as far as possible across the University and will work with the Other Academic Partners to develop and maximise opportunities to undertake collaborative provision of such services. The parties agree that any such shared or collaborative service provision must be subject to appropriate governance and management arrangements being put in place for the service, and the parties being satisfied as to the financial sustainability of the shared services and continuity of service provision.

16. **REPRESENTATION & PARTICIPATION IN UHI PARTNERSHIP**

16.1 The Academic Partner will use reasonable endeavours to actively participate in and, provide nominees (where requested by the Fundable Body) for all applicable committees, boards, groups, meetings and other representative bodies or forums within the UHI partnership, including (without limitation):

(b)   the Academic Council;

(c)   the Partnership Council;

(d)   the Regional Strategic Committee; and

(e)   the UHI Foundation.

16.2   Without prejudice to the generality of clause 16.1, the Academic Partner will take such steps and put in place such procedures as may reasonably be required (or as the Fundable Body may reasonably require) from time to time to facilitate:

(a)   the participation by members of staff employed by the Academic Partner in the election of staff Governors to the UHI Court;

(b)   the participation of students (whether engaged in Higher Education, Further Education or Research Activity) enrolled with or through the Academic Partner in the election of student Governors to the UHI Court; and

(c)   the participation of students (whether engaged in Higher Education, Further Education or Research Activity) enrolled with or through the Academic Partner in HISA;

it being acknowledged and agreed that the use of video conferencing and such other telecommunications technology as may be appropriate from time to time is an accepted and important means of enabling communication between the UHI Partners and the Fundable Body.

16.3   The Fundable Body will:

(a)   engage with and participate in the relevant committees, boards, groups, meetings and other representative bodies or forums within the UHI partnership set out in clause 16.1; and

(b)   will facilitate and ensure the proper functioning and support of such committees, boards, groups, meetings and other representative bodies or forums.

17.   **ACADEMIC FREEDOM AND OWNERSHIP OF IPR**

17.1   In relation to the provision and conduct of any Further Education, Higher Education or the undertaking of any Research Activity, the Academic Partner will:

(a) take such action as may be reasonably necessary to ensure and preserve the Academic Freedom of any person engaged in the teaching or provision of delivery of Higher Education or Further Education, or the undertaking of any Research Activity;

(b) comply with any direction of the Fundable Body in relation to the preservation of Academic Freedom; and

(c) not subject any person engaged by the Academic Partner to any detriment or adverse effect in relation to any appointment held, or entitlement or privilege enjoyed in connection with or arising from their role as a result of the exercise of that person's Academic Freedom.

17.2 Where the Academic Partner is not, for any reason, able (or is likely to be unable) to comply with the provisions of clause 17.1, it will notify the Fundable Body as soon as reasonably practical and provide a written explanation to the University Secretary as to reason for such non-compliance.

17.3 In relation to its activities under this Agreement and all relevant operations of the University, the Fundable Body undertakes to:

(a) take such action as may be reasonably necessary to ensure and preserve the Academic Freedom of any person engaged by the Academic Partner or the Fundable Body in teaching or provision of delivery of Higher Education or Further Education, or the undertaking of any Research Activity; and

(b) not subject any person engaged by the Academic Partner or the Fundable Body to any detriment or adverse effect in relation to any appointment held, or entitlement or privilege enjoyed in connection with or arising from their role as a result of the exercise of that person's Academic Freedom.

17.4 The Academic Partner will adopt, adhere to and implement the UHI IP Policy (as such policy is annexed at Part 9 of the Schedule, and as same may be updated from time to time) in respect of any Research Activity (or other similar or related activity) undertaken by the Academic Partner that is funded by the Fundable Body, undertaken in the name of or under the auspices of the Fundable Body, or is otherwise undertaken by or within the Academic Partner pursuant to this Agreement.

17.5 The Intellectual Property Rights in any and all academic, course or other materials generated by either party in relation to Higher Education shall be

exclusively owned by the Fundable Body ("**HE IPR**") and the Academic Partner hereby assigns any and all rights in such HE IPR to the Fundable Body. The Fundable Body grants a non-exclusive, royalty free, non-assignable, non-sublicensable licence to the Academic Partner to use such HE IPR to deliver Higher Education while this Agreement remains in force and the Academic Partner remains an academic partner of the University.

17.6   The Academic Partner grants to the Fundable Body a non-exclusive, royalty free, non-assignable licence to use, and to allow any Academic Partner to use, any Intellectual Property Rights in any academic, course or other materials used or generated by the Academic Partner in the provision of Further Education, provided that the Fundable Body will not make any use of such licence and shall not permit any other Academic Partner to make any use of such licence otherwise than in the event of the withdrawal or cessation of provision of a course by the Academic Partner for any reason.

18.   **STATUTORY COMPLIANCE, CERTIFICATION & REPORTING**

18.1   The Academic Partner undertakes to the Fundable Body that it will at all times and in all respects applicable to it comply with and conduct itself, its provision of Further Education and Higher Education, and any Research Activity in accordance with the FHE Acts, insofar as they apply to the Academic Partner.

18.2   The Academic Partner will at all times carry out and fulfil its obligations under this Agreement in compliance in all material respects with all Applicable Law.

18.3   Without prejudice to the generality of clause 18.2, the Academic Partner will at all times comply in all applicable respects with:

(a)   The Charities & Trustee Investment (Scotland) Act 2005;

(b)   The Equality Act 2010;

(c)   The Counter-Terrorism and Security Act 2015 and any applicable guidance issued under it;

(d)   the UKVI Licence and any other UK Visas & Immigration licence of any kind or tier which the Academic Partner may hold from time to time, and all applicable Home Office and UK Visas & Immigration guidance in relation to overseas students;

(e)   the Protection of Vulnerable Groups (Scotland) Act 2007 and the PVG Scheme;

(f)   all applicable health and safety legislation, including but not limited to the Health and Safety at Work etc. Act 1974 and Occupiers' Liability Scotland Act 1960;

(g)   The Bribery Act 2010;

(h)   Data Protection Legislation;

(i)   the University Policies.

18.4   On 30 April in each year, the Academic Partner will issue a letter of representation to the UHI Secretary certifying that during the preceding 12 months the Academic Partner has complied in full with such statutes, statutory provisions, legislative or regulatory requirements as the Fundable Body may reasonably require from time to time, including (but not limited to):

(a)   all applicable health and safety legislation, including but not limited to the Health and Safety at Work etc. Act 1974 and Occupiers' Liability Scotland Act 1960;

(b)   The Protection of Vulnerable Groups (Scotland) Act 2007 and the PVG Scheme;

(c)   its obligations in terms of clause 19 and Part 5 of the Schedule in relation to the FoI Legislation;

(d)   its obligations in terms of clause 20 and Part 6 of the Schedule in relation to Data Protection Legislation;

(e)   the University's Complaints policy in relation to any complaint received by it during the preceding 12 months;

(f)   The Equality Act 2010 and the University's Equality Policy;

(g)   the UKVI Licence;

(h)   The Counter-Terrorism and Security Act 2015 and any applicable guidance issued under it, and

to the extent that the Academic Partner is unlikely to be able to certify compliance with the foregoing, it will notify the UHI Secretary in writing as far in advance as reasonably possible of 30 April in each year confirming in what respects the Academic Partner is non-compliant, the reasons for such non-compliance and agree on an action plan with the Fundable Body to remedy or address such non-compliance.

18.5   On 28 February, 31 May, 31 August and 30 November in each year, the Academic Partner will provide to the UHI Secretary:

(a) details of any complaints received from Higher Education students or complaints relating or relevant to the Fundable Body or the Academic Partner's role as part of the University during the preceding period of 3 months or confirmation that no such complaints were received;

(b) details of any complaints or instances of malpractice reported or arising under the University's research code;

(c) provide a current copy of the Academic Partner's risk register produced pursuant to clause 13.7, with a note of any changes or amendments made during the preceding quarter;

(d) management accounts for the period ending not earlier than the month preceding the relevant quarterly date in such form as the Fundable Body may reasonably require;

(e) such other data, records information, returns, confirmations or certifications as the Fundable Body may reasonably require from time to time;

(f) statutory and management accounts; and

(g) internal and external audit reports.

18.6 Subject to clause 9.3, as requested from time to time by the Fundable Body, the Academic Partner will provide:

(a) such financial information, estimates and forecasts as the Fundable Body may reasonably require in connection with any Financial Forecast Return (or similar financial information request) required by SFC in respect of the Academic Partner;

(b) within such period as the Fundable Body may reasonably request, annual and medium term budgets, together with such other financial information as the Fundable Body may reasonably require, to enable the Fundable Body to appraise and the Academic Partner's financial positon;

(c) promptly upon any such potential deficit becoming apparent to the Academic Partner, notice of any forecast in-year or outturn deficit; and

(d) details of any mitigating action proposed or undertaken by the Academic Partner to seek to address any forecast in-year or outturn deficit, together with progress reports as may be reasonably requested by the Fundable Body from time to time on such mitigating action.

18.7   The Fundable Body will at all times carry out and fulfil its obligations under this Agreement in compliance in all material respects with all Applicable Law.

18.8   Without prejudice to the generality of clause 18.7, the Fundable Body will at all times comply in all applicable respects with:

(a)   The Charities & Trustee Investment (Scotland) Act 2005;

(b)   The Equality Act 2010;

(c)   The Counter-Terrorism and Security Act 2015 and any applicable guidance issued under it;

(d)   the UKVI Licence and any other UK Visas & Immigration licence of any kind or tier which the Academic Partner may hold from time to time, and all applicable Home Office and UK Visas & Immigration guidance in relation to overseas students;

(e)   the Protection of Vulnerable Groups (Scotland) Act 2007 and the PVG Scheme;

(f)   all applicable health and safety legislation, including but not limited to the Health and Safety at Work etc. Act 1974 and Occupiers' Liability Scotland Act 1960;

(g)   The Bribery Act 2010;

(h)   Data Protection Legislation; and

(i)   the University Policies.

18.9   For the avoidance of doubt, notwithstanding any other provision of this Agreement, nothing in this Agreement will prevent or restrict the Academic Partner or its Board of Management from complying with their legal obligations under the Charities Act, and in the event of any conflict or ambiguity between this Agreement and such obligations, the obligations owed by the Academic Partner or its Board of Management under the Charities Act will prevail.

19.   **FREEDOM OF INFORMATION**

The provisions of Part 5 of the Schedule will apply in relation to the FoI Legislation.

20. **DATA PROTECTION**

The provisions of Part 6 of the Schedule will apply in relation to the sharing of Personal Data between the parties.

21. **MILLENNIUM GRANT**

21.1 The Academic Partner acknowledges that it has benefited from the Millennium Grant as a result of funds disbursed by the Fundable Body to the Academic Partner under the MG Distribution Agreement. The Fundable Body and the Academic Partner each reaffirm the terms of the MG Distribution Agreement and acknowledge and agree that the MG Distribution Agreement remains in full force and effect.

21.2 The Fundable Body will provide such information and assistance as the Academic Partner may reasonably request from time to time in relation to any dealing or requirement to engage with the Millennium Commission (now Big Lottery Fund) by the Academic Partner.

22. **GRANT FUNDING – GENERAL**

22.1 The Fundable Body agrees to provide such assistance as the Academic Partner may reasonably require from time to time to enable the Academic Partner as part of the University, to apply for, access and implement such grant funding programmes as the Academic Partner and the Fundable Body may agree are appropriate from time to time (including, without limitation, Research Councils, Highlands & Islands Enterprise, and European Social Fund grants). For the avoidance of doubt, nothing in this clause 22 shall require the Academic Partner to obtain the consent or approval of the Fundable Body to apply for or access any grant funding which the Academic Partner may wish to apply for or access on its own account from time to time.

22.2 Where any potential grant identified is accessible only through the Fundable Body, the Academic Partner, the Fundable Body and such of the Other Academic Partners as may be appropriate in the circumstances will collaborate on the submission of any application for such a grant. In all circumstances, the Academic Partner will apply a partnership approach to applications for grant funding in order to avoid internal competition within the University.

22.3 Upon any grant application by the Fundable Body at the instigation of, on behalf of or in conjunction with the Academic Partner, or in respect of which

25

activity will be undertaken within the Academic Partner under the auspices of the University being successful:

(a) The Academic Partner and the Fundable Body will enter into such agreement(s) as the Fundable Body may reasonably require in terms of which the Academic Partner undertakes to the Fundable Body that it will adhere to the conditions attached to the grant or other requirement intimated to it pursuant to clause 22.3(c) and will indemnify the Fundable Body in respect of any loss, expense or claim suffered or incurred by the Fundable Body arising from any breach of the grant conditions resulting from the acts or omissions of the Academic Partner (except to the extent that such loss, expense or claim arises as a result of any act or omission of the Fundable Body);

(b) Upon providing evidence to the Fundable Body of a delivery plan the Fundable Body will pass on such grant funding (or the applicable proportion of it where such grant or other application is made jointly with any other party) to the Academic Partner, under deduction of any applicable UHI Professional Services costs associated with the grant application; and

(c) The Fundable Body will intimate to the Academic Partner the grant or other conditions applicable to it as the ultimate recipient of the grant or award.

23. **HISA**

23.1 The Academic Partner will ensure that all Further Education students, Higher Education students, and students engaged in Research Activity are afforded the opportunity to become members of HISA.

23.2 The Fundable Body will:

(a) via discussion and agreement through the Partnership Council (or such other forum as may be agreed among the Fundable Body and the UHI Partners from time to time) determine the annual funding payable to HISA in each Academic Year;

(b) apportion the University's aggregate liability for payment of such annual funding to HISA among the UHI Partners according to their respective numbers of full-time equivalent enrolled students (or on such other equitable basis as may be agreed among the Fundable Body and the UHI Partners from time to time);

(c) be entitled to withhold and pay to HISA sums which would otherwise be payable to the Academic Partner to secure payment of the

Academic Partner's share of the annual funding to HISA, or to direct that any sums provided by the Fundable Body to the Academic Partner be paid to and used to fund HISA, as determined by the Fundable Body; and

(d)   attach such conditions or requirements on HISA in relation to such funding as the Fundable Body may reasonably require.

23.3   The Academic Partner will use reasonable endeavours to provide such local or campus facilities, services and support to HISA as may be reasonably requested by HISA or the Fundable Body from time to time.

24.   BRANDING / COMMUNICATIONS

24.1   Notwithstanding any of the provisions of this Clause 24, any and all Intellectual Property Rights in and to the University of the Highlands and Islands standard branding, logo and corporate communication style shall belong to and remain vested in the Fundable Body at all times.

24.2   Subject to Clause 24.4 below, the Academic Partner will refer to the University of the Highlands and Islands in all external marketing and communications.

24.3   Subject to Clause 24.4 below, the Academic Partner will adopt the University of the Highlands and Islands standard branding and corporate communication style in such external marketing and communications as made available from the Fundable Body from time to time.

24.4   It is acknowledged by the parties that in limited circumstances, it may be appropriate (subject to the consent of the Fundable Body, which will not be unreasonably withheld) for the Academic Partner to use its own brand and not refer to the University of the Highlands and Islands in its external marketing and communications.

25.   INSURANCE

25.1   Subject to clause 25.2, the Academic Partner will maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities arising in connection with or related to performance of its obligation under this Agreement:

(a)   a public liability insurance policy with a limit of at least [£] million per claim;

(b) a directors and officers liability insurance policy with a limit of at least [£] million per claim;

(c) employer's liability insurance with a limit of at least [£] million for claims arising from a single event or series of related events in a single calendar year; and

(d) business interruption insurance with a limit of at least [£] million for claims arising from a single event or series of related events in a single calendar year.

25.2 The parties acknowledge and agree that:

(a) the capacity of the Academic Partner to maintain in force the insurance policies referred to in clause 25.1 is subject to a specific derogation in the Regional Financial Memorandum (as at the Start Date) to permit the Academic Partner to retain in place commercial insurance arrangements; and

(b) to the extent that such derogation no longer applies or is not renewed or replaced, the Academic Partner will not be required to maintain in place those of the insurance policies referred to in clause 25.1 which it is no longer permitted to maintain in terms of the Regional Financial Memorandum (as amended from time to time).

25.3 The Fundable Body will maintain in force at least the following insurance policies with reputable insurance companies:

(a) a public liability insurance policy with a limit of at least £10 million per claim;

(b) a directors and officers' liability insurance policy with a limit of at least £4 million per claim;

(c) employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year; and

(d) business interruption insurance with a limit of at least £40 million for claims arising from a single event or series of related events in a single calendar year.

26. IMPROVEMENT NOTICES

26.1 If reasonably requested by the Fundable Body, the parties will discuss and agree Performance Indicators to measure the performance of the Academic Partner under this Agreement.

28

26.2   If at any time the Fundable Body, acting reasonably, considers that:

   (a)   the Academic Partner is materially or consistently failing to meet a Performance Indicator; or

   (b)   there is a material or consistent breach of this Agreement by the Academic Partner; or

   (c)   the Academic Partner is not fully and adequately contributing as an academic partner in the University;

the Fundable Body may, by notice served on the Academic Partner at any time:

   i.   conduct such enquiries into the Academic Partner's operations and financial affairs as the Fundable Body considers appropriate, and the Academic Partner will co-operate with such enquiries and provide all information and assistance as is reasonably required by the Fundable Body for that purpose, including full access to its books and records, its premises and employees as requested by the Fundable Body;

   ii.   recommend what steps (if any) should be taken to improve the performance of the Academic Partner (following discussion with the Academic Partner, and taking reasonable account of any representations made by the Academic Partner as to the content of any such improvement plan) under this Agreement and provide a timescale for the implementation of such steps, and the Academic Partner will take all steps required or necessary to implement and carry into effect the recommendations made; and/or

   iii.   provide such additional support and resources as the Fundable Body considers appropriate to support the Academic Partner to implement any improvement plan developed in terms of sub-clause ii. above.

26.3   If the Academic Partner fails to comply with any notice served by the Fundable Body under clause 26.2, the terms of clause 31 will apply and the Fundable Body will be entitled to suspend (in whole or in part) any further funding to the Academic Partner.

27.   **SUPERSESSION OF PREVIOUS ACADEMIC PARTNERSHIP AGREEMENT**

27.1   Subject to clause 27.2, this Agreement replaces and supersedes the Existing Academic Partner Agreements with effect from the Start Date.

27.2 The replacement and supersession of the Existing Academic Partner Agreement is without prejudice to any accrued rights or obligations of either party to it as at the Start Date.

27.3 In the event of any inconsistency or ambiguity between any provision of the Existing Academic Partner Agreements and this Agreement, the provision(s) of this Agreement will prevail.

28. TERMINATION

28.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice (by recorded delivery post) to the other party if:

   (a) the other party commits a material breach of any term of this Agreement which breach is irremediable;

   (b) the other party commits a material breach of any term if this Agreement which is capable of being remedied and fails to remedy that breach within a period of 90 days after being notified in writing to do so, provided that before exercising the right to terminate on this ground the party seeking to terminate has made reasonable efforts in good faith to resolve or address the relevant breach by invoking or participating in the dispute resolution process provided for in clause 31;

   (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement, provided that before exercising the right to terminate on this ground the party seeking to terminate has made reasonable efforts in good faith to resolve or address the relevant breaches by invoking or participating in the dispute resolution process provided for in clause 31;

   (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

   (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of such party with one or more other companies or the solvent reconstruction of such party;

(f)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of such party;

(g)   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(h)   the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;

(i)   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of such party;

(j)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 30 days;

(k)   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 28.1(d) to clause 28.1(j) (inclusive); or

(l)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or ceases to provide delivery of Further Education, Higher Education or any aspects of the same.

28.2   Without affecting any other right or remedy available to it, the Academic Partner may terminate this Agreement upon giving not less than 12 months' prior written notice to the UHI Secretary, subject always to clause 29.2.

29.   CONSEQUENCES OF TERMINATION

29.1   On termination of the Agreement:

(a)   any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected; and

(b)   the following clauses shall continue in force:

   i.   clause 1 (Interpretation);

   ii.   clause 19 (Freedom of Information);

   iii.   clause 20 (Data Protection);

   iv.   clause 29 (Consequences of termination); and

   v.   clause 41 (Governing law).

29.2   Termination of this Agreement, however arising, shall be conditional upon and shall trigger obligations on the part of the Academic Partner to:

(a)   repay to the Fundable Body any sums provided by the Fundable Body in respect of the provision of Higher Education, or the undertaking of Research Activity which has not yet been carried out at the termination date;

(b)   make payment to the Fundable Body of any sums due in connection with any grant or loan funding in terms of which any repayment or clawback from the Fundable Body is triggered (directly or indirectly) by such termination;

(c)   return to, or purchase from the Fundable Body at an objective valuation, any moveable item or equipment supplied to it by the Fundable Body for the purposes of the University;

(d)   without prejudice to sub-clauses (a), (b) or (c) above, make payment to the Fundable Body and/or the Big Lottery Fund (as applicable) of any clawback or repayment of the Millennium Grant or any part of it triggered (directly or indirectly) by such termination;

(e)   return and/or provide copies of all academic and course materials owned by the Fundable Body or which will reasonably be required by the Fundable Body to allow the Fundable Body or other Academic Partners to continue with the provision of Further Education or Higher Education carried on by the Academic Partner;

(f)   undertake everything reasonably necessary to maintain and protect all student experience including, without prejudice to the foregoing generality co-operating with the Fundable Body and other Academic Partners and where possible allowing use of the Academic Partner premises, facilities, systems and infrastructure to allow the continued teaching of Further Education and/ or Higher Education by the Fundable Body and/or other Academic Partners for such period as may reasonably be required to allow all students enrolled with the Academic Partner on the termination date to be given the opportunity to complete their course; and

(g) cease to describe itself as part of or having any connection with the University, withdraw any materials or content (whether distributed in hard copy or made available electronically by any means) in which the Academic Partner is described as part of the University, and cease any and all use of the University of the Highlands and Islands standard branding and corporate communication style.

29.3 Termination of this Agreement, however arising, shall be without prejudice to and shall have no effect as regards:

(a) the Assigned Colleges (University of the Highlands and Islands) Order 2014/146; or

(b) the respective rights and obligations of the Fundable Body (as RSB) or the Academic Partner (as an assigned college) pursuant to the Further and Higher Education (Scotland) Act 2005.

29.4 Both parties recognise their residual obligations to students enrolled on programmes of study with the University upon termination of this Agreement for any reason, and the parties will each use all reasonable endeavours and provide all reasonable assistance to each other in order to ensure that the residual obligations to the students on such programmes are met to ensure that any student enrolled on a relevant programme on the date of termination or expiry is given the opportunity to continue with and complete their programme.

30. **CONFIDENTIALITY**

30.1 Subject to clause 19 and the obligations on each party in terms of FoI Legislation, each party undertakes to the other that it shall not at any time disclose to any person any confidential information concerning the business or affairs of the other party or the Other Academic Partners except as permitted by clause 30.2.

30.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 30.2;

(b)   as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and

(c)   to fulfil its obligations in terms of clause 19 and Part 5 of the Schedule in relation to the FoI Legislation.

31.   **DISPUTE RESOLUTION**

31.1   The parties will attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:

(a)   the Dispute shall be referred, by either party, first to the UHI Principal and the Principal of the Academic Partner for resolution;

(b)   if the Dispute cannot be resolved by the UHI Principal and Principal of the Academic Partner within 14 days after the Dispute has been referred to them, either party may give notice to the other party in writing (Dispute Notice) that a Dispute has arisen; and

(c)   within seven days of the date of the Dispute Notice, each party will refer the Dispute to the Chair of the UHI Court and the Chair of the Academic Partner for resolution.

31.2   If the Chair of the UHI Court and the Chair of the Academic Partner are unable, or fail, to resolve the Dispute within 21 days of the date of the Dispute Notice, or within 14 days of the reference to the Chair of the UHI Court and the Chair of the Academic Partner pursuant to clause 30.1(c), the parties will:

(a)   attempt to resolve the Dispute by mediation in accordance with clause 31.3;

(b)   inform the SFC of the dispute and invite the SFC to participate in the mediation proceedings.

31.3   If, pursuant to clause 31.1 and 31.2, the parties have failed to agree on a resolution within the respective timescales provided for in those clauses, either party may refer any Dispute for mediation pursuant to this clause 31.3, but neither shall be a condition precedent to the commencement of any court proceedings, and either party may issue and commence court proceedings prior to or contemporaneously with the commencement of mediation. The following provisions shall apply to any such reference to mediation:

(a)   the reference shall be to a single independent mediator based and to operate in Scotland agreed between the parties, and in the absence of agreement as to the identity of the mediator within 7 days of either party serving written notice of such nomination on the other,

to an independent mediator appointed by the President of the Law Society of Scotland on the application of either party;

(b) the mediator appointed pursuant to clause 31.3(a) shall determine the procedure to be adopted for the mediation process;

(c) both parties will, immediately on such referral, co-operate fully, promptly and in good faith with the mediator and shall do all such acts and sign all such documents as the mediator may reasonably require to give effect to such mediation; and

31.4 If and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation, either party may commence or continue court proceedings in respect of such unresolved Dispute or issue.

31.5 Nothing in this clause 31 shall prevent either party from instigating legal proceedings where an order for an interdict or interim relief or remedy is required.

31.6 Without prejudice to either party's right to seek redress in court, the parties will continue to perform their respective obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this clause 31.

32. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

33. **WAIVER**

33.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

33.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

34. **RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

35. **SEVERANCE**

If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

36. **ASSIGNATION AND OTHER DEALINGS**

36.1 Neither party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party.

36.2 A change in the legal status of the Academic Partner shall not affect the validity of this agreement and this agreement shall be binding on any successor body to the Academic Partner.

37. **REVIEW**

37.1 The Fundable Body and the Academic Partner, acting in good faith and in collaboration with the Other Academic Partners, agree to undertake a review of the provisions of this Agreement by no later than the second anniversary of the Start Date this Agreement and every five years thereafter. For the avoidance of doubt, unless agreed otherwise in writing by the parties, such review shall:

(a) have the objective of agreeing the amendment, restatement and re-execution of this Agreement by the parties as the parties agree is necessary or desirable through the review process;

(b) aim to secure the long term sustainability and operability of the Agreement (as amended as above) and the academic partnership constituted by it;

(c) not affect the continuance in force and effect of the provisions of this Agreement until such time as this Agreement is expressly terminated, varied, restated or superseded; and

(d) not afford any Party any additional termination rights under this Agreements if the parties are unable to agree in writing a mutually satisfactory outcome following such review.

38. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party.

39. NOTICES

39.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

39.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

39.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

40. COUNTERPARTS

40.1 In accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this agreement may be executed and delivered (including by fax or email (including in PDF or JPEG format)) in any number of counterparts, each of which when executed and delivered shall constitute an original, but the counterparts shall together constitute one agreement.

40.2 Transmission of an executed counterpart of this agreement shall not take effect, notwithstanding its execution, until all parties have executed and delivered at least one counterpart in terms of this Clause 40.

40.3 Each counterpart will be held as undelivered until the parties (or their solicitors on their behalf) agree a date on which the counterparts are to be treated as delivered.

The parties agree that, if executed in counterpart, this agreement shall become effective (notwithstanding the date or dates of execution) when the date of delivery is agreed between the parties (or their solicitors on their behalf) as evidenced by the date inserted on page 1 of this agreement.

41. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. Subject to clause 31, each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF: These presents consisting of this and preceding [ ] pages are subscribed as follows:-

SIGNED for and on behalf of **UNIVERSITY OF THE HIGHLANDS AND ISLANDS**

at…………………………………………..

on the ………………….. day of ……………………………………………………   by

……………………………………………………………. DIRECTOR

…………………………………………………………….FULL NAME

BEFORE THIS WITNESS

…………………………………………………………….WITNESS

…………………………………………………………….FULL NAME

…………………………………………………………….ADDRESS

……………………………………………………………

SIGNED for and on behalf of **[Academic Partner]**

at……………………………………………..

on the …………………. day of …………………………………………………   by

………………………………………………………. AUTHORISED SIGNATORY

…………………………………………………………FULL NAME

AND

……………………………………………………………. AUTHORISED SIGNATORY

…………………………………………………………FULL NAME

This is the Schedule referred to in the foregoing Academic Partnership Agreement between University of the Highlands and Islands and [the Academic Partner] dated _____ 2021

Part 1 – Provision of Further Education

1. **PROVISION OF FURTHER EDUCATION**

1.1 The Academic Partner will conduct and provide in its own name, such teaching in Further Education as shall be agreed and funded by the Fundable Body in accordance with guidelines set by the Regional Strategic Committee from time to time.

1.2 The Academic Partner will be responsible for and accountable to the Fundable Body for the organisation and control of Further Education conducted by the Academic Partner pursuant to the FHE Acts, to the UHI Court through the UHI Principal and the Regional Strategic Committee.

1.3 The principal of the Academic Partner will be accountable to the UHI Principal through the Regional Strategic Committee, for the use of all resources allocated by the Fundable Body to the Academic Partner (being a college assigned to the Fundable Body pursuant to the Assigned Colleges Order) in respect of Further Education teaching undertaken by the Academic Partner.

1.4 In each Academic Year, the Fundable Body will provide funding by way of grant, loan or other payment to the Academic Partner to enable the Academic Partner to provide Further Education.

1.5 In respect of each Academic Year, the Fundable Body will provide the Academic Partner with information confirming the level of funding for the delivery of Further Education for the forthcoming Academic Year, the timing of payments and details of the extent of the Further Education provision which the Academic Partner will be required to deliver as early as practicable (and in any event, not later than 30 days after the date on which the Fundable Body receives written confirmation from SFC of the allocation of funding for further education for the Highlands and Islands region in each Academic Year).

1.6 Subject to paragraphs 1.7 and 1.8 below, in each Academic Year, the Fundable Body will be entitled to make reasonable in-year adjustments to the funding to be provided to the Academic Partner for the provision of Further Education.

1.7 The Fundable Body will only be entitled to make reasonable in-year adjustments in the following circumstances:

(a) if the level of funding provided to the Fundable Body by the SFC in respect of the provision of Further Education is subject to adjustment by the SFC; or

(b) in exceptional circumstances (of which the Fundable Body will be the sole judge, acting reasonably).

1.8 The entitlement of the Fundable Body to make in-year adjustments provided for in paragraph 1.6 is above is without prejudice to any entitlement, function, power or right of the Fundable Body provided for in or constituted by the Financial Memorandum or pursuant to the FHE Acts.

1.9 In relation to all aspects of its provision of Further Education pursuant to this Agreement, the Academic Partner will comply with:

(a) any notice, direction, instruction or guidelines issued by the Regional Strategic Committee from time to time;

(b) Education Scotland quality standards and guidance; and

1.10 In planning and providing Further Education pursuant to this Agreement, the Academic Partner will have regard to:

(a) the Outcome Agreement;

(b) the objective of providing as broad and integrated a programme of Further Education as possible across the highlands and islands region;

(c) Further Education provision offered and delivered by the Other Academic Partners;

(d) the preservation of Academic Freedom;

(e) the SCQF and the desirability of providing programmes of Further Education; and

(f) the funding available from the Fundable Body to the Academic Partner for Further Education.

2. **FURTHER EDUCATION – FEES**

2.1   Where such fees are applicable, the Academic Partner will charge, collect and diligently pursue payment of any fees chargeable in respect of:

(a)   any course of Further Education in respect of which such fees are payable; and

(b)   any student who is liable to pay fees in respect of any course of Further Education on which they are enrolled.

2.2   For the avoidance of doubt, the Fundable Body will have no obligation or liability to the Academic Partner in respect of any uncollected fees or shortfall in fee income arising from failure to collect any fees chargeable or bad debt in relation to fees.

3. **FURTHER EDUCATION - STUDENT-FACING COMPLIANCE OBLIGATIONS**

3.1   The Academic Partner will:

(a)   Ensure that all students enrolled in a course or programme of Further Education are enrolled on the Academic Partner's standard terms of student enrolment or where applicable any standard terms of enrolment developed by the Regional Strategic Committee.

(b)   Provide the UHI Secretary with a copy of the Academic Partner's terms of student enrolment and notify the Fundable Body in advance of making any change to such terms.

(c)   Take account of any applicable guidance or best practice guidelines issued by Audit Scotland, the Competition and Markets Authority or the Scottish Public Services Ombudsman in relation to delivery of Further Education from time to time.

(d)   Provide students with access to articulation arrangements, as appropriate to their circumstances, to enable them to progress as seamlessly as possible from Further Education to Higher Education.

(e)   Ensure that all Further Education students are afforded the opportunity to become members of HISA.

(f)   Ensure all Further Education students have access to appropriate student welfare support services.

(g)   Ensure all Student Data is accurate and up to date.

(h)   Provide the Regional Strategic Committee with an annual summary of all student complaints received by the Academic Partner relating to Further Education.

(i)   Ensure that it provides the Fundable Body as RSB under the FHE Acts with all data and information on quality and student outcomes required to enable the Fundable Body to develop and monitor the relevant aspects of the Outcome Agreement (or any successor accountability mechanism) with the Scottish Funding Council.

Part 2 – Provision of Higher Education

1. **PROVISION OF HIGHER EDUCATION**

1.1   The Academic Partner will conduct and provide all Higher Education teaching for and on behalf of and in the name of the Fundable Body and as part of the University, as shall be agreed and funded by the UHI Court.

1.2   The Academic Partner will be responsible for and accountable to the Fundable Body for the organisation and control of the Higher Education conducted by the Academic Partner for and on behalf of the Fundable Body to the UHI Court through the UHI Principal.

1.3   The principal of The Academic Partner will be accountable to the UHI Principal for the use of all resources allocated by the Fundable Body to the Academic Partner in respect of Higher Education teaching conducted by or through the Academic Partner.

1.4   The Academic Partner may conduct such other higher education teaching and research (being higher education which does not constitute Higher Education for the purposes of the FHE Acts) funded by non-governmental or other bodies external to the Fundable Body in accordance with such guidelines as may be set by the UHI Court from time to time.

1.5   In each Academic Year, the Fundable Body will provide funding by way of grant, loan or other payment to the Academic Partner to enable the Academic Partner to provide Higher Education.

1.6   In respect of each Academic Year, the Fundable Body will provide the Academic Partner with information confirming the level of funding for the delivery of Higher Education for the forthcoming Academic Year, the timing of payments, and details of the extent of the Higher Education provision which the Academic Partner will be required to deliver as early as practicable (and in any event not later than 30 days after the date on which the Fundable Body receives written confirmation from SFC of the allocation of funding for higher education for the University in each Academic Year).

1.7   Subject to paragraphs 1.8 and 1.9 below, in each Academic Year, the Fundable Body will be entitled to make reasonable in-year adjustments to the funding to be provided to the Academic Partner for the provision of Higher Education.

1.8 The Fundable Body will only be entitled to make reasonable in-year adjustments in the following circumstances:

(a) if the level of funding provided to the Fundable Body by the SFC in respect of the provision of Higher Education is subject to adjustment by the SFC; or

(b) in exceptional circumstances (of which the Fundable Body will be the sole judge, acting reasonably).

1.9 The entitlement of the Fundable Body to make in-year adjustments provided for in paragraph 1.7 is above is without prejudice to any entitlement, function, power or right of the Fundable Body provided for in or constituted by the Financial Memorandum or pursuant to the FHE Acts.

1.10 In relation to all aspects of its provision of Higher Education pursuant to this Agreement, the Academic Partner will comply with:

(a) the Academic Quality Framework; and

(b) any notice, direction, instruction or guidelines issued by the UHI Court from time to time.

1.11 In planning and providing Higher Education pursuant to this Agreement, the Academic Partner will have regard to:

(a) the Outcome Agreement;

(b) Higher Education provision offered and delivered by the Other Academic Partners;

(c) the SCQF;

(d) the preservation of Academic Freedom; and

(e) agreed regulations, policies and procedures for validation, approval and ongoing quality assurance of curriculum as set out in the Academic Quality Framework and UK Quality Code (being the UK Quality Code for Higher Education as may be issued and updated by QAA from time to time).

2. **HIGHER EDUCATION – FEES**

2.1 Where such fees are applicable, the Academic Partner will, on behalf of and as agent for the Fundable Body, charge, collect and diligently pursue payment of any fees chargeable in respect of:

(a) any course of Higher Education in respect of which such fees are payable; and

(b) any student who is liable to pay fees in respect of any course of Higher Education on which they are enrolled.

2.2 The Academic Partner will adhere to, comply with and communicate to students (where appropriate), the fees policy of the Fundable Body.

2.3 Without prejudice to paragraph 2.1, the Academic Partner will, on behalf of and as agent for the Fundable Body, charge, collect and diligently pursue payment of any other monies or sums due to the Fundable Body from time to time by any Higher Education student. For the avoidance of doubt, the Fundable Body will have no obligation or liability to the Academic Partner in respect of any uncollected Higher Education fees or shortfall in Higher Education fee income arising from failure to collect any fees chargeable or bad debt in relation to Higher Education fees.

3. HIGHER EDUCATION – QUALITY MONITORING

3.1 The Academic Partner will provide such co-operation, information, data, evidence, or access to premises, personnel and relevant records as may be reasonably required by the Fundable Body and/or QAA from time to time in relation to any monitoring or audit activity carried by QAA in relation to the University or any Higher Education activity undertaken by the Academic Partner.

4. HIGHER EDUCATION –STUDENT-FACING OBLIGATIONS

4.1 The Academic Partner will:

(a) Ensure that all Higher Education students enrolled in a course or programme of Higher Education are enrolled on the Fundable Body terms of matriculation.

(b) Take account of any applicable guidance or best practice guidelines issued by the Competition and Markets Authority or the Scottish Public Services Ombudsman in relation to delivery of Higher Education from time to time.

(c) Provide the UHI Secretary with details of any complaints received from Higher Education students or complaints relating or relevant to the Fundable Body or the Academic Partner's role as part of the University promptly upon receipt of any such complaint, and

(including where any complaint or negative feedback is provided directly to the Fundable Body) will provide such co-operation, information and access to premises and staff as the Fundable Body may require in relation to any complaint.

(d) Ensure that all Higher Education students are issued with, fully complete and sign an enrolment form in such form as the Fundable Body may require from time to time.

(e) Ensure that all Higher Education students are provided with copies of or access to the Fundable Body Academic and non-Academic regulations, and the Fundable Body ICT Acceptable Use Policy and such other student-facing regulations and policies as may be required by the Fundable Body from time to time.

(f) Ensure that all Higher Education students are afforded the opportunity to become members of HISA.

(g) Ensure all Higher Education students have appropriate access to student welfare support services

(h) Ensure all Student Data is accurate and kept up to date.

Part 3 – Undertaking of Research Activity

1. **RESEARCH ACTIVITY**

1.1   The Academic Partner will conduct Research Activity for and on behalf of and in the name of the Fundable Body as part of the University.

1.2   The Academic Partner will be responsible for and accountable to the Fundable Body for the organisation and control of the Research Activity conducted within the Academic Partner for and on behalf of the University (whether solely or jointly with any third party) to the UHI Court through the UHI Principal, and will conduct all such Research Activity in the name of the Fundable Body and under the auspices of the University.

1.3   The principal of the Academic Partner will be accountable to the UHI Principal for the use of all resources allocated by the Fundable Body to the Academic Partner in respect of Research Activity (including people, equipment, finance, IT) conducted by or through the Academic Partner.

2. **OBLIGATIONS OF THE ACADEMIC PARTNER**

In pursuit of Research Activity, the Academic Partner will:

2.1   undertake Research Activity in accordance with this Part 3 of the Schedule.

2.2   take steps to raise its research profile both nationally and internationally by effectively disseminating its successful research and outcomes.

2.3   investigate with the Fundable Body possible commercialisation and licensing opportunities for research and outcomes to ensure that potential commercial value for research is realised.

2.4   Encourage and support academics and students to submit research and outcomes for academic publications wherever appropriate, including open access publication.

2.5   work within and contribute to submissions to the Research Excellence Framework in the name of the Fundable Body and provide its submissions to the Fundable Body in a timely manner to facilitate final submissions by the Fundable Body.

2.6   apply for, access and implement such grant funding programmes as the Academic Partner and the Fundable Body may agree are appropriate in accordance with clause 22 to maximise its core and non-core research funding.

2.7   take steps to attract PhD students and to secure funding for PhD courses and projects.

2.8   ensure Research Activity is conducted within the University Research Ethics framework.

2.9   without prejudice to paragraph 2.8, conduct all Research Activity in accordance with all relevant legal and regulatory requirements.

2.10   provide details to the Fundable Body research office of all Research Activity being undertaken by the Academic Partner and obtain consent from the Fundable Body in advance of undertaking any of the following: (i) entering into any contract, agreement, memorandum of understanding or similar arrangement (including any variation or extension of such arrangement) in respect of Research Activity (the Academic Partner may be required by the Fundable Body to enter into a back to back letter of agreement with the Fundable Body regarding any obligations placed on the Fundable Body in relation to such Research Activity ("**Letter of Agreement**")); and/or (ii) the commercialisation, disposal or licensing (including sublicensing)of any output or result of any Research Activity.

2.11   undertake to comply with any and all obligations which the Fundable Body enter into in relation to any funding terms and conditions or any other terms and conditions governing specific research projects (the "**Research Terms and Conditions**") which may be entered into by the Fundable Body prior to the parties entering into a Letter of Agreement.

2.12   where it is free to do so, grant to the Fundable Body a non-exclusive, royalty free licence, with the ability to grant sub-licences to funders or other parties working with the Academic Partner on the Research Activity as appropriate, to use its Background IP as is reasonably required to enable the research to be undertaken.

3.   **OBLIGATIONS OF THE FUNDABLE BODY**

The Fundable Body will make following support available to the Academic Partner in relation to Research Activity, grants and contracts:

3.1   Support from UHI research office:

(a)   Supports the institutional repository (PURE) for all research outputs and facilitates Academic Partners engagement, including the provision of reports;

(b)   Provides a service for all Academic Partners relating to open access requirements, and data management;

(c)   Ensures that there is an appropriate framework for research ethics which complies with the national standards, and supports researchers across the partnership in using this effectively;

(d)   Frames policy in research and knowledge exchange in line with sector practice and works with Academic Partners to deliver this;

(e)   Provides a full range of services for graduate students, in line with sector practice, involving registration, training, monitoring, assessing and awarding;

(f)   Provides detailed support to Academic Partners for the development of submissions for the Research Excellence Framework submissions;

(g)   Provides a number of staff development opportunities, including mini-sabbaticals and mentoring for researchers;

(h)   Runs cross partnership events such as the cross partner research conference, (every two years) and the Research Forum;

(i)   Engages with key stakeholders, such as UKRI and its research councils and SFC for the benefit of academic partners; and

(j)   Supports the four cross partnership research clusters.

3.2   Support from the UHI Grants and Contracts Team:

(a)   Provides detailed support and guidance – including in the preparation of business plans - for individual researchers as they prepare bids, and specifically supports the development of bids for research projects where the Fundable Body has to be the named bidder;

(b)   Scans the environment for opportunities for research projects and ensures that these are disseminated to Academic Partners;

(c) Provides support post award for research bids, including in monitoring spend and supporting the preparation of reports to funders where appropriate;

(d) Provides support for the distribution of some core funding streams, including REG, GCRF, BEIS Research Capital, and oversees required reporting of these.

3.3 Subject to the Research Terms and Conditions, the Fundable Body will, where it is free to do so, grant to the Academic Partner a royalty free, non-exclusive licence on the terms set out in the Research Terms and Conditions, to use any Intellectual Property Rights which are generated or first reduced to practice directly as a result of the work undertaken in accordance with the Research Activity.

Part 4 – Decisions requiring Fundable Body consent

The Academic Partner agrees and undertakes not to do any of the following without the prior written consent of the Fundable Body:

1.   Disposal (by way of sale, gift, transfer, assignation, lease, licence, alienation or disposal of any kind) of any capital asset with a net book value or value in excess of £50,000 on the date of such disposal where the acquisition, development or improvement of that asset was funded (wholly or partially) by sums distributed to the Academic Partner by the Fundable Body pursuant to any grant funding provided to or through the Fundable Body including, but not limited to, the Millennium Grant, any funding provided by including but not limited to Highlands & Islands Enterprise, European Commission, EU grant funding programme, or any other grant funding programme where the conditions of grant include restrictions on disposal or transfer (including but not limited to clawback arrangements).

2.   In relation to any student studying with, enrolled through, or undertaking Research Activity in any capacity with or at the Academic Partner pursuant to or under the terms of the UKVI Licence:

     (a)   the withdrawal from any course of Further Education or Higher Education;

     (b)   suspension;

     (c)   exclusion;

     (d)   or expulsion,

of any such student studying with, enrolled through, or undertaking Research Activity in any capacity with or at the Academic Partner pursuant to or under the terms of the UKVI Licence.

3.   Appoint or purport to appoint any individual to the role of Principal except as provided for by paragraph 16A of Schedule 2 of the Further and higher Education (Scotland) Act 1992.

Part 5 - Compliance with Freedom of Information (Scotland) Act 2002

1. **DEFINITIONS**

   In this Part 6 of the Schedule, the following definitions apply:

   FOISA: the Freedom of Information Scotland Act 2002, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Scottish Information Commissioner or relevant government department in relation to such legislation.

   Environmental Information Regulations: the Environmental Information Scotland Regulations 2004 (SI 2004/520) together with any guidance and/or codes of practice issued by the Scottish Information Commissioner or relevant government department in relation to such regulations.

   Information: has the meaning given under section 73 of FOISA.

   Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOISA or the Environmental Information Regulations.

2. **COMPLIANCE WITH FOISA**

   2.1 The Fundable Body and the Academic Partner each acknowledge that they are subject to the requirements of the FOISA and the Environmental Information Regulations and undertake to assist and co-operate with each other to enable them each to comply with these information disclosure requirements.

   2.2 On receipt of any Request for Information by the Academic Partner, the Academic Partner will:

   (a) provide a copy of the Request for Information to the UHI Secretary as soon as practicable after receipt and in any event within two Working Days of receiving the Request for Information;

   (b) prior to disclosing any requested Information, allow the Fundable Body to make representations regarding the handling of any such Request for Information;

   (c) without prejudice to the discretion of the Academic Partner to respond as it considers appropriate to any Request for Information, take reasonable account of any representations by the Fundable Body regarding exemptions under FOISA or the Environmental Regulations which may be applicable to the Request for Information;

(d)   provide the UHI Secretary with a copy of all Information in its possession or power in the form that the Fundable Body requires within five Working Days (or such other period as the Fundable Body may specify) of the Fundable Body requesting that Information; and

(e)   provide all necessary assistance as reasonably requested by the Fundable Body to enable the Fundable Body to respond to the Request for Information within the relevant time for compliance set out in FOISA or the Environmental Information Regulations.

2.3   Where any Request for Information under paragraph 2.2 is made under the Environmental Information Regulations and the Academic Partner does not hold such Information but reasonably believes that the Fundable Body may hold such Information it will notify the applicant and the UHI Secretary accordingly.

2.4   Where any Request for Information is made to the Fundable Body under the Environmental Information Regulations and the Fundable Body does not hold such Information but reasonably believes that the Academic Partner may hold such Information it will notify the applicant and the Academic Partner accordingly.

Part 6 – Personal Data Sharing

1. **DEFINITIONS**

1.1 **In this Part 6 of the Schedule, in addition to any terms defined in the Agreement, the following definitions apply:**

Data Controller: has the meaning set out in the Data Protection Legislation.

Data Processor: has the meaning set out in the Data Protection Legislation.

Data Security Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Data Subject: the data subjects (as defined in the Data Protection Legislation) that the Shared Personal Data relates to and which shall include (without limitation) students, staff and research participants;

Data Subject Rights Request: means a request to exercise a data subject's right in relation to their personal data held by a party or parties as referred to in the Data Protection Legislation and specifically (without limitation) Arts 13 - 22 of GDPR.

Single Point of Contract or SPoC: means an individual nominated by each party to deal with data protection issues arising under or in relation to this Agreement.

Special Categories of Personal Data: has the meaning set out in the Data Protection Legislation.

Shared Personal Data: means the Personal Data and/or Special Categories of Personal Data to be shared between the parties under or in relation to this Agreement.

Permitted Recipients: the permitted recipients of the Personal Data as set out in Annex A.

2. **LAWFULNESS OF DATA SHARING**

2.1 It is acknowledged by the parties that:

2.1.1 the Academic Partner has been assigned to the Fundable Body by the Assigned Colleges Order to deliver Further Education, Higher Education and Research Activity either as funded by, or in the name of, the Fundable Body and that it is necessary to transfer the Shared Personal Data between the parties in order to give efficacy to the relationship with a view to achieving the vision and objectives set out in Clause 3 of the Agreement to the benefit of the regions of the Highlands and Islands; and

2.1.2 the legal power to share the Shared Personal Data as envisaged by this Part 6 of the Schedule is derived from the FHE Acts. It will serve to benefit individual students and society by delivering higher and further education in Scotland.

3. **DATA SHARING RELATIONSHIP**

3.1 It is further acknowledged between the parties that the role of each party in relation to the processing of the Shared Personal Data shall depend on the purpose of the relevant processing activity and that the data sharing relationships may be as follows:

3.1.1 both parties act as a Data Controller in relation to the relevant processing activity;

3.1.2 the parties act as Joint Data Controllers in relation to the relevant processing activity; or

3.1.3 the Academic Partner acts as a Data Controller and the Fundable Body acts as the Data Processor in relation to the relevant processing activity.

3.2 As soon as reasonably practicably following signature of this Agreement, the parties shall document in a form set out in Annex A:

3.2.1 which processing activities fall under paragraphs 3.1.1 and 3.1.2 respectively, together with a description of the processing and the legal basis; and

3.2.2 which processing activities fall under paragraph 3.1.3 together with the information required under Art 28 of the UK GDPR; and

once agreed upon and signed by both parties such document shall form part of this Agreement and be referred to throughout as Annex A.

3.3 Where a processing activity (as referred under Annex A) falls under the relationships outlined in either paragraphs 3.1.1 or 3.1.2, the parties shall comply with the provisions of Annex B to this Part 6 of this Schedule.

3.4 Where a processing activity (as referred under Annex A) falls under the relationship outlined in paragraph 3.1.3, the parties shall comply with the provisions of Annex C to this Part 6 of this Schedule.

3.5 The parties agree and/or acknowledge that each party shall:

3.5.1 appoint a SPoC who will work together with the other party's SPoC to reach agreement with regards to any issues arising from data sharing under this Agreement. The SPoC for each party is as follows (or such other party as may be nominated by each party from time to time and notified to the other party):

(a) For the Fundable Body: **[Insert Details]**

(b) For the Academic Partner: **[Insert Details].**

3.5.2 cooperate with the other party in so far as reasonably necessary to enable each other to perform their obligations under Data Protection Legislation and this Part 6 of the Schedule to this Agreement and to actively improve the effectiveness of the data sharing initiative; and

3.5.3 comply with all Data Protection Legislation when processing the Shared Personal Data as envisaged by this Agreement (including specifically as set out in Annex A) and in relation to the Academic Partner, when sharing personal data with Other Academic Partners;

3.5.4   shall ensure the Shared Personal Data is restricted to that which is necessary to achieve the purpose referred to in paragraph 2.1.1 of this Part 6 of the Schedule.

3.6   **the Academic Partner Shall** on request and as soon as reasonably practicable, provide the Fundable Body with any information reasonably requested in relation to the data processing activities undertaken (or proposed to be undertaken) by the Academic Partner in order to fulfil its obligations under or in relation to this Agreement whether noted in Annex A or otherwise .

3.7   Each of the parties SPoCs shall each notify the other as soon as reasonably practicable of any issue that may arise concerning the data processing activities undertaken (or proposed to be undertaken) by such party in order to fulfil its obligations under or in relation to this Agreement whether noted in Annex A or otherwise where this includes the following matters:

(i)   a Data Security Breach;

(ii)   a Data Subject Rights Request;

(iii)   a Data Subject complaint concerning the processing of his/her Personal Data; and

(v)   processing of Special Categories of Personal Data or any Personal Data that is considered (acting reasonably) as particularly high risk

and in each case, each of the parties, shall provide such assistance as is reasonably required to enable the other party to comply with the Data Protection Legislation and confirms that it shall not respond to any Data Security Breach, Data Subject Rights Request or complaint without consulting the other party, provided this does not interfere with such party discharging its obligations under the Data Protection Legislation

3.8   Notwithstanding the mutual obligations in clause 3.7, the Academic Partner SPoCs shall also, as soon as reasonably practicable notify the Fundable Body of any issue that: (i) may arise concerning the data processing activities undertaken (or proposed to be undertaken) by the Academic Partner in order to fulfil its obligations under or in relation to this Agreement whether noted in Annex A or otherwise and which may otherwise reasonably concern or impact the Fundable Body (including bringing the Fundable Body into disrepute); (ii) data sharing with Other Academic Partners of UHI including without limitation in relation to any shared services; (iii) amendment and implementation of data

protection related policies, notices and processes; and allow UHI to make representations regarding the handling of any such matter in this clause 3.8 and provided such representations are reasonable, take account of any such representations by the Fundable Body.

4.   Review

4.1   The parties shall review the effectiveness of these data sharing terms every 12 months. The parties shall continue or amend this Part 6 depending on the outcome of this review.   The review of the effectiveness of this Part 6 of the Schedule shall include:

(a) assessing whether the information in Annex A is still correct and reflecting practice;

(b) assessing whether the parties have materially complied with the terms of this Part 6 of the Agreement.

4.2 The parties will agree to any reasonable amendment to this Part 6 to reflect any review undertaken as referred to under paragraph 4 and/or to bring it into line with any amendment to or re-enactment of any Data Protection Legislation.

Annex A to Part 6 of the Schedule

1. This Annex A documents the processing activities of the parties where it is necessary to share the Shared Personal Data for the efficacy of the relationship as outlined in the Agreement.

2.

   In recognition that data sharing and data processing activities may change and develop during the Term of the Agreement, the parties shall review this Annex A regularly in accordance with paragraph 4 of Part 6 of the Schedule and update it as appropriate. Any revised version of Annex A shall only form part of this Agreement where: (1) it is signed by the parties as a variation to this Agreement in accordance with Clause 32 of the Agreement; or (2) Annex A is updated by the Fundable Body to record a data sharing agreement, joint-controller agreement or data processing agreement entered into between the parties; or (3) Annex A is updated by the Fundable Body to reflect an entry on a Register of Processing Activity agreed by between the parties.

Section 1. Data Processing Activity where each party is a Data Controller

Processing Activity	Why it is necessary?	Category of Personal Data	Legal Basis (under Art 6 & Art 9 of the UK GDPR)	Permitted Recipients:
				• **the Fundable Body [insert]** • **the Academic Partner [insert]**

Section 2. Data Processing Activity where the parties are Joint Data Controllers

Processing Activity	Why it is necessary?	Category of Personal Data	Legal Basis (under Art 6 & Art 9 of the UK GDPR)	Permitted Recipients:
				the Fundable Body [insert] **the Academic Partner [insert]**

Section 3. Data Processing Activity where the Academic Partner is the Data Controller and the Fundable Body is the Data Processor

Processing Activity	Duration	Nature	Purpose	Type of Personal Data	Category of Data Subject

Annex B

This Annex applies where the parties share Personal Data as Data Controller and separately as Joint Data Controllers as referred to in Annex A.

1. SCOPE

1.1 During the term, the parties agree to transfer Shared Personal Data between each other for the purposes set out in Sections 1 and 2 of Annex A to this Part 6 of the Schedule ("**the Agreed Purpose**").

1.2 Where the processing activity falls under Section 1, for the purposes of the Data Protection Legislation, the parties shall be each a Data Controller. Where the processing activity falls under Section 2, for the purposes of the Data Protection Legislation, the parties shall be considered Joint Data Controllers. This Annex B shall apply equally where both parties are acting as separate Data Controllers and when they are acting as Joint Data Controllers, except where otherwise stated.

2. PURPOSE

2.1 The parties agree to only process the Shared Personal Data for the Agreed Purposes.

2.2 The parties shall not process the Shared Personal Data in a way that is incompatible with the Agreed Purposes.

3. FAIR AND LAWFUL PROCESSING

3.1 Each party shall ensure that it processes the Shared Personal Data fairly in accordance with the Data Protection Legislation, which shall include providing the Data Subjects with the necessary fair processing information required under the Data Protection Legislation. For the avoidance of doubt and regardless of whether the processing activity falls under Section 1 (Data Controller to Data Controller) or Section 2 (Joint Data Controllers) of Annex A, the Fundable Body shall be responsible for providing the fair processing information to Higher Education Students with the Academic Partner being responsible for, subject to any drafts being approved by the Fundable Body in advance, providing fair processing information to all other Data Subjects (including Further Education students, the Academic Partner staff and research participants), unless otherwise agreed. Should the Academic Partner consider any changes proposed by the Fundable Body to any drafts submitted to the Fundable Body for approval in accordance with this clause may, it its reasonable opinion, breach Data Protection Legislation, then the Academic Partner is entitled to reject such changes and inform the Fundable Body of the same. Upon such

notification by the Academic Partner. each of the Parties shall each work together to promptly resolve any rejections to the parties' mutual satisfaction (both acting reasonably).

3.4   Each party shall ensure it:

(a) processes the Shared Personal Data lawfully and in doing so, has established and recorded the Legal Basis For Processing (see Annex A);

(b) in so far as it is applicable, complies with its obligations as a Joint Controller under Article 26 of the UK GDPR and:

(i) makes available to Data Subjects the essence of the arrangements contemplated by this Agreement as is required by Article 26(2) of the UK GDPR; and

(ii) acknowledges that Data Subjects may exercise their rights under the Data Protection Legislation in respect of and against each party in accordance with Article 26(3) of the UK GDPR.

4.   DATA QUALITY

4.1   Each party shall use its reasonable endeavours to ensure that before transferring the Shared Personal Data to the other party, that the Shared Personal Data are adequate, accurate, relevant and not excessive for the Agreed Purposes.

4.2   Shared Personal Data must be limited to the Shared Personal Data as detailed in Annex A.

4.3   Shared Personal Data may be shared with each party's Permitted Recipients, subject always that each of the parties shall (i) not disclose the Shared Personal to anyone other the Permitted Recipients; and (ii) procures that those Permitted Recipients are subject to written confidentiality obligations no less onerous that imposed on the parties under this Agreement in respect of the Shared Personal Data.

5.   DATA SUBJECTS' RIGHTS

5.1   Subject to paragraphs 3.6.2 of Part 6 of the Schedule:

5.1.1 the Fundable Body shall be responsible for handling any Data Subject Request or other such similar requests from Higher Education students received by either party ; and

5.1.2 the Academic Partner shall be responsible for handling any Data Subject Request or other such similar request it receives from any other Data Subject under or in relation to this Agreement.

5.2 When dealing with Data Subject Rights Requests and other similar requests under paragraph 5.1, each party shall maintain a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

6. DATA RETENTION AND DELETION

6.1 The party receiving the Shared Personal Data shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

6.2 Notwithstanding paragraph 6.1, the parties shall continue to retain Shared Personal Data: (i) in accordance with any statutory or professional retention periods applicable in their industry; or (ii) where the parties are of the view (acting reasonably) that retaining the Shared Personal Data (in whole or in part) is necessary and can be justified in accordance with the Data Protection Legislation or applicable law in which case the relevant party shall specify its own retention period taking into consideration the requirements of the Data Protection Legislation or applicable law.

6.3 Subject to paragraph 6.2, the party receiving the Shared Personal Data shall ensure that any Shared Personal Data are returned to the disclosing party or destroyed securely (at the option of the discloser) in in the following circumstances:

(i) on termination of the Agreement;

(ii) on expiry of the term of the Agreement; and/or

(iii) once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes.

6.4 Following the deletion of Shared Personal Data in accordance with paragraph 6.3, the receiving party shall notify the disclosing party that the Shared Personal Data in question has been deleted.

7. TRANSFERS

7.1 For the purposes of this paragraph 7, transfers of Shared Personal Data shall mean any sharing of Shared Personal Data by the receiving party with a third party, and shall include, but is not limited to, the following:

(i)   storing Shared Personal Data on servers outside the UK;

(ii)   sub-contracting the processing of Shared Personal Data to sub-processors located outside the UK; and

(iii)   granting third parties located outside the UK access rights to the Shared Personal Data.

7.2 The receiving party shall not disclose or transfer the Shared Personal Data to a third party located outside the UK without: (i) the disclosing party's prior written consent; and (ii) ensuring the transfer/disclosure is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards in place pursuant to the Data Protection Legislation and provided that enforceable data subject rights and effective legal remedies for data subjects are available; or (iii) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

8.   SECURITY AND TRAINING

8.1 Each party shall only provide the Shared Personal Data to the other by using secure methods as agreed between the parties in advance and shall only process such Shared Personal Data, once received, in accordance with appropriate technical and organisational security measures as required under the Data Protection Legislation.

8.2 Having regard to the state of technological development and the cost of implementing such measures, the parties acknowledge that the technical and organisational security measures they have in place are appropriate in order to:

(a)   prevent, in so far as reasonably practicable:

(i)   unauthorised or unlawful processing of the Shared Personal Data; and

(ii)   the accidental loss or destruction of, or damage to, the Shared Personal Data; and

(b)   ensure a level of security appropriate to:

(i) the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage of Shared Personal Data; and

(ii) the nature of the Shared Personal Data to be protected.

9. DATA SECURITY BREACHES AND REPORTING PROCEDURES

9.1 Having considered the applicable Data Protection Legislation, the parties confirm they have in place their own guidance that must be followed in the event of a Data Security Breach.

9.2 Notwithstanding paragraph 3.6.2 of Part 6 of the Schedule, the parties are under a strict obligation to notify any potential or actual Data Security Breach to the other party as soon as possible and, in any event, within 12 hours of identification to enable the parties to consider what action is required in order to resolve the issue in accordance with the applicable Data Protection Legislation.

9.3 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

Annex C

This Annex applies where the parties share the Shared Personal Data and the Academic Partner is the Data Controller and the Fundable Body is the Data Processor as set out in Section 3 of Annex A.

1. Data Processing Terms

1.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Academic Partner is the Data Controller and the Fundable Body is the Data Processor in relation to the processing activity set out in Section 3 of Annex A ("the Services"). Section 3 of Annex A sets out the scope, nature and purpose of processing by the Fundable Body, the duration of the processing and the types of Shared Personal Data and categories of Data Subject.

1.2 Without prejudice to the generality of paragraph 1.1, the Academic Partner will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Shared Personal Data to the Fundable Body and/or lawful collection of the Shared Personal Data by the Fundable Body on behalf of the Academic Partner for the duration and purposes of this Agreement.

1.3 Without prejudice to the generality of paragraph 1.1, the Fundable Body shall, in relation to any Shared Personal Data processed in connection with the performance of the Services:

(a) process that Shared Personal Data only on the documented written instructions of the Academic Partner unless the Fundable Body is required by Data Protection Legislation to otherwise process that Shared Personal Data. Where the Fundable Body is relying on Data Protection Legislation as the basis for processing Shared Personal Data, the Fundable Body shall promptly notify the Academic Partner of this before performing the processing required by the Data Protection Legislation unless those Data Protection Legislation prohibit the Fundable Body from so notifying the Academic Partner;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Academic Partner, to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data, appropriate to the harm that might result from the

unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Shared Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Shared Personal Data outside of the UK unless the prior written consent of the Academic Partner been obtained and the following conditions are fulfilled:

(i) the Academic Partner or the Fundable Body has provided appropriate safeguards in relation to the transfer;
(ii) the Data Subject has enforceable rights and effective legal remedies;
(iii) the Fundable Body complies with its obligations under the Data Protection Legislation by ensuring any such transfer meets the requirements of Chap V of the UK GDPR; and

(iv) the Fundable Body complies with reasonable instructions notified to it in advance by the Academic Partner with respect to the processing of the Shared Personal Data;

(e) assist the Academic Partner, at the Academic Partner's cost (with the Fundable Body acting reasonably in this regard), in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner or regulators;

(f) notify the Academic Partner without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Academic Partner delete or return the

Shared Personal Data and copies thereof to the Academic Partner on termination of the agreement unless required by Data Protection Legislation to store the Shared Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Annex C and allow for audits at the cost of the Academic Partner by the Academic Partner or the Academic Partner's designated auditor and immediately inform the Academic Partner if, in the opinion of the Fundable Body, an instruction infringes the Data Protection Legislation.

2. the Academic Partner provides the Fundable Body general authorisation to engage third party processors of the Shared Personal Data. The Fundable Body shall notify the Academic Partner if it wishes to appoint or replace a relevant third party processor and allow the Academic Partner the opportunity to object to the same (acting reasonably and without undue delay). the Fundable Body confirms that it has entered or (as the case may be) will enter with any relevant third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this Annex C and the Fundable Body confirms that they or they will reflect and will continue to reflect the requirements of the Data Protection Legislation.

3. Either party may, at any time on not less than 30 days' notice, revise this Annex C by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Part 7 – Millennium Grant Agreement

[copy to be annexed for ease of reference]

Part 8 – Financial Memorandum for the Academic Partner

Part 9 – UHI IP Policy

[to be inserted]

Part 10 – Definitions

1.   In this academic partner agreement, the following definitions shall apply:

Academic Council: the University's Academic Council constituted under the Articles of Association of the Fundable Body.

Academic Freedom: has the meaning attributed to it by section 26(4) of the Further and Higher Education (Scotland) Act 2005.

Academic Quality Framework: the University academic quality framework academic standards and regulations, and associated policies and procedures as such regulations, policies and procedures may be issued, amended, supplemented or replaced from time to time by notice in writing to the Academic Partner.

Academic Year: each period of 12 months commencing on 1 August in each year.

Agreement: means this academic partnership agreement.

All Party Agreement: means the agreement among the Fundable Body and the UHI Partners dated [   ] and providing for [commitment to the University vision etc.]

Applicable Law: all law applicable in and to Scotland as amended from time to time, and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the Academic Partner's obligations under this Agreement.

Assigned Colleges Order: the Assigned Colleges (University of the Highlands and Islands) Order 2014/146.

Background IP: Any Intellectual Property Rights owned or controlled by a party prior to commencement of or developed independently from a Research Activity, and which that party contributes or uses in the course of performing the Research Activity.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Dispute: any dispute under this Agreement.

Existing Academic Partner Agreements: the academic partner agreement between the Fundable Body and the Academic Partner dated 11 March 1999

and funding and service level agreement between the Fundable Body and the Academic Partner dated 15 November 2000.

FE Governance Code: the Code of Good Governance for Scotland's Colleges published in August 2016 by Colleges Scotland as such code may be supplemented, amended or replaced from time to time.

FHE Acts: the Further and Higher Education (Scotland) Act 1992, the Further and Higher Education (Scotland) Act 2005 including any statutory modification or re-enactment thereof for the time being in force.

Financial Memorandum: the financial memorandum between the Fundable Body and the Academic Partner dated/ effective from 1 January 2016 in respect of the provision of funding for Further and Higher Education a copy of which is annexed at Part 8 of the Schedule, and such other memoranda as may supplement, amend or replace it by notice in writing to the Academic Partner from time to time.

FoI Legislation: the Freedom of Information (Scotland) Act 2002 and the Environmental Information Scotland Regulations 2004 (SI 2004/520).

Further Education: means any course or programme of fundable further education, as defined in the FHE Acts.

Highlands and Islands: the local government areas of Shetland, Orkney, Western Isles, Highland, Moray, Perth and Kinross and Argyll and Bute.

HE Governance Code: the Scottish Code of Good HE Governance published in October 2017 by the Committee of Scottish Chairs Steering Group as such code may be supplemented, amended or replaced from time to time.

Higher Education: means any course of fundable higher education, as defined in the FHE Acts.

HISA: the students' association for the University and the UHI Partners, operated by Highlands and Islands Students Association a company limited by guarantee incorporated and registered in Scotland with company number SC511955 whose registered office is at 12B Ness Walk, Inverness IV3 5SQ, or any successor body or association to the role of students' association for students of the University.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names, domain names, rights to goodwill, rights in designs, rights in computer software (including source code and object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and

renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.

MG Distribution Agreement: means the distribution agreement between the Fundable Body and the Academic Partner dated 6 & 27 May 1997 providing for the distribution of a proportion of the Millennium Grant to the Academic Partner, a copy of which is annexed as Part 7 of the Schedule.

Millennium Grant: means the grant funding made available to the Fundable Body by the Millennium Commission (now Big Lottery Fund) in respect of the UHI Millennium Institute Project on or around 23 May 1997.

Other Academic Partners: the institutions which are from time to time, members of the University of the Highlands and Islands academic partnership and have entered into academic partnership agreements with the Fundable Body (excluding the Fundable Body and the Academic Partner).

Outcome Agreement: the Highlands and Islands regional further and higher outcome agreement entered between SFC and the Fundable Body, and such other agreement(s) as may supplement, amend or replace it from time to time.

Performance Indicators: any performance measures, indicators, or targets agreed in writing from time to time by the Fundable Body and the Academic Partner.

Personal Data: has the meaning set out in the Data Protection Legislation.

QAA: the Quality Assurance Agency for Higher Education.

Regional Strategic Committee: the committee or other body constituted under the Articles of Association of the Fundable Body with the responsibility for ensuring the strategic delivery of high quality tertiary education across the academic partnership formed by the University (or any successor committee(s) or body(ies) with the same or a similar remit).

Research Activity: activity undertaken by, within, on behalf of the University or in the name of the Fundable Body which constitutes or contributes to any process of investigation which leads to the effective sharing of new insights in any field or discipline, including knowledge exchange activity.

Research Councils: the research councils operated/ co-ordinated by UK Research and Innovation.

Research Excellence Framework: the framework for assessment of Research Activity in UK higher education institutions, as such framework may be implemented, updated or amended from time to time.

Schedule: the schedule in 9 parts annexed as relative to this Agreement.

SCQF: the Scottish Credit and Qualifications Framework or such other qualifications framework as may be adopted by the SFC at any time.

SFC: the Scottish Further and Higher Education Funding Council.

Start Date: the date of this Agreement.

Student Data: means the Personal Data of any Higher Education student or Further Education student.

UHI Court: the board of governors of the Fundable Body.

UHI Foundation: the foundation of the Fundable Body as constituted pursuant to the Articles of Association of the Fundable Body.

UHI Partners: together, the Academic Partner and the Other Academic Partners.

UHI Principal: the principal of the University appointed pursuant to the Articles of Association of the Fundable Body, as appointed from time to time.

UHI Professional Services: the support services, university executive and administrative functions provided by the Fundable Body's executive office to the Academic Partner in terms of Clause 15.

UHI Secretary: means the University Secretary of the University.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

University Policies: the common policies of the University adopted across the University following approval by the Partnership Council (or any successor body), and as published from time to time at the My UHI Policies Sharepoint site (or such alternative location as may be adopted by the Fundable Body from time to time) and as such policies may be supplemented, amended or replaced from time to time (and each a **University Policy**).

University Strategic Plan: the strategic vision and plan 2015-20 for the University developed, adopted and published by the Fundable Body, as such strategic vision and plan may supplemented, amended or replaced from time to time.

UKVI Licence: the Fundable Body's Tier 4 Higher Education UK Visas & Immigration licence.

University: means the academic partnership of the University of the Highlands and Islands comprising the Fundable Body, the Academic Partner and the Other Academic Partners.

Working Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business.

2. The following definitions and rules of interpretation apply in this Agreement:

    (a) Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

    (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

    (c) The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

    (d) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

    (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

    (f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

    (g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

    (h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

    (i) A reference to **writing** or **written** includes e-mail and/or electronic publication unless otherwise specifically indicated.

    (j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

    (k) A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

    (l) References to clauses are to the clauses of this Agreement; references to paragraphs are to paragraphs of the relevant Part of the Schedule.

    (m) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

From:	Brian Crichton
Sent:	09 May 2022 16:01
To:	Roger Sendall
Cc:	Alastair MacColl; Todd Walker; Sheena Stewart; Robbie Francis
Subject:	Re: Academic Partner agreement

Thank you for this Roger.

The latest version of the agreement was reviewed by PC UHI Chairs Committee last week, and we concluded that there would need to be a full board discussion before a decision could be made on ratification – the board meeting will take place on 16th June.

In a previous communication to you I noted that
"there is still some way to go with respect to mutuality and processes for i) building service budgets and ii) holding UHI(EO) to account for delivery. The document thus remains one sided and does not truly reflect a partnership that is founded on collaborative practice."

PC UHI Chairs Committee are unanimously very disappointed that no material progress has been made on the issues outlined above, nor in instituting processes that might allay our concerns, and consequently we shall move the debate forward to a full board discussion. Consideration will by necessity be given to the Partnership Agreement in the light of the VC presentation to Court on "OneUHI", and the outcomes of the forthcoming Chairs/Principals meeting in June when I would hope we can understand better the way forward to financial sustainability, and what part PC UHI might play in that journey.

Kind regards,
Brian

Dr Brian A.L. Crichton,
Chair, Board of Management,
Perth College UHI,
brian.crichton.perth@uhi.ac.uk
+44 7990 557466

From: Roger Sendall <Roger.Sendall@uhi.ac.uk>
Date: Wednesday, 4 May 2022 at 12:13
To: Brian Crichton <brian.crichton.perth@uhi.ac.uk>
Cc: Alastair MacColl <Alastair.MacColl@uhi.ac.uk>, Todd Walker <Todd.Walker@uhi.ac.uk>, Sheena Stewart <Sheena.Stewart@uhi.ac.uk>, Robbie Francis <rfrancis@thorntons-law.co.uk>
Subject: Academic Partner agreement

Dear Brian

Following circulation of the updated Academic Partner Agreement in March, we have had further feedback from a number of Partners, which is very welcome.

We have made a small number of further amendments to the Agreement and attach this with these changes shown tracked. These are relatively minor points, amended in response to specific feedback from Partners, and are hopefully straightforward to agree.

In relation to the detailed feedback you had provided, we have commented on these points to explain the position adopted in the Agreement, and why in a number of cases we have not made a change to the Agreement.

Having taken account of feedback where we have been able to do so, the attached version of the Agreement is intended to be the final version, which we will now produce for each Partner in final form, for approval prior to signature.

If you have any queries on any of the above or the attached Agreement, please let me know.

Kind regards

Roger

Roger Sendall MSc ACG/ACIS
Director of Corporate Governance
Stiùiriche Riaghladh Corporra

roger.sendall@uhi.ac.uk
01463 279371 | 07385 433455

U:HI

uhi.ac.uk
Scottish charity no. SC022228

Perth College UHI

Committee	Board of Management
Subject	22/23 Budget
Date of Committee meeting	16/06/2022
Author	Iain Wishart
Date paper prepared	09/06/2022
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose – to present how the College can achieve a breakeven position in 22/23. The paper also highlights risks associated with achieving breakeven. ii) Impact – what are the intended outcomes: Board approval of the recommendations and agreement that breakeven is achievable. iii) Course of Action – The SMT will apply agreed recommendations.
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	SMT, Finance & Resources Committee
Action requested	☒ For information ☒ For discussion ☒ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)

Perth College UHI

Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	Yes, the budget reflects the use of resources through 22/23
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	Yes, the budget sets assumptions that may not translate into actual results. Click or tap here to enter text.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: - Compliance - National Student Survey - partnership services - risk management - other activity [e.g. new opportunity] – please provide further information	Aligns with Financial Sustainability
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.
Island communities	No

Perth College UHI

Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

For how long must the paper be withheld? Click or tap here to enter text.

Further guidance on application of the exclusions from Freedom of Information legislation is available via:
http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp
and
http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

22/23 Budget

Academic year 22/23 has been named a "flat cash" year in the sector as SFC funding will be the same a in 21/22 at £1.5bn. The document below shows that SFC funding will actually remain flat through 26/27 which will be a significant strain on the sector and Perth College but long range planning is outside the scope of this document.

Education and Skills Portfolio Context:

Table 5: Education and Skills Portfolio Spending Plans

Level 2*	2022-23 £m	2023-24 £m	2024-25 £m	2025-26 £m	2026-27 £m
Learning	532	548	548	568	813
Children and Families	194	195	195	195	195
Early learning and childcare	57	57	57	57	307
Higher education and student support	349	349	349	349	349
Scottish Funding Council	1,502	1,501	1,501	1,501	1,501
Advanced Learning and Science	23	23	23	23	37
Skills and Training	271	270	270	270	270
Total	2,927	2,943	2,943	2,963	3,472

* Figures include rounding adjustments and projected internal running costs which are subject to change as programming is finalised.

This table is sourced from the Scottish Government Resource Spending Review document.

The first pass of the Perth College Group (including AST) budget showed a loss of £(1.1)M. The make-up of the loss can be seen in the summarised P&L below.

With most of our income coming from SFC funding and with the sector being in a flat cash year it is no surprise that our income looks similar to 21/22. There will be some increase in income primarily driven by International income estimates.

Staff costs are showing a significant increase year on year as can be seen by staff costs increasing from 77.5% of income to 82.1% of income. Salary increase covers some of this movement but the budget also showed a number of "un-named" staff which were originally assumed to be new staff additions next year. However, when we analysed the make up of the un-named heads there was a mix of staff who have been subsequently hired, staff who are in the process of being hired, a method of adding staff overtime and new staff awaiting budget approval. The staff numbers are also based on preparing to deliver our Target which are lower than the allocation from EO in the first pass. Our FE Target credits are 26,787 while the first pass allocation from EO was 24,001. This is a gap of 2,786 which is the equivalent of between £500K and 700K of cost.

	21/22 FY Estimate	22/23 Budget
Income	25,819	26,038
Staff	20,000	21,385
	77.5%	82.1%
Non-Staff	4,463	5,743
	17.3%	22.1%
AOP	1,356	(1,090)
Clawback	847	
Adjusted AOP	509	

Non-staff costs are also showing a significant increase, 17.3% up to 22.1%. A significant part of this increase can be explained by not being in lockdown e.g. travel is budgeted to increase from a low base in 21/22 to over £250K in 22/23, there is also an increase in non-TQFE training of over £100K. However, there are other significant factors;

1. Inflation. Utilities are set to increase from £400K per year to over £650K. We have assumed a mixture of 5% - 10% inflation across the year.
2. The budget assumes an update of ICT equipment as laptops etc have a limited life.
3. A new integrated HR/Payroll system £138K.
4. Normal budget "protection". It isn't unusual for budget holders in any organisation to put more in their budget as they know they will be cut no matter what they do.

How to Get Back to Breakeven in 22/23

There are a number of steps we can take to move the College back to breakeven, from tightening controls to simply cutting budget spend.

1. ICT spend for the first 9 months 21/22 = £408K. If we extrapolate the £408K out for a year (assuming that spend will slow down at the end of the year) and add on inflation of 10% for next year than we arrive at a 22/23 estimate of £548K. The budget is sitting at £900K. A reason for the increase is that ICT are recommending a refreshment program for our ICT kit. This is important but we think this should be done outside of the budget with a program over a number of years, reviewed and approved at SMT level. The recommendation is taking out £200K from the ICT budget.

2. The budget has £138K of HR/Payroll integrated system implementation costs. We may be able to capitalise this on the basis that it was funded through commercial income. We have to investigate and confirm this.

3. Travel is going up from almost £0 in 21/22 to £266K 22/23. The recommendation is we cut travel by 50% = £133K.

4. Non TQFE Training is at over £200K in the budget. This is a "catch-up" category due to being in lockdown but in a flat cash year maybe we can't afford the full catch up. The recommendation is that we cut this by 50% = £100,000K.

5. Course costs have rolled up for 22/23 at £1.1M. Working with one of the SDD's we brought their course costs down by 22%. We think there is enough "buffer" in the course costs to reduce this overall number by 15%. Some of the areas have very high course costs as they prepare for their share of the 26,787 credits while some will be impacted by higher inflation e.g., building costs. However, we think we will be covered even after a £161K reduction.

6. Marketing has been budgeted across a number of departments rather than all going through the Marketing department. The recommendation is to reduce the overall spend by around £30K and review the control of spend linked to value for money.

7. Wellbeing income: Originally there wasn't going to be any mental health funding in 22/23 however, we are now going to receive the same amount as last year plus there are funds for two staff on secondment plus there are still some monies we have received but not spent yet. This will increase our income by £100K (this number could be higher once we have reviewed the detail).

8. Unfortunately, it was noted during the review that insurance had not been budgeted for so this needs to be added into the budget, £89K.

9. The remaining balance, to get back to breakeven, would come from staff costs. The first recommendation is to freeze headcount additions and develop further controls around resourcing. This will allow us to make clearer decisions. However, in general we believe that staff costs are significantly higher than they will actually be i.e. the college has budgeted for 26.787 credits. As an example, during our budget discussions with Sport & Fitness we found £55K of "bank staff" that could be taken out which would be part of the £324K. Part of our 21/22 budget solution (which also had a first pass loss of over one million) was that our staff costs were overstated and we would naturally come in at least £300K lower than budget and this has been comfortably achieved.

The above balances that budget. The recommendation is that we apply the recommendations above and present a breakeven budget in the FFR. However, there are significant risks which could have a significant impact on the sustainability of the College.

1. Can we hit our target numbers? First pass HE targets are based on 1,924 FTE's. Our budget forv21/22 was just over 2,000 but we have missed this to the point where £847K is being clawed back and this does not include the £400K of lost tuition we have already suffered.
2. What will be the final national bargaining number? We have allowed for 3% in the budget. Each 1% of salary increase is around £200K of cost, what if the final number is 7% or higher?
3. The final allocations still have to be released by EO. Final credits for UHI went down from pass one so our credit numbers could drop further.
4. What will the impact of the curriculum review have, will it be significant in 22/23?

Risks 1,2 and 4 have to be clearly set out in the FFR.

Perth College UHI

Paper No. 5

Committee	Board of Management
Subject	21/22 and 22/23 FFR
Date of Committee meeting	16/06/2022
Author	Iain Wishart
Date paper prepared	09/06/2022
Executive summary of the paper	There is no supporting paper with this document as the requirements for FFR reporting will be covered in the Budget 22/23 paper.
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	SMT, Finance & Resources Committee
Action requested	☐ For information ☐ For discussion ☒ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	Yes, the FFR reflects the use of resources through 21/22 and 22/23

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Perth College UHI

Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	Yes, the FFR sets assumptions that may not translate into actual results. Click or tap here to enter text.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	Aligns with Financial Sustainability
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	No If yes, please give details: Click or tap here to enter text.

Perth College UHI

Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

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http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

Perth College UHI

Committee	Board of Management
Subject	Perth College Refreshed Branding
Date of Committee meeting	16/06/2022
Author	Veronica Lynch
Date paper prepared	09/06/2022

Executive summary of the paper	Please outline the follow elements of this paper:
	
	i) Purpose – what is it for
	ii) Impact – what are the intended outcomes
	iii) Course of Action – what happens next & by whom
	
	i) Purpose – This paper provides an overview of the proposed Perth College refreshed branding and associated consultation exercise undertaken across stakeholder groups.
	ii) Impact – this activity is focussed on the direction for the Perth College refreshed brand and how this would support the messaging across our range of target audiences. This is a significant issue which will impact the College and University's recruitment and resulting financial sustainability across the period of the revised branding.
	iii) Course of Action – The Board of Management are requested to:
	   1. Provide feedback on the College's proposed direction of travel to refresh our visual identity
	   2. Note and review the findings from the consultation exercise undertaken in relation to refreshing the College branding.
	   3. Endorse SMT's recommendation to proceed with the revised Perth College UHI Brand refresh unless the final consultation feedback reflects an alternative approach is necessary.

Consultation Please note which related parties, stakeholders and/or	Staff, students and employers

Perth College UHI

Committees have been consulted	
Action requested	☐ For information ☐ For discussion ☐ For endorsement ☒ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	**Yes**/ No This will require Perth College marketing team to invest development time in refreshing the branding with an estimated £30k cost for refreshed signage and other materials. This will also involve the College marketing team engaging with UHI in the implementation of the refreshed College branding alongside the new University partnership branding.
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	**Yes**/ No Perth College choosing not to refresh its branding with the changes that have already been implemented within UHI is a high risk to the College as this could lead to competitive disadvantage. This approach is different to other academic partners within UHI and this refresh is designed to align as closely as possible to minimise any confusion these changes may cause in the market place.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	Learner Experience College Strategy Business Development Strategy International Strategy Risk Management Financial Sustainability
Equality and diversity	No

Perth College UHI

Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	**No** Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	Yes/ **No** If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	**Yes**/ No

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

Perth College UHI

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BOARD OF MANAGEMENT   **16 JUNE 2022**

PERTH COLLEGE BRANDING REFRESH   **FOR APPROVAL**

Background

Following UHI's recent rebranding exercise, Perth College were unable to join the new visual identity due to our wish to retain our valued College identity alongside our membership of the UHI Partnership. The UHI rebrand was launched in March 2022 and replaced the University of the Highlands and Islands with UHI and removed the word College.

Perth College senior management initially agreed with the UHI revised branding approach, however had concerns around the proposed change to remove the word College due to the level of competitor Colleges and Universities situated in close proximity to Perth College and the crucial role that FE plays in ensuring strong HE applications due to the strong number of progressions of students from FE into HE programmes. The UHI's FE revenues at £48.3m (Perth £8.57m) are double that of HE revenues at £22.9m (Perth £7.4m). Perth College delivers 21.2% of the UHI FE credits and 32.9% of the HE FTE numbers.

As part of the staff and student consultation into the new UHI visual identity in November 2021, these audiences recognised the importance of the FE element of Perth College UHI delivery in order to achieve our HE progression numbers alongside the competitiveness of Perth College's catchment. This feedback was presented to the Board of Management in December 2021 who endorsed the recommendation to retain the word College.

Our proposal to UHI to adopt UHI Perth College was subsequently rejected meaning that we would remain as Perth College UHI rather than becoming UHI Perth in line with other academic partners across the UHI region.

Perth College UHI Proposed Brand Refresh

With the UHI unified brand now launched, the current Perth College UHI brand looks dated in comparison and has remained the same for the last 10 years. This provides an opportunity for Perth College to refresh its current branding. This will enable us to modernise our visual identity to be more current and to better reflect where we are as a college and help us compete within our FE and HE markets through being more appealing to our target audiences. This will also enable the use of the UHI naming convention within the brand and will provide the opportunity to reduce any clash with the revised UHI brand.

Our proposed brand refresh aims to support our recruitment activities and communities and is the vehicle for communicating the fantastic opportunities we offer our students. We have already begun to engage staff, students and communities and should the consultation exercise prove to be positive, we plan to have the refreshed branding in place for the beginning of the 2023 recruitment cycle, which is October 2022. This rebrand will be developed and managed in-house utilising Perth College UHI Marketing Team's time and expertise.

The benefit of this exercise being a visual rebrand rather than full-rebrand means all stakeholders will instantly recognise that we are still identifying as Perth College UHI without a lengthy explanation, as UHI had to narrate and communicate.

Our proposals will be presented at the Board of Management meeting and this paper outlines the feedback from the consultation process undertaken with our stakeholder audiences to date.

The consultation process includes a request for feedback on adopting a default brand colour, for uniformity and brand recognition, especially for launch, compared to a broader colour palette potentially utilised for certain departments, products or sub-brands.

Update on Refreshed Perth College Visual Identity Consultation Process

Consultation with students, staff and stakeholders has been undertaken over the last 2 week period with feedback provided presented for the Board's information.

Student Feedback

To date, gathering student feedback and prospective student feedback has been prioritised ahead of the students completing their course for this academic year. Currently, 80 students have provided feedback through the consultation process including:

Open Q – general feedback, incl typeface
- *New logo looks different to every other college.*
- *The new way of showing the name is simpler and removes the long words.*
- *The tree is relevant to the college because the campus is full of trees.*
- *Removing the Highlands and Islands part from the name makes sense because were not in the highlands.*
- *The new logo is more appealing*
- *It seems more reassuring*
- *Looks bolder and easy to read*
- *I think it's a good change*
- *The new logo is less chaotic*
- *The new font is less scary*
- *It's enough of a change*
- *I like how Perth College sits above UHI vs how it is now where UHI is on the top*
- *If we change the colour, it will help make it clear that there's been a change*
- *The new logo is much better*
- *The new logo is much bolder which really draws you to it.*
- *The new one is much cleaner and less words to confuse you*
- *The new one is more modern and doesn't look old fashioned*
- *You can still tell its Perth College UHI.*

Should we adopt a central brand colour or have a palette?
- *100% support having a central brand colour but would like to see the sub colours used.*
- *There was some support for the palette, but they understood the idea that for signage and receptions it could look a bit messy to have multiple colours everywhere.*
- *I think with the signage it could end up being confusing if they're all different colours, it might make it colourful, but everyone might end up lost.*
- *More colours would be good in some places*

What do you think of the strapline?
- *Seems relevant to my experience.*
- *I can identify with the story of it.*
- *I immediately understand what it means.*
- *I can really relate to the message.*
- *It's encouraging.*
- *It would make me want to join.*
- *Could it be 'Find Your Next Move'?*
- *Applies to anyone, isn't age specific.*

- *Really like this, it doesn't need to be explained.*
- *It even applied when you finish your course because our lecturers help us looking for jobs so that's helping us find our next step even when we're about to leave.*

Any thoughts on the Subrands
- *Could we have the same tree as the college with different text?*
- *Would be nice to feel part of a bigger thing*
- *If we position The Retreat as a commercial salon, it could damage our relationships with local businesses who employ our students if they see us as competition.*

Does it improve your perception of Perth College UHI?
- *Makes us stand out more.*
- *Shows that we are developing but not totally changing.*
- *If you're on the fence it might help to convince you to come to college.*

Do you think it reflects who we are as Perth College UHI?
- *Generally, people just said yes to this, nobody said no but there weren't any detailed responses.*

Staff Feedback

A number of staff have already had the opportunity to engage in this brand refresh consultation process. This will continue with focus group sessions taking place at the Staff Conference on 17 June. Feedback to date has included:

- 'Great design, modern, up-to-date connected, recognisable, like one colour',
- 'Find Your Right Path relevant to all levels.
- 'Colour - personalised business cards might confuse employers'.
- 'Improvement on UHI, well done doing in-house and not external agency!'
- 'Line behind text looks odd'. Like the teal single-colour.'
- 'Can see the leaf shape working well on animation'.
- 'The strapline is relatable to everyone.'
- 'Good for accessibility'.
- Amazing/ great, stands out, looks part of UHI but still college.
- Its friendly and the 'vibe' of the college, can tell it's designed by someone who knows the college well.
- Like tagline, works for everything, even after you leave. 10/10.

Business Feedback

It is early in the process of sourcing feedback from our business customers, however the feedback to date has included:

- *'Really like the new identity, calm, relaxing colours, practical'.*
- *'Like the colours, Love the tagline, liked the reasons why we kept the tree (campus, learning, growth, strength, proud of heritage). Suggested one colour per college area would strengthen branding and consistency'.*

Recommendations

The early findings of the consultation on the refreshed branding have identified the positive view from all the target audiences. This consultation process will continue, including the opportunity to gain the board's feedback on the refresh proposals at the Board of Management meeting.

The Board of Management are therefore requested to:

1. Provide feedback on the College's proposed direction of travel to refresh our visual identity
2. Note and review the findings from the consultation exercise undertaken in relation to refreshing the College branding.
3. Endorse SMT's recommendation to proceed with the revised Perth College UHI Brand refresh unless the final consultation feedback reflects an alternative approach is necessary.

Committee	Board of Management
Subject	Tay Cities Deal Hospitality Skills Project
Date of Committee meeting	16/06/2022
Author	Veronica Lynch
Date paper prepared	17/05/2022
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose – This paper requests approval from the Board of Management for Perth College UHI to act as lead partner for this £2m skills programme on behalf of the Tay Cities regional partners. ii) Impact – this activity will draw down revenue funding of £2m from Tay Cities Deal towards the project. iii) Course of Action – It is recommended that the Board of Management note the approach that the College is taking to inform the approval process and endorses the recommended way forward. The Board are requested to approve the following: 1. Perth College act as lead on the TCD Hospitality Skills Project to develop the Business Justification case for submission to Scottish and UK Governments for approval. 2. Accept the risks associated with acting as lead partner with the £2m grant funding flowing through Perth College over an 8 year period to cover direct delivery costs or for procurement of services to other Tay Cities Deal partners. 3. Agree to proceed with the appointment of a Project Lead for the project while the Business Justification Case is going through the TCD approval process.
Consultation Please note which related parties, stakeholders and/or	College Board, Industry, Regional Partners, Scottish and UK Governments.

Perth College UHI

Committees have been consulted	
Action requested	☐ For information ☐ For discussion ☐ For endorsement ☒ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	**Yes**/ No This will require staff time to develop the project Business Justification Case which will not be funded as part of the TCD funding. All project activity once approved will be covered in full by the £2m TCD funding.
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	**Yes**/ No This document outlines the Risks associated with the project and the associated mitigations already underway or planned.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	Growing the College's reach nationally and internationally Improved student experience New opportunity for the Curriculum
Equality and diversity	Yes/ **No**

Perth College UHI

Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	Yes/ **No** Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	Yes/ **No** If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Confidential
Freedom of information Can this paper be included in "open" business?*	Yes/ **No**

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Its disclosure would substantially prejudice the commercial interests of any person or organisation	☒	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

Perth College UHI

For how long must the paper be withheld? September 2023

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BOARD OF MANAGEMENT   **16 JUNE 2022**

TAY CITIES DEAL HOSPITALITY SKILLS   **FOR APPROVAL**

1. Introduction

Perth College UHI has been asked to lead on the Hospitality Skills Project within the Tay Cities Deal £20m Skills Programme. This project will be presented in the first wave of projects developed by the TCD Skills Advisory Board. Perth College UHI as project lead requests approval from the Board of Management to act as lead partner for this £2m skills programme on behalf of the Tay Cities regional partners.

2. Project Summary

The Hospitality Skills Project seeks to address the skills challenges currently being faced by the Hospitality and Tourism industry within the Tay Cities Region. Attraction and retention of talent has been a challenge for the sector which has been exacerbated by both Brexit and Covid. Work requires to be done with the industry to improve the perception of the sector as offering a career with opportunities for security, flexibility, development, and progression.

The 3 regional colleges, Perth College UHI, Dundee and Angus College and Fife College together with the universities will through this project, work with the industry to review the learning and career pathways to attract a more diverse workforce. Increasing the diversity of the workforce into the industry will include a particular focus on young people those with disabilities/ health conditions and those from deprived areas.

This project will also play a significant role in upskilling and reskilling the existing workforce to take account of new business models required to implement efficiencies and create greater opportunities for growth, innovation and diversification. This will support increased retention rates within the existing workforce.

3. Project Scoping

Work with the hospitality and tourism industry has been undertaken with a key group of industry representatives to ensure that this project meets the needs of the industry in a post Brexit, post Covid landscape. This work will continue to be done throughout the life of the project to ensure the project adapts as industry needs change.

Based on this industry engagement, the key issues requiring to be addressed primarily relate to the attraction and retention of talent to the hospitality and tourism industry which has been disproportionately impacted by both the exit from the EU and Covid. This has created a labour shortage which in many cases has impacted the industry's ability to offer the service provision which was in place pre-Covid. The scope of the project will therefore include:

- Concerted work to focus on the **positioning of the hospitality and tourism industries as offering a genuine career pathway** will be part of the key objective to attract new entrants to the sector and to increase the diversity of the workforce.
- A **particular focus on young people** as part of an expanded and comprehensive engagement strategy to promote the hospitality and tourism sectors and educate parents and the public about career opportunities within the industry.
- Undertaking work within all 32 secondary schools in the Tay Cities Region to deliver hospitality skills taster sessions to pupils in s1 to s6 to influence course choices. This will provide an opportunity to **reposition the perception of careers** within the sector. This work within secondary schools will include parallel work in relation to whether the **skills, capacity and infrastructure is in place within each school for Home Economics**

teaching together with how this is delivered with a focus on increasing the interest in career opportunities such as professional cookery ahead of course choices being made.

- Undertaking **continued hospitality and tourism industry engagement** throughout the duration of this project **to further highlight the career pathways in place to support clear routes into and within the industry supporting progression to attract and retain key talent** within its existing workforce. This continued engagement will enable gaps to be monitored within those career pathways. An example of this is the Foundation Apprenticeship in Hospitality Skills is focused on SCQF level 4. This has not yet been fully piloted to assess its value for both the young people and the industry. Delivery and evaluation of the success of this intervention together with further identified gaps are of interest to the industry to ensure all potential career routes support both industry and young people's needs.

- Engaging with the existing hospitality workforce to deliver **industry focused leadership and management interventions** which will enable them to accelerate their own careers and to **mentor the next generation of workforce**. Individuals already working and succeeding in the industry have opportunities to use their skills to secure senior roles across the country and indeed internationally. As a result, these high performers are often lacking the incentives to remain in the region, which in creates a shortage of mentors/trainers and role models. This project will work to anchor those high performers in the region through a mentor focussed hospitality and tourism leadership programme, aimed at utilising their expertise to attract and mentor the next generation of the workforce. This will also provide those senior leaders with the **tools to respond to and manage change with a focus on innovation and the creation of new business models to grow and increase the flexibility, resilience and sustainability** of those businesses within an ever-changing and evolving economic climate. These approaches will nurture a rewarding career environment that provides motivation and stimulation that will provide broader career satisfaction than salary factors alone.

- Engaging with regional partners delivering all parts of the Employability Pipeline stages 1-5 as well as other Tay Cities Deal skills projects, particularly the phase 2 project, 'Targeting Pockets of Need' which will offer services at Stage 0 in the employability pipeline to re-engage individuals who have been economically inactive for a number of reasons, including intergenerational worklessness as well as those with health barriers or neurodiverse conditions. The Hospitality Skills Project will not duplicate any existing provision in this area, but rather **candidates benefiting from support through other TCD interventions will be channelled where appropriate into the Hospitality Skills programme to provide tangible, industry focussed routes into employment**.

This approach with a clear industry backing, will provide key industry experiences for the next generation of workforce with the aim of creating and supporting the attraction, retention, development and enthusiasm of a skilled regional workforce, trained to the standards required by the industry and which will meet the demands of the projected recovery and subsequent projected growth in the sector, as well as to support the sector to survive and emerge stronger in a post COVID landscape.

The project has been designed to work alongside, and to complement, other TCD skills projects including Digital Skills and the SME project as well as in particular, the phase 2 projects that will address pockets of need across the Tay Cities Region.

Industry partners including Visit Scotland, Gleneagles, Crieff Hydro, Dunkeld House Hotel and Glenturret Distillery are engaged in the planning and design for this project.

4. Project Cost and Scale

The project has a value of £2m over ten years. The partnerships involved in the project are of the scale required to deliver the outcomes but are not as extensive as some of the other projects within the TCD. Within the terms of the Green Book principles as a £2m total project, there may be elements of activity which would be tendered for delivery over a period of over 3 years and potentially be in excess of £250k. In this instance, this would categorise this project to be of medium value and risk within the Government's Green Book terminology.

The aims of the project are containable and are specific to specialist areas of work. The staffing arrangements and the management arrangements agreed by the planning group are simple and planned for maximum efficiency.

A Business Justification Case will be developed and will include a full options appraisal, a full financial appraisal and will have detailed spending objectives. A cost benefit assessment will be developed along with full targets and outcomes.

5. Financial Profile

This project has an agreed drawdown profile with Scottish Government as outlined within the overall Skills Programme approval.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Spend Profile	0	0	80,000	280,000	320,000	360,000	400,000	300,000	200,000	60,000

N.B. Figures have been rounded, to £2m. Any changes to the spend profile will be subject to affordability constraints and securing agreement with Scottish Government.

A more detailed financial profile will be developed as part of the Business Justification Case.

6. Risk

The project is focused and tailored to deliver skills required by the hospitality and tourism industries. The outcomes and ambitions of the project are targeted, based on clearly identified skills gaps, and will be delivered by an established partnership primarily of Colleges across the Tay Cities Region.

The risk threshold is therefore limited and eminently manageable. Staffing for the project will be minimal at 1.5 fte and will be recruited, employed and managed by the College. All costs associated with these staff will be covered by the Tay Cities Deal funding.

The key risks and associated risk mitigations in relation to the project are outlined below.

	Risk	Possible Mitigations	Severity
1	Grant funding is paid quarterly in arrears	• Project staff recruitment and associated delivery activity would only be undertaken on formal approval of this project.	Low
2	TCD Hospitality Skills funding alone is unable to address the Hospitality sector's wider skills and recruitment challenges	• Work with national hospitality and tourism agencies and industry partners to embed this skills project within wider national and international talent attraction interventions	High

	Risk	Possible Mitigations	Severity
3	Insufficient recruitment demand for Hospitality qualifications among young people	• Work will be undertaken within schools to target young people before course choices are taken to stimulate interest and to ensure career choices are informed • Work with schools management to ensure infrastructure and capacity is in place for Home Economics delivery in schools • Increased marketing targeting RUK and International recruitment	High
4	Funding investment required to be incurred before TCD grant can be drawn down	• Perth College UHI Board of Management to understand and endorse the cash flow implication of the College undertaking the lead partner role. • Undertake a challenge fund/ procurement approach to the delivery of the project where delivery partners submit bids on the basis of payment following successful delivery of provision • Seek the support of UHI/ SFC of the cashflow risks of Perth College UHI leading this project to ensure flexibility in the Cash Flow Return to SFC. This would reduce the risk of negative cash flow as part of the College's normal delivery. • Approach EO of UHI to request a short-term Strategic Investment Revenue fund to enable the project to proceed at risk until full approval is provided and to ensure the financial profile remains deliverable	Medium
5	UHI/ SFC unable to support the Colleges requirement for flexibility of the Cash Flow Return process	• Implement a Challenge Fund/ procurement process where delivery partners are aware that payment will be made quarterly in arrears following grant drawdown.	Low
6	Outputs are unable to be delivered in full	• Work with schools to ensure Home Economics infrastructure is enhanced to increase interest in hospitality qualifications • Increased promotion of hospitality skills in schools, thereby increasing demand progressing into hospitality careers • Ensure continued industry engagement throughout the duration of the project.	High

	Risk	Possible Mitigations	Severity
7	Insufficient organisations to undertake delivery on a procured approach with a quarterly in arrears payment profile	• Implement a financial sustainability criteria within the challenge fund/ procurement process to ensure delivery partners are not placed at risk of cash flow challenges through delivering within this project. • Consider implementing an approach with a small proportion of the grant funding which will allow a diverse group of delivery partners including third sector to engage in the process.	Low

7. Strategic Case

This project is strategically important to address the skills challenges faced by the hospitality and tourism industries exacerbated by both EU exit and the impact that Covid restrictions have caused in relation to significantly reduced revenues and a depleted workforce with difficulties in talent attraction, retention and skills development.

The project strategic case and overall aims are integral within the skills programme and regional partners have emphasized the need for this project to provide support to a struggling industry in order that the sector can recover and get back to the pre-covid growth projections. This provides a strong rationale and justification for the project within the phase 1 stage of the Tay Cities Deal Skills Programme.

Existing home economics training in schools is limited where offered and typically provides limited focus on the professional career paths offered within the hospitality and tourism industries. The work which can be undertaken by colleges and universities to address this strategic challenge will aim to broaden the offer to ensure equity of opportunity across the Tay Cities Region. Perth College UHI as the lead for the BA (Hons) Food Nutrition and Textiles Education which is tailored to train Home Economics teachers makes the College well positioned to lead this project. This activity will ensure a much closer linkage to the needs of the industry.

The project aims to work with the companies and education providers, to determine how the current career pathways to hospitality and tourism roles across all levels of skills can be positioned and adapted to attract a new diverse workforce to the sector. Work to provide training, apprenticeship opportunities and placements to people from the Tay Cities Region will be undertaken with a key aim of ensuring that the benefits of the hospitality and tourism industries are enjoyed by local people, that growth in these areas can be genuinely inclusive.

8. Procurement

Within the terms of the Green Book principles as a £2m total project, there may be elements of activity which would be tendered for delivery over a period of over 3 years to College's Universities or occasionally to private providers, with contract values potentially in excess of £250k.

All procurement will comply with the College's Procurement Strategy, Policy, and procedures. The procurement service is managed via an Advanced Procurement for Universities (APUC) shared service agreement. Perth College UHI also follow the Scottish Government's Procurement Journey as best practice for public sector procurement.

Where flexibility can be built into the procurement process to enable agility and address industry demand, this will be implemented while still complying with national government procurement policies.

9. Recommendation

The Board are requested to approve the following:

a) Perth College act as lead on the TCD Hospitality Skills Project to develop the Business Justification case for submission to Scottish and UK Governments for approval.
b) Accept the risks associated with acting as lead partner with the £2m grant funding flowing through Perth College over an 8 year period to cover direct delivery costs or for procurement of services to other Tay Cities Deal partners.
c) Agree to proceed with the appointment of a Project Lead for the project while the Business Justification Case is going through the TCD approval process.

Author: Veronica Lynch, Project Lead on behalf of Tay Cities Deal partners

Perth College UHI

Committee	Board of Management
Subject	Board Schedule of Meetings 2022-23
Date of Committee meeting	16/06/2022
Author	Clerk to the Board of Management
Date paper prepared	02/06/2021
Executive summary of the paper	This Paper outlines the proposed schedule for Board-level meetings for Academic Year 2022-23, including identified business and compliance priorities for the year.
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	Initial consultation with Clerk to CMT has taken place to ensure timeous reporting of papers/minutes is possible within the proposed schedule.
Action requested	☐ For information ☐ For discussion ☐ For endorsement ☒ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	~~Yes/~~ No
Risk implications Does this activity/proposal come with any associated risk	~~Yes/~~ No Click or tap here to enter text.

to the College, or mitigate against existing risk? (If yes, please provide details)	
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	n/a
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	~~Yes/~~ No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	~~Yes/~~ No Click or tap here to enter text.

Perth College UHI

Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	~~Yes/~~ No If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes~~/ No~~

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

For how long must the paper be withheld? Click or tap here to enter text.

Further guidance on application of the exclusions from Freedom of Information legislation is available via:
http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp
and
http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

Perth College Board of Management – Proposed Schedule of Meetings 2022/23

Committee	Cycle 1		Cycle 2		Cycle 3		Cycle 4	
	Date	Business & Compliance	Date	Business & Compliance	Date	Business & Compliance	Date	Business & Compliance
Chairs & Remuneration	Thu 01 Sep	Membership Review; Principal's Objectives	Mon 14 Nov		Tue 31 Jan		Tue 02 May	Draft Principal's Objectives
Strategic Development	Mon 19 Sep		Mon 05 Dec		Thu 02 Mar **NB: JOINT MEETING WITH F&R**	Consider financial aspects of strategic development activities	Tue 09 May	
Learner Experience	Wed 14 Sep	HISA Perth Plan of Work Perth Partnership Agreement	Wed 23 Nov	National Student Survey; Student Satisfaction and Engagement Survey; Postgraduate Taught Experience Survey	Wed 08 Feb	Induction Early Experience Survey; Student Retention & Attainment Report; SFC Benchmark Report on KPIs	Wed 26 Apr	Student Destinations; Student Recruitment Targets

Committee	Cycle 1			Cycle 2			Cycle 3			Cycle 4	
	Date	Business & Compliance		Date	Business & Compliance		Date	Business & Compliance		Date	Business & Compliance
Finance & Resources	Mon 03 Oct	Full Year Management Accounts; Final Budget & Financial Forecast Return; Estates Strategy		Mon 12 Dec **NB: JOINT MEETING WITH AUDIT**	Annual Financial Statements; External Audit Annual Report		Thu 02 Mar **NB: JOINT MEETING WITH SDC**	Draft Mid-Year Review Consider financial aspects of strategic development activities		Mon 22 May	Indicative Budget & Financial Forecast Return;
Audit	Wed 12 Oct	Annual H&S Report; Review compliance against Governance Code to allow preparation of Certificates of Assurance		Mon 12 Dec **NB: JOINT MEETING WITH F&R**	Annual Financial Statements; External Audit Annual Report; Internal Audit Annual Report; Audit Committee Report to Board		Mon 13 Mar	H&S Operational Risk Register		Tue 30 May	Internal Audit Annual Plan; External Audit Annual Plan

Committee	Cycle 1		Cycle 2		Cycle 3		Cycle 4	
	Date	Business & Compliance	Date	Business & Compliance	Date	Business & Compliance	Date	Business & Compliance
AST Board	Tue 27 Sep	Full Year Management Accounts;	Tue 29 Nov	Draft AST Annual Accounts;	Thu 23 Feb		Thu 18 May	AST Business Plan & Budget
Board of Management	Thu 20 Oct	Approve Budget & Financial Forecast Return; Summary of Policies & Procedures due for Review	Thu 22 Dec	Approve Annual Accounts; Approve External Audit Annual Report; Approve Internal Audit Annual Report; Approve Audit Committee Report to Board	Mon 27 Mar	Approve Mid-Year Review	Wed 07 June	Receive Indicative Budget & FFR Dates for 2023/24 Committee Meetings

Key Assumptions:

- All Finance & Resources and AST meetings to take place at least one week after production of quarterly Management Accounts to ensure that most up-to-date information is available for scrutiny
- F&R to precede Audit during each cycle in case issues raised at F&R require to be flagged
- Multiple Board-level committees within same week to be avoided wherever possible within schedule
- Per Terms of Reference, 1 meeting per year of Strategic Development Committee and F&R to take place jointly to consider financial aspects of Strategic Plan, etc.

Dates for Noting:

September 05 2022 Commencement of Semester 1

October 10-14 2022 Autumn Recess

January 23 2023 Commencement of Semester 2

April 03 – 14 2023 Easter Recess

June 02 2023 End of Academic Year

College Closed Days:

October 10/11 2022

December 23 2022 – January 06 2023

April 03/04 2022

Perth College UHI

Paper No. 9

Committee	Board of Management
Subject	Management Book 9 Months 21/22
Date of Committee meeting	16/06/2022
Author	Iain Wishart
Date paper prepared	09/06/2022
Executive summary of the paper	Sets out the College Financials through the first 9 months of 21/22
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	SMT, Finance & Resources Committee
Action requested	☒ For information ☒ For discussion ☐ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	No
Risk implications	No

Perth College is a registered Scottish charity, number SC021209

Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	Click or tap here to enter text.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	Aligns with Financial Sustainability
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	No If yes, please give details: Click or tap here to enter text.

Perth College UHI

Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

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and
http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

Financial Performance Review

YTD April 21/22

Group Overview

Our nine month AOP (Profit) is £1.2M surplus. As can be seen from the charts, opposite, the key drivers of this performance are staff costs and non-staff costs.

Staff costs are below budget driven by lower HE numbers and budget heads who have not been recruited. STEM has made that largest contribution to the below budget performance.

Most of 21/22 has been conducted under COVID rules which has resulted in non-staff costs being below budget in areas such as travel, printing etc.

** Please note that there is still a risk of "clawback" in the sector. This is related to lower HE FTE's. Clawback, if it happens, is estimated at £1.5M which would take us into a loss for the year. **

YTD Income (Excl Bursary) £M

20.2 / 20.5 / 20.4

Act 20/21 / Act 21/22 / Bud 21/22

YTD Staff Cost £M

14.4 / 14.8 / 15.4

Act 20/21 / Act 21/22 / Bud 21/22

YTD Non-Staff Cost £M

4.5 / 4.5 / 5.1

Act 20/21 / Act 21/22 / Bud 21/22

YTD AOP £M

1.3 / 1.2 / 0.0

Act 20/21 / Act 21/22 / Bud 21/22
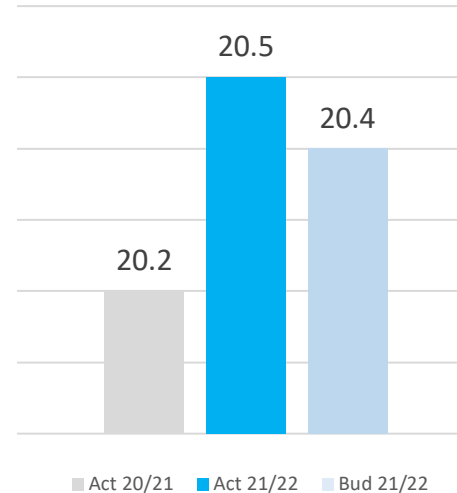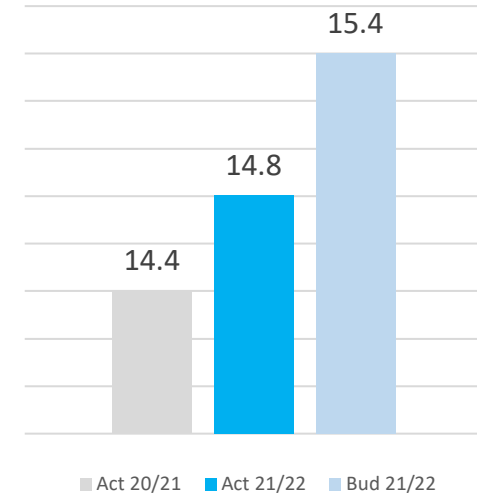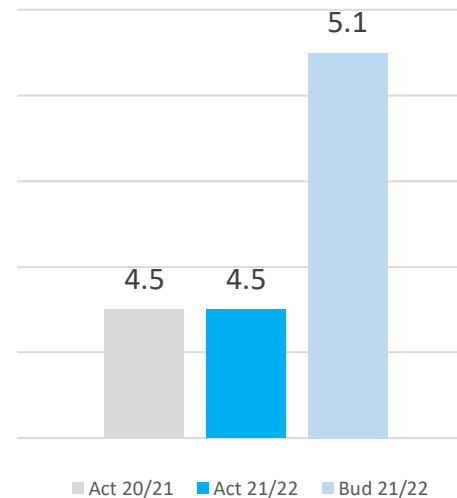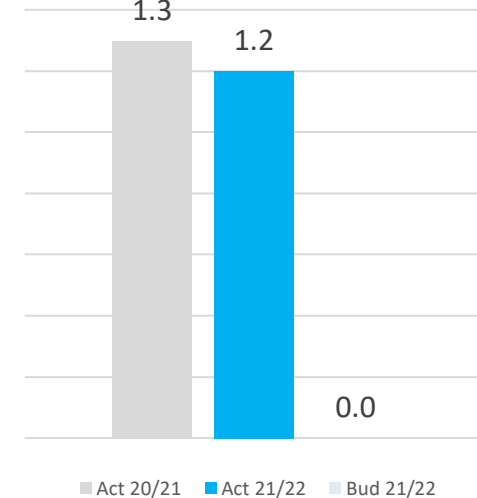
Group Overview v Budget

As can seen below our Profit (AOP) is at £1.2M and well ahead of a breakeven budget.

From the variances below it can be seen that the Academic and Business profit are better than budget while Services are below budget. However, there are two important points to note that are impacting Services:
1. The rate of spend of funded repairs and maintenance (Estates) is behind budget although we will spend 100% of funds before the end of the year.
2. We have accrued the 21/22 salary increases into Business Services, the value of this is £330K.

Taking this into account all areas are actually performing better than budget.   .

Actual £K

Actual YTD 21/22	Academic	Business	Services	Total
Funding	12,066	4	698	12,768
Tuition Fees	2,542	1,490	17	4,048
Commercial	1,508	906	1,255	3,669
Total Income	**16,115**	**2,400**	**1,970**	**20,485**
Staff Costs	9,140	1,514	4,182	14,836
% Income	56.7%	63.1%	212.3%	72.4%
Non-Staff Costs	689	590	3,190	4,469
% Income	4.3%	24.6%	161.9%	21.8%
AOP Surplus/(Deficit)	6,286	296	-5,402	1,180
% of Income	39.0%	12.3%	(274.2)%	5.8%

Budget £K

Academic	Business	Services	Total
11,903	0	1,368	13,271
2,747	1,340	0	4,087
1,185	867	1,026	3,078
15,835	2,207	2,394	20,436
9,873	1,453	4,043	15,369
62.3%	65.8%	168.9%	75.2%
904	681	3,527	5,112
5.7%	30.8%	147.4%	25.0%
5,059	73	-5,177	-45
31.9%	3.3%	(216.3)%	(0.2)%

Variance £K

Academic	Business	Services	Total
163	4	-670	-503
-205	149	17	-39
322	39	230	591
280	192	-424	49
733	-62	-139	532
261.9%	-32.0%		1093.5%
214	90	338	642
76.5%	46.7%		1318.5%
1,228	221	-225	1,223

Academic Performance

The YTD Gross Margin for consolidated Academic areas is 39.0%. The College requires a Gross Margin of at least 30% from all income generators to breakeven.

YTD Income (Excl Bursary) £M

16.9 — Act 20/21
16.1 — Act 21/22
15.8 — Bude 21/22

YTD Staff Cost £M

9.2 — Act 20/21
9.1 — Act 21/22
9.9 — Bud 21/22

YTD Non-Staff Cost £M

0.6 — Act 20/21
0.7 — Act 21/22
0.9 — Bud 21/22

YTD Gross Profit £M

7.2 — Act 20/21
6.2 — Act 21/22
5.1 — Bud 21/22
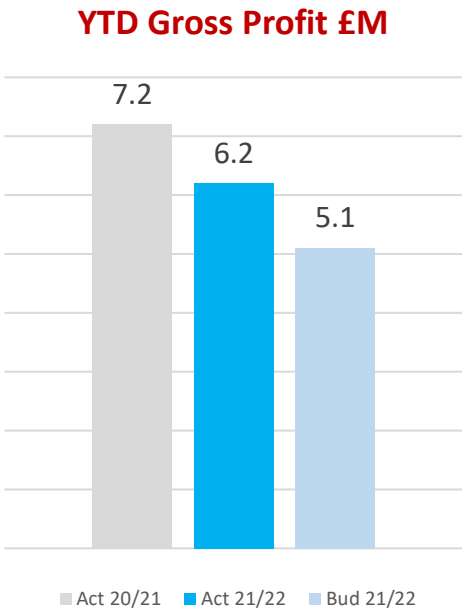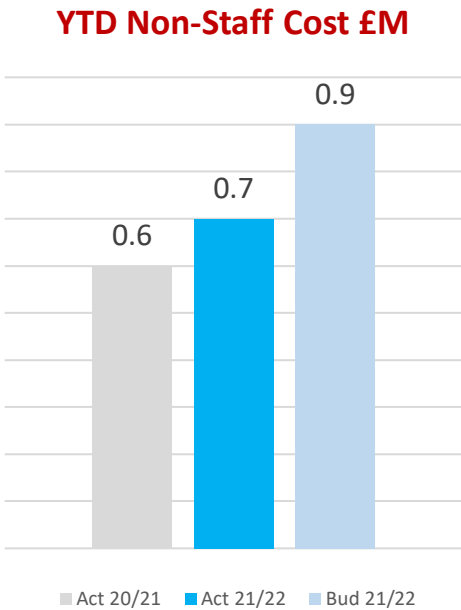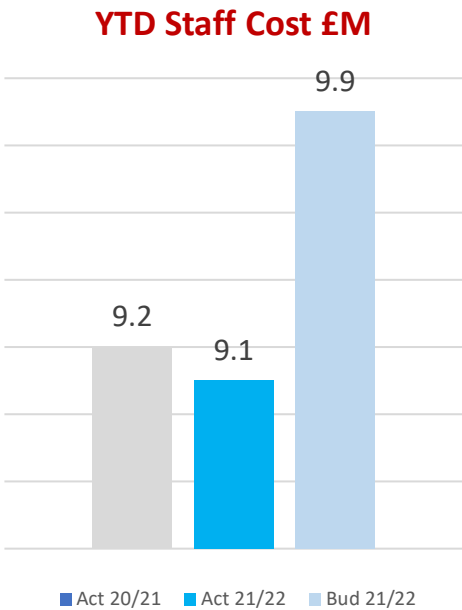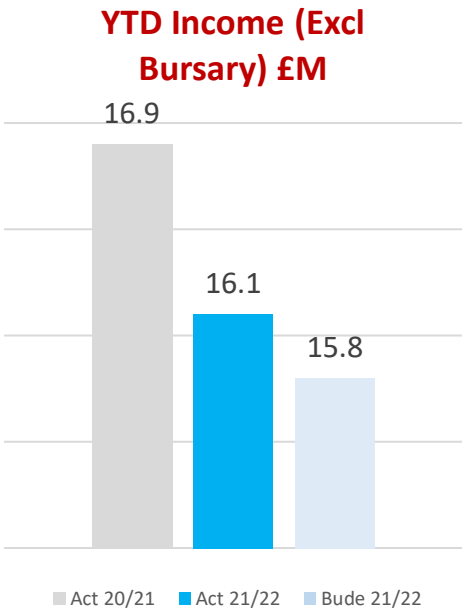
Academic Performance

As can be seen below, the Gross Margin of all academic areas is performing ahead of budget. To allow the college to breakeven we need Gross Margin to be at least 30%. As noted earlier the performance is due to lower staff costs driven by:

1. Lower HE activity resulting in less temporary staff and
2. Less heads hired versus budgeted.

Non-Staff costs are also well below budget due to being in COVID lockdown at the start of the academic year. Note STEM non-staff costs are higher than budget as construction materials for courses which have had significant increase.

Actual £K

Actual YTD 21/22	STEM	BMCL	CCI	ALS	Research	Academic Total
Funding	2,506	2,615	2,542	4,246	158	12,066
Tuition Fees	311	786	601	811	33	2,542
Commercial	1,059	157	60	218	14	1,508
Total Income	**3,876**	**3,558**	**3,203**	**5,275**	**204**	**16,115**
Staff Costs	2,100	2,197	1,717	3,024	102	9,140
% Income	54.2%	61.7%	53.6%	57.3%	50.1%	56.7%
Non-Staff Costs	374	132	102	59	23	689
% Income	9.7%	3.7%	3.2%	1.1%	11.1%	4.3%
Gross Profit	**1,402**	**1,230**	**1,383**	**2,192**	**79**	**6,286**
Gross Margin	36.2%	34.6%	43.2%	41.6%	38.8%	39.0%

Budget £K

	STEM	BMCL	CCI	ALS	Research	Academic Total
Funding	2,487	2,549	2,501	4,190	175	11,903
Tuition Fees	227	907	738	875	0	2,747
Commercial	848	85	136	114	2	1,185
	3,563	3,542	3,375	5,180	177	15,835
	2,515	2,369	1,761	3,128	100	9,873
	70.6%	66.9%	52.2%	60.4%	56.9%	62.3%
	283	217	215	164	26	904
	7.9%	6.1%	6.4%	3.2%	14.5%	5.7%
	765	956	1,398	1,888	51	5,059
	21.5%	27.0%	41.4%	36.5%	28.6%	31.9%

Variance £K

STEM	BMCL	CCI	ALS	Research	Academic Total
19	66	41	55	-17	163
84	-122	-136	-64	33	-205
210	72	-76	104	12	322
313	16	-172	95	27	280
415	172	44	104	-2	733
132.6%	1058.2%		109.1%	-6.4%	261.9%
-91	85	113	105	3	214
-29.2%	524.5%		110.3%	10.6%	76.5%
637	273	-15	304	29	1,228

Business Performance

The YTD Gross Margin for Business is 12.3%. The College requires a Gross Margin of at least 30% from all income generators to breakeven.

YTD Income (Excl Bursary) £M

- Act 20/21: 1.9
- Act 21/22: 2.4
- Bud 21/22: 2.2

Legend: ■ Act 20/21 ■ Act 21/22 ■ Bud 21/22

YTD Staff Cost £M

- Act 20/21: 1.4
- Act 21/22: 1.5
- Bud 21/22: 1.5

Legend: ■ Act 20/21 ■ Act 21/22 ■ Bud 21/22

YTD Non-Staff Cost £M

- Act 20/21: 0.6
- Act 21/22: 0.6
- Bud 21/22: 0.7

Legend: ■ Act 20/21 ■ Act 21/22 ■ Bud 21/22

YTD Gross Profit £M

- Act 20/21: 0.0
- Act 21/22: 0.3
- Bud 21/22: 0.1

Legend: ■ Act 20/21 ■ Act 21/22 ■ Bud 21/22
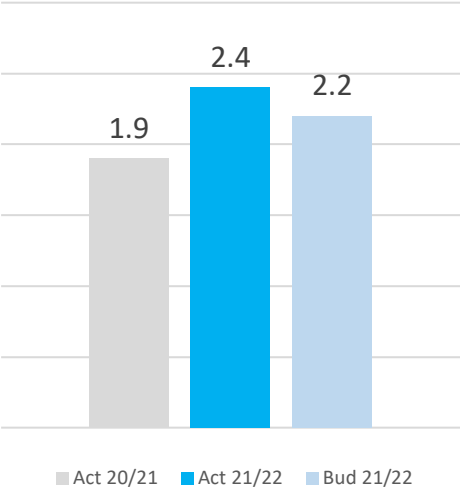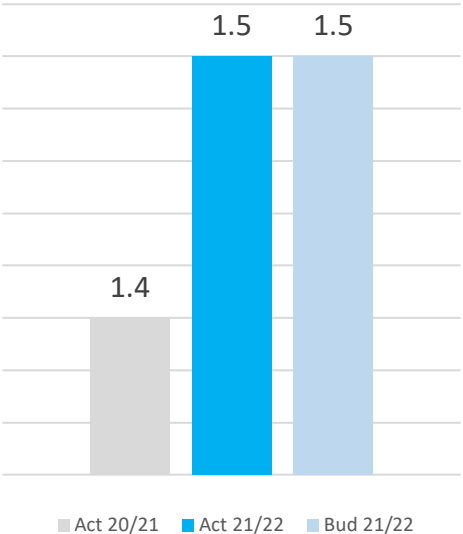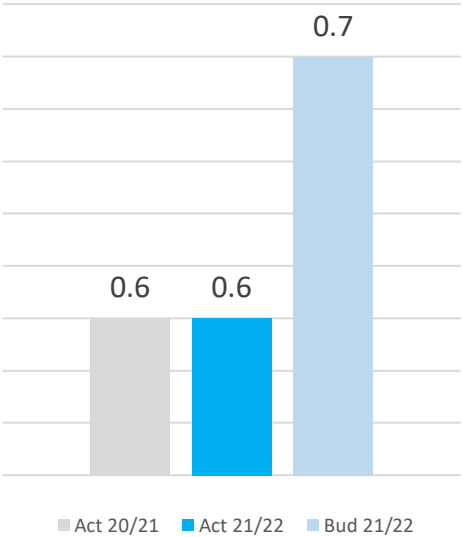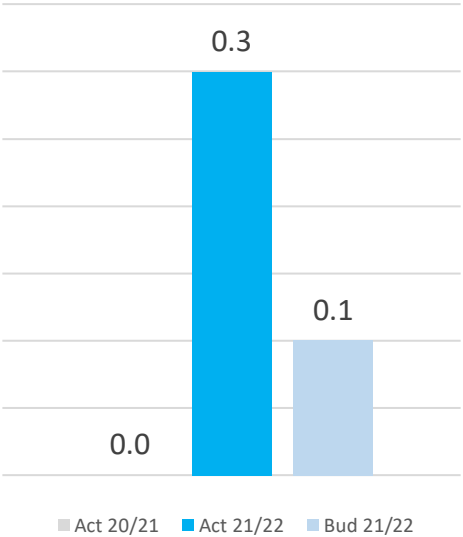
Business

There is a mix of gross margins across our Businesses. In order to breakeven we require our businesses to make a Gross Margin of 30%. It should be noted that for the purposes of this comparison we back out the college management charge from AST. This charge is only for published accounts and removing this charge allows us to have a clearer understanding of the AST contribution to the college.

The consolidated Business category is making more Gross Profit than budget, £221K, although most of this is related to AST performance.

Actual £K

Actual YTD 21/22	AST	Residences	ASW	Nursery	Total
Funding	0	0	0	4	4
Tuition Fees	1,490	0	0	0	1,490
Commercial	6	301	395	204	906
Total Income	**1,496**	**301**	**395**	**208**	**2,400**
Staff Costs	893	0	373	247	1,514
% Income	59.7%	0.0%	94.5%	118.6%	63.1%
Non-Staff Costs	286	194	91	20	590
% Income	19.1%	64.4%	23.1%	9.7%	24.6%
Gross Profit	**317**	**107**	**-69**	**-59**	**296**
Gross Margin	21.2%	35.6%	(17.6)%	(28.3)%	12.3%

Budget £K

AST	Residences	ASW	Nursery	Group Total
0	0	0	0	0
1,340	0	0	0	1,340
45	263	395	163	867
1,386	263	395	163	2,207
890	2	316	245	1,453
64.2%	0.8%	79.9%	150.0%	65.8%
424	157	75	24	681
30.6%	59.6%	19.1%	15.0%	30.8%
72	**104**	**4**	**-106**	**73**
5.2%	39.6%	1.0%	(64.9)%	3.3%

Variance £K

AST	Residences	ASW	Nursery	Business Total
0	0	0	4	4
149	0	0	0	149
-39	38	-0	41	39
110	38	-0	45	192
-3	2	-58	-2	-62
-3.1%	5.9%		-4.5%	-32.0%
138	-37	-16	4	90
125.6%	-97.9%		9.8%	46.7%
245	**3**	**-73**	**47**	**221**

Services Performance

Services represent the college overheads.

Income is below budget due to the timing of Estates spend for the year.

The staff costs are ahead of budget due to the full college YTD salary increase for 21/22 being accrued to Business Services.

When the Estates timing and the college salary increase are taken into account Services would be performing better than budget.

YTD Income (Excl Bursary) £M

- 1.3 (Act 20/21)
- 2 (Act 21/22)
- 2.4 (Bud 21/22)

Act 20/21   Act 21/22   Bud 21/22

YTD Staff Cost £M

- 3.8 (Act 20/21)
- 4.2 (Act 21/22)
- 4.0 (Bud 21/22)

Act 20/21   Act 21/22   Bud 21/22

YTD Non-Staff Cost £M

- 3.4 (Act 20/21)
- 3.2 (Act 21/22)
- 3.5 (Bud 21/22)

Act 20/21   Act 21/22   Bud 21/22

YTD Net £M

- -5.9 (Act 20/21)
- -5.4 (Act 21/22)
- -5.2 (Bud 21/22)

Act 20/21   Act 21/22   Bud 21/22
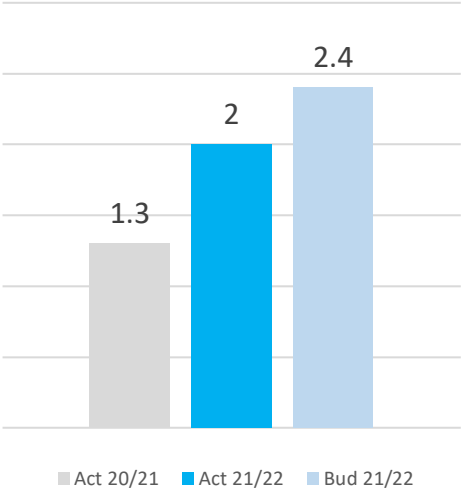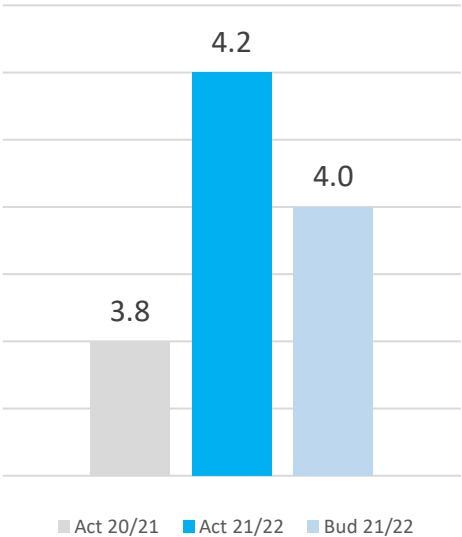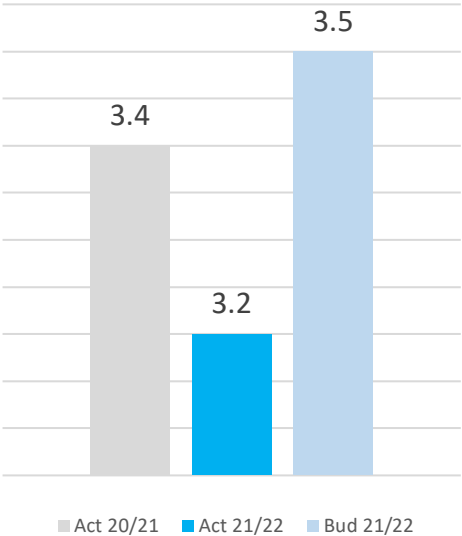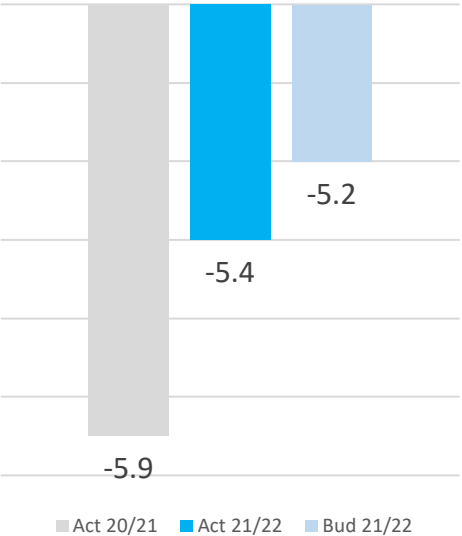
Services

Although the Net Cost is showing that we are £(225)K down on budget there are a couple of mitigating circumstances:

1. The rate of spend of funded repairs and maintenance (Estates) is behind budget although we will spend 100% of funds before the end of the year.
2. We have accrued the 21/22 salary increases into Business Services, the value of this is £330K.

When the Estates timing and the salary increase is taken into account then Services are performing better than budget.

Actual £K

Actual YTD 21/22	Student Services	Estates	ICT	Canteen	Business Services	Services Total
Funding	212	451	47	0	-11	698
Tuition Fees	0	0	0	0	17	17
Commercial	88	22	0	392	753	1,255
Total Income	**300**	**473**	**47**	**392**	**759**	**1,970**
Staff Costs	849	628	352	0	2,353	4,182
% Income	283.2%	132.8%	752.6%	0.0%	310.2%	212.3%
Non-Staff Costs	339	1,083	505	499	764	3,190
% Income	113.0%	229.1%	1078.4%	127.4%	100.7%	161.9%
Net Cost	**-888**	**-1,238**	**-810**	**-107**	**-2,358**	**-5,402**
	(296.2)%	(261.9)%	(1731.0)%	(27.4)%	(310.8)%	(274.2)%

Budget £K

	Student Services	Estates	ICT	Canteen	Business Services	Services Total
Funding	370	918	49	0	32	1,368
Tuition Fees	0	0	0	0	0	0
Commercial	76	0	0	600	350	1,026
Total Income	446	918	49	600	381	2,394
Staff Costs	1,018	598	341	0	2,086	4,043
% Income	228.4%	65.2%	698.0%	0.0%	546.9%	168.9%
Non-Staff Costs	580	1,214	366	600	767	3,527
% Income	130.2%	132.3%	750.2%	100.0%	201.0%	147.4%
Net Cost	**-1,153**	**-895**	**-658**	**0**	**-2,471**	**-5,177**
	(258.6)%	(97.5)%	(1348.2)%	0.0%	(647.9)%	(216.3)%

Variance £K

	Student Services	Estates	ICT	Canteen	Business Services	Services Total
Funding	-158	-467	-2	0	-43	-670
Tuition Fees	0	0	0	0	17	17
Commercial	12	22	0	-208	403	230
Total Income	-146	-445	-2	-208	377	-424
Staff Costs	169	-30	-12	0	-267	-139
% Income					-70.8%	
Non-Staff Costs	241	131	-139	101	3	338
% Income					0.8%	
Net Cost	**265**	**-343**	**-152**	**-107**	**113**	**-225**

Cash

YTD Closing Cash	College	AST	Development Trust	Bursary	Estimated YE Closing Cash	3 Month Avg Cash Usage
£4.0M	£2.8M	£0.13M	£0.17M	£0.9M	£2.9M	£2.3M

Cash Make-Up

Perth College UHI

Committee	Board of Management
Subject	Audit Action Plan
Date of Committee meeting	16/06/2022
Author	Kirsty Campbell, Project & Planning Officer
Date paper prepared	24/05/2021
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose – what is it for ii) Impact – what are the intended outcomes iii) Course of Action – what happens next & by whom This paper provides a by-exception update on the Audit Action Plan. **Given the low numbers of outstanding actions, and the likely timescales for these actions to be completed, future updates (where required) and notification of task completion will be issued to appropriate Committees.**
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	n/a
Action requested	☒ For information ☐ For discussion ☐ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)

Perth College is a registered Scottish charity, number SC021209

Perth College UHI

Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	No
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	No Click or tap here to enter text.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	n/a
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.

Perth College UHI

Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	No If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

For how long must the paper be withheld? Click or tap here to enter text.

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Audit Action Plan By Exception Project Status Table May 2022								
Action Plan	Theme	Activity	Lead	Accountable	Anticipated Completion Date	Source	Current Status	May 2022 Update
Finance								
Finance	3. Manual Processes	Implement a documented set of financial procedures for the Finance Team	FD	VPEE	Oct-22	UHI Action Plan: 2.70	In progress	
Procurement	3. Manual Processes	Implement greater supplier management systems	FD/FinAsst	VPEE	Dec-21	VPEE	Complete-Monitoring	This is ongoing work to work through the processes. FD and Procurement meet every 2 weeks to discuss and progress.
Governance and Board of Management								
Governance & BOM	3. Manual Processes	Review Business Continuity Plan	FD/ Clerk to BOM	P&CE	Dec-22	VPEE	Partial completion	Updated at time of Covid and cyber incident. Going forward, the Clerk to BOM and Finance Director are working on a more comprehensive review and its linkage in with the college's Risk Register.

Equalities Mainstreaming

Equalities	2. Compliance	Clarify and implement role of Equality Champions	HROD, E&D	DP	Jun-22	Internal Audit 2018/06: R7	Complete	EDI Champions now opertional and remit for role now in place
Equalities	2. Compliance	Embed equality actions are built into self-evaluation and operational objectives processes Direct academic team focus to courses with >25%	SMT/PPO/E&D	DP	Jun-22	Internal Audit 2018/06: R3	In progress	New EDI Adviser now appointed and will take forward through discussion with SDDs

Health and Safety

Health & Safety	2. Compliance	Conduct hazard surveys in all areas to identify missing Risk Assessments	HROD	DP	Apr-22	Internal Audit 2013/07: R1	Partial completion	Majority done and will be completed by end of April 2022

Policies and Procedures

Policies & Procedures	2. Compliance	Rationalise and combine the number of college policies and procedures	FD/Quality Manager	APC	Jun-22	APC/VPEE	Partial completion	Policies and Procedures now sit under the Finance Director and a risk approach has been scoped to take this work forward.

Communications

Communications	4. Culture	Develop a Communications Strategy for internal and external stakeholders	VPEE/ Marketing	VPEE	Dec-22	VPEE	Partial completion	This is an action on the ICT Strategy and Digital Transformation implementation plan - phase one will be completed with the launch of the new PerthHUB in June 2022 and a SLWG has been identified to work on the Communications
Communications	3. Manual Processes	Take forward staff Intranet Project	PPO	VPEE	Jun-22	VPEE	Partial completion	PerthHUB will launch at the June Staff Conference, Friday 17 June 2022.

Perth College UHI

Paper No. 11

Subject	Chairs Notes
Author	Brian Crichton
Date paper prepared	06/06/2022
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose – Board Briefing on Chair's Activities. ii) Impact – Board Current Awareness. iii) Course of Action – Discussion and potential follow-ups.
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	
Action requested	☐ For information ☒ For discussion ☐ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	No
Risk implications Does this activity/proposal come with any associated risk	No Click or tap here to enter text.

to the College, or mitigate against existing risk? (If yes, please provide details)	
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	No If yes, please give details: Click or tap here to enter text.

Perth College UHI

Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

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Perth College UHI

Chair's Notes for BOM 16/06/22

<u>Regional Strategic Committee</u>

- RSC met on 3rd May. It was a light agenda as has become habit for this committee. There are differing views on how RSC may evolve, inevitably bound up with evolution of UHI and related matters. At present it is hard to justify that the committee is meeting the original terms of reference.
- VC Walker tabled a "Statement of Strategic Intent" (Appended) based around Courts support for the general "One UHI" direction of travel. Little discussion ensued as it was recognised that what UHI/One UHI may look like will depend to a large extent on the outcome of the Chairs/Principals Nairn summit 14/15 June.
- FE/HE Numbers- the situation is patchy across the partnership, but overall we are collectively underachieving somewhat against target. The author noted PC is confident in coming in around target on FE but HE will be more challenging for this year and into the future. The situation on non-delivery clawback has not yet clarified.
- The long delayed Technology One financial system was discussed. It would appear we have effectively reached the end of the road on this development with implementation unlikely beyond EO, and even within EO capabilities may be less than originally intended.

<u>PC UHI Chairs Committee</u>

- Chairs Committee met on 5th May.
- The final draft of the UHI Partnership Agreement was reviewed. It was concluded that a full board discussion shall be required to determine PC UHI response. A holding communication has been sent to UHI Secretary outlining our continuing concerns. Item to be discussed at this meeting.
- The developing situation around "One UHI" was reviewed. It was noted that this is a moving target (see Nairn Summit above) and that Strategic Development Committee would need to take sight of the concept and other potential UHI developments in mapping out the strategic narrative for the new PC UHI strategy.

<u>Colleges Scotland</u>

- College Chairs continue to meet on a regular basis and the exchanges continue constructive, and from the author's perspective demonstrate an emerging collective responsibility to make a difference, not least in taking responsibility to address some of the sectors continuing challenges.
- At the last meeting on May 25 we were briefed by Helen Webster (responsible for developing College Sector Statement of Intent on behalf of SG) and progress to date. She and chairs recognised that some fairly radical change will be required if the sector is to weather the current and anticipated financial challenges. A follow up discussion demonstrated a unanimous appetite to be masters of our fate (at least to some degree) and an All-chairs face to face meeting is likely in the near future.

Perth College UHI

<u>One UHI/Nairn Summit</u>
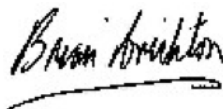
- As PC UHI Board is aware from previous communications the "One UHI" concept was endorsed by Court with respect to *direction of travel.* The original document and presentation to Court has generated some tension across the partnership, as have further communications to UHI EO staff and discussions at Partnership Council. Chair of Court has now convened an all Chairs/Principals summit at Nairn on 14/15 June at which we shall discuss just what UHI should look like and how it should be structured in future. The author sees this as a critical point in the evolution of UHI. As a contribution to the debate the Chairs and Principals of Inverness. Moray and Perth colleges have prepared an options paper and highlights will be presented at Nairn. It is clear to us that radical restructuring is essential but whether our thoughts will prevail is another matter. For PC UHI a continuation of the status quo is simply not an option.
- I shall of course report back to board on 16th with respect to Nairn summit.

<u>UHI Court</u>

- Court meets 15 June pm and at time of writing the agenda has not appeared. I expect the Nairn summit outcome to be a major discussion point.

<u>General Comments</u>

Our position with respect to financial sustainability remains daunting, and while we may just come good in the short term (depending on the extent of potential clawback for short delivery) the medium and long term prognosis does not look at all comfortable. I therefore see it as imperative that very substantial progress is made at the Nairn summit if we are to be able to deliver the needs of our students. It is also of the greatest importance that we take our emerging strategy and turn it into actions that will help move us to a firmer financial footing – of great importance will be that we make significant strides to develop commercial/non grant funded income to address the loss of real income from traditional FE and HE sources.

Brian Crichton

Dr B.A.L.Crichton, 06/06/22

ONE UHI

Statement of Strategic Intent

Mission

UHI will have a transformational impact on the prospects of our region, its economy, its people, and its communities.

Vision

To achieve a fully integrated tertiary institution we will adopt the concept of ONE UHI.

ONE UHI

The ONE UHI concept is a ten-year vision where we collectively develop plans and move to the position where the university is an integrated, streamlined, financially sustainable and nationally influential organisation.

Commitment

We commit to work together with partners and stakeholders and engage positively on collaboratively designing the type of future institution we wish to become, focusing on students, staff, and our communities by jointly developing our governance, our structures, our systems upon which we will deliver the long-term ambitions of achieving our mission.

Values

Throughout the development of ONE UHI will be guided by our agreed CORE values of Collaboration, Openness, Respect and Excellence

Individually, we are one drop. Together, we are an ocean.

Perth College UHI

Board of Management – 16 June 2022

Principal's Report

College Employers Scotland

This is the rebranding of the Colleges Scotland Employers Association which separates out the work of the national bargaining machinery from the work of Colleges Scotland.

The negotiations for the pay award which was due on 1 September 2021 have been ongoing for some months and resulted in sustained industrial action with our academic staff over the level of the award. We have seen a reducing engagement with the strike action in Perth (and across the rest of the country) which has now resulted in an offer of £1,000 on all scale points covered by national bargaining. This industrial action has had a negative impact on our students, but we have tried, where possible, to minimise this impact.

The support staff pay award was also due on 1 September 2021 and the support TU's balloted for industrial action but did not get sufficient members voting to make their ballot legally compliant. The same offer has been made to the support TU's and the sector is hopeful that staff vote for acceptance of the offer and then we can make the payments as early as is logistically possible.

As we have seen in the press all TU's will be pressing for significant pay awards given the current and projected rate of inflation.

Research Excellence Framework (REF) Results

The REF results were announced and UHI's outcomes were very positive moving the university to 9th in the Scottish table, and the highest ranking post-'92 institution in Scotland.

In Perth we had 7 members of staff contributing to the REF, which is an increase from the 2014 exercise and we now await the grant allocations from SFC to all of the institutions and then the internal UHI allocation to the academic partners.

The next step in the process is for Perth to consider its strategy for moving research forward towards the 2026/27 REF.

Preparation for 2022/23

Preparations are well under way for the next academic year, we still do not have our credit allocation from UHI for FE and this will obviously impact on our delivery and our income, but I hope that we will be given this shortly so that we can complete our planning. The HE position is also unclear as the recruitment numbers are down but we will not know our final numbers till early in the academic year.

The UHI Curriculum Review is coming to a conclusion with the rationalisation of the HE curriculum, the proposals have been published but there are still further discussions to take place as the proposals as they stand would be very damaging to Perth and to other partners.

Estates Strategy

The strategy development process is ongoing, and we have had some very interesting meetings with the Consultants, the next stage of the process is for staff and students to have an opportunity to input into the process with the final papers coming through the Board cycle early next year.

One UHI

Board members will be aware of the proposal from UHI to create a vision for One UHI over the next 10 years, a number of working groups have been set up and I am a member of the following groups –

- FE Strategy Group
- Financial Sustainability Group
- Tertiary Curriculum Group

These are short life working groups with a remit to look at the short, medium and long term strategies to impact positively on these areas of our business.

Celebrations

This is a great time of the year to celebrate our student's successes and we have had the following events –

- OBI Awards (Outstanding ,Best, Inspiring), these awards are for staff and students and the students across the college can nominate and vote for individuals
- Graduations for Henan Institute of Engineering and Hunan University of Urban Construction
- Hospitality Student Awards
- Duke of Edinburgh Awards
- FE Prizegiving
  Our graduation ceremony will take place on 6 October 2022.

External activities

I have been involved in the following sector activities –

- Executive Group – College Employers Scotland
- World Skills Working Group
- 4 Nations Conference
- Principal Lead on the Strategic HR Group - Colleges Scotland
- Colleges Scotland Board

University of the
Highlands and Islands
Perth College

Perth College UHI

Paper No. 13

Committee	Board of Management
Subject	HISA Perth Update
Date of Committee meeting	16/06/2022
Author	HISA Perth
Date paper prepared	31/05/2022
Executive summary of the paper	Please outline the follow elements of this paper: i) Purpose – what is it for This paper is to update PCUHI Board of Management on the planned activities of HISA Perth for academic year 2021/22 ii) Impact – what are the intended outcomes HISA Perth will help create a fun and inclusive environment for our students and extra-curricular activities iii) Course of Action – what happens next & by whom HISA Perth will undertake these actions and report back to Board on progress made throughout the academic year This Paper also includes a Report into the HISA Elections 2022, and a brief update for Board Members on the HISA Board of Management Project
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	HISA PCUHI Students
Action requested	☒ For information ☐ For discussion ☐ For endorsement

Perth College UHI

	☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)
Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	Yes/ **No**
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	Yes/ **No** Click or tap here to enter text.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	N/A Links with HISA Strategic Plan 2020-2023
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	Yes/ **No**

Perth College UHI

Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	Yes/ **No** Click or tap here to enter text.
Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	Yes/ **No** If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	**Yes**/ No

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
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HISA Perth Plan of Work 2021-2022

Introduction

Below is the team and operational objectives for HISA Perth during academic year 2021/22. It will give the individual and team objectives for the student officer team as well as operational plans for the year including events and recurring activities in the HISA Perth calendar. This plan of work will be shared to be ratified by the Student Representative Council in its first meeting of the academic year and to inform Perth College UHI of the organisation's intentions for the year. This plan also links with the HISA Strategic Plan 2020/2023[1].

The outbreak of coronavirus and subsequent reopening of society and our campus presents a unique challenge to us as a students' association, so the plans below reflect work that we believe to be achievable in a blended capacity so we can cater to the needs of all of our students, whether they are back from campus or are continuing to study from home.

Individual Objectives

Individual Objectives – HISA Perth President							
Workstream	**Output**	**Dates**	**Impact on students**	**Indicator**	**Target**	**To Date**	**Notes**
Enhancing the library	**Increasing promotion of the library**	Sep-June	Student would have access to adequate learning resources that would allow them to be successful	Two promotional events have now taken place with the second being more successful than the first.	3	2	Joint event to promote service to students 1st event 17/11 - Had 5 participants Second promotional event took place on the 21st of April and had 7 participants in total. A third event will not be planned due to low

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[1] Can be accessed at Strategic Plan @ Highlands and Islands Students' Association (uhi.ac.uk)

			in their studies				engagement and with students fishing up their studies and going away for the summer there is little appetite for a third event.
				Number of students attending events	1	5 7	17/11 – 5 students 21/04/22 - 7 students
	Students being able to access the library and its resources	Sept - June		Consultation with students about library service and their needs	1	1	**Three sets of questions have been asked. Feedback was also gathered during promotional event.**
				Feedback given to library	1	**1**	**All feedback gathered has been shared with the library team and recorded.**
	Working in partnership with library staff	Sept- June		Regular meetings with library staff to take place	1	1	Monthly catch ups in place with Library Team Leader
Promoting socialising outside your course	**Social space/drop in**	October - June	Students will be able to create a support and social network outwith their course enhancing their student experience	Space/drop in available at least bimonthly	12	16	HISA Common Room available online via HISA website .Video created to show social spaces Social in person drop in – weekly - every Thursday. In person Drop in has been paused for the summer and will be continued in September.
				Number of students visiting space/drop in on average	10	**4**	Average 4 student attend face to face drop in

								Online figures cannot be tracked due to the way the online common room is set up however usage of the space has been noted as average.
	Dedicated events	Sept-June			Events taken place	2	**3**	Festive Quiz – semester 1 21/12 Welcome Back Quiz – semester 2 **Spring quiz – semester 2 All quiz events have been held and had attendance.**
					Number of students attending events	20	**2**	**Same students each time. Promotion done for each session – lessons learned will be taken forward**
Raising awareness of mental health	**Workshops for students**	Nov - March	Students with have a better understanding of mental health and be able to contribute to a more positive and supportive community at PCUHI		Workshops taken place	2	2	Collaborative event with mental health staff of PC and with NEUK and Mind Space on 2nd February. **Second event has taken place on the 17th of May in collaboration with PC UHI Mental health staff and local mental health charities.**
					Number of students attending workshops	50	23 20	MH event in Feb MH event in May
	Awareness campaign	Nov -			Stall created with materials for students	1	**1**	**Promotional materials were displayed and promoted at stall during**

		March					**the MH event on the 2nd of Feb.** **Promotional materials were displayed during the second event on the 17th of May.**
				Communications plan created and promoted on social media	1	1	MH Event promoted. Poster and graphic were created and shared through social media channels. **Second MH event materials for May have been created and have been distributed on social media.**
Promoting HISA Perth	**Prescence across campus**	Sept-June	Students will have a greater awareness of their students' association and the support we can provide	Attractive promotional materials on campus and online	1	1	Noticeboards on campus and webpages kept up to date – New signage and promotional materials have been developed and distributed.
				Physical presence in Brahan and Goodlyburn buildings increased	1	**1**	More presence in Brahan is in place in the form of having a desk available in the library, **working on arrangements for Goodlyburn but had regular stalls with HISA projects in Semester 2, including elections and HISA OBI Awards**

				Explore possibility of regular HISA space in Brahan building	1	1	Hot desk in library arranged every Wednesday 11-1
	HISA Perth as an inviting space	Sept-June		Signage at HISA Perth office improved	1	**1**	**Signage at office updated with support from Reprographics.**
				Promotion of Webster/HISA Perth office	1	5	Incorporate into noticeboard/wider comms HISA Days have been held on .26th and 27th April
Links to HISA Strategic Plan 2020-2023	1.2 UHI will be recognised for the quality of its students' experience and their achievements 5.1 To enhance the student social experience across the UHI Partnership 6.1 For all UHI students to feel part of a wider community and for HISA to enhance the spirit and ethos of community 6.3 Support the UHI Partnership in creating a whole community that is committed to supporting positive mental health and wellbeing 7.1 All members know who HISA are, the opportunities, and services it offers and how HISA can help them						

Individual Objectives – Vice President Activities and Welfare							
Workstream	**Output**	**Dates**	**Impact on students**	**Indicator**	**Target**	**To Date**	**Notes**
Improving the promotion of clubs and societies	Improved Registration System	**Aug – Sep 2021**	Students will have access to a variety of recreational pursuits enhancing their overall student experience.	Number of new clubs/societies registered	4	3	Volleyball Club Politics society Creative Writing Potential New Clubs: Womens Football Badminton Netball
				Number of returning clubs/societies registered	12	8	Perth Specific Clubs: Basketball

							African-Caribbean Archaeology and History
	Clubs and Societies Monthly Drop- in Sessions	**Sep – May 2021**			Number of monthly drop-ins held	4	4	Updated from previous target to better reflect current student needs
					Number of club/society leaders attending at least one drop-in	6	0	Appears students prefer dealing with requests via email
	Monthly Newsletter Segment	**Sep – May 2021**			Template created for promotion of clubs/societies	1	**2**	**New Society Creation Form/ Expression of Interest Form** **These are available to collect from the HISA Perth Office as well as multiple locations across campus and have increased student interest levels whilst reducing processing times.**
					Club/society promoted in each newsletter	10	10	Dedicated Section for both existing and potential clubs/socs seeking members.
					Number of "opens" per month	100	2298 (average)	PCUHI / *HISA* November – 87 December – 66 / *97* = 163 January – 38 / *766* = 804 February – 76 / *594* = 670 March - 35 / *2786* = 2871 **April – 50 / =**

Commented [AC1]: Add what has been done with them!

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Engaging and Accessible Events	Calendar of Events promoted widely	Sep – May 2021	Students will develop a sense of community resulting in a deeper connection to Perth College outside of academia.	HISA planned events planned and promoted at least 2 weeks in advance	10	10	Via Newsletter Halls of Residence BBQ Freshers Summer Fayre Festive Quiz Spring Quiz Easter Egg Hunt Library Day HISA Day Mental Health Day HISA Sports Day OBI's
				Calendar of events included in monthly newsletter	8	7	Introduced in December Edition
	Diverse & Inclusive Events	Sep – May 2021		Events held that reflect the diversity of our student body	6	6	LGBT History Quiz 8 Participants (VPAW) Visual Anti-Racism Campaign (President) **Student Parents Teddy Bears Picnic (VPAW)** **Chinese New Year (VPAW)** **Halls Welcome BBQ** **Halls Movie Night**
				Students are happy with the events we have run	80%	100%	Positive verbal feedback during Mental Health Event 1 and Bingo Session
	Seasonal Event Offerings	Sep – May 2021		Running activities during seasonal events	4	4	Festive Quiz – President **Valentine's Day – VPAW** **Spring Quiz – President** **Easter Egg Hunt – VPAW**
				Number of students engaging in events	20	30 40	Halls Welcome BBQ Summer Fayre Attendees

								18 13 28 23 20	Mental Health Event 1 Valentine's Day Hunt Easter Egg Hunt Bingo Session 1 Mental Health Event 2
Gathering views on issues that concern students	Gathering student Feedback	**Sep – May 2021**	Students will feel their concerns are being listened to and are better informed to tackle issues.	Focus Group Sessions held on COVID-19 and other important issues to students	3	**3**			**Covid-19 – 22nd Feb** **Employability – 19th April** **Mental Health – 17th May**
				Number of students attending focus groups	10	0			Looking at alternative methods for consulting in future
	Support National Campaigning Efforts	**July-Jun 2021**		Promoting information on national campaigns to students	3	0			Not achieved due to multiple other time commitments
	Providing guidance on these issues	**Sep – May 2021**		Student Guidance materials created on Brexit, COVID-19 and other important issues to students	3	2			Covid Guidance - December Newsletter. **Regional Student Mental Health Guidance Document**
Mental Health	Promotion of existing PCUHI/UHI services	**Sep – May 2021**	Student wellbeing will improve resulting in a positive learning environment and improved academic performance.	Gathering information of all services available	1	1			Complete
				Communications plan created for promotion of different services across HISA Perth channels	1	1			Complete
	Mental Health Awareness Events	**Sep – May 2021**		Events held throughout year with focus on mental health	2	2			Mental Health Event 1 – 2nd Feb

				Indicator	Target	To Date	Notes
							Mental Health Event 2 – 17th May
				Number of PCUHI students attending HISA Mental Health Conference	10	**2**	**Held back in October – working with HISA Mental Health Coordinator on how to improve**
				Positive feedback from students at events	80%	100%	Positive verbal feedback received at Mental Health Event 1 and Bingo Session 1.
	Peer Support System	**Sep – May 2021**		Implementation of system following on from previous year's work	1	1	In final planning stages prior to implementation at the beginning of next academic year.

Links to HISA Strategic Plan 2020-2023	3.2 HISA will be a vehicle for social change at a local, regional and national level 5.1 To provide every student at UHI with the opportunity to take part in extracurricular opportunities 5.2 To enhance the student social experience across the UHI Partnership 5.3 To develop clubs, societies and activities that are suitable for UHI students' unique circumstances 5.4 To ensure any student wishing to set up a club or society can do so locally or regionally 6.1 For all UHI students to feel part of a wider community and for HISA to enhance the spirit and ethos of community 6.2 For every UHI student to be able to access mental health support services when they need to 6.3 Support the UHI Partnership in creating a whole community that is committed to supporting positive mental health and wellbeing

Individual Objectives – Vice President Education and Engagement							
Workstream	**Output**	**Dates**	**Impact on students**	**Indicator**	**Target**	**To Date**	**Notes**
				Subject areas identified	2	**3**	**BMC**

Student employability post study	Tailored career sessions for students	Sept-May	Confidence and ability to carry out a professional role after course				**STEM ALS** **(CCI doing well)** **Still to meet with Careers**
				Session takes place	2	-	**Sessions not taken place due to ???**
				Number of students attending	20	-	-
	New workplace opportunities for students	Sept-June		New opportunities identified in different subject areas	3		**Working with SDDs. Developing volunteer opportunities within HISA Perth**
				Opportunities advertised to students	3	**1**	**Email with opportunities – to be circulated using HISA channels**
				Students taking part in opportunities	3	**-**	**Not been able to measure**
	Improve opportunities advertisement	Sep-June		Subject areas identified to take part	2	1	CCI

				Best way to share with relevant student identified	1	**1**	Taken to February SRC - Feedback shared with SDDs
				Job placement opportunities shared with Student Voice Reps or PATs	1	-	Looking at best way to share this using SVR feedback **– will be passed onto new officer team**
More control of learning	Determining how much influence students have over delivery	Sept-Dec	Students having better experience with their learning by having more control and input into what they are taught	Scoping exercise carried out over curriculum areas of optional units	1	1	Feedback taken at first SRC meeting
				Discussion with SDD's over student influence over student learning	1	1	Shared with SDDs at February meeting – **Feedback taken on board**
	Use of alternative teaching methods	Sept-Dec		Identifying good practice of alternative teaching methods across PCUHI from staff	1	**1**	Looking through old OBI nominations – **good practice will be shared with SDDs**

				Identifying good practice of alternative teaching methods across PCUHI from students	1	**1**	Looking through old OBI nominations – **good practice will be shared with SDDs**
				Creating resource to share with teaching staff in partnership with PCUHI	1	-	Will be reaching out to Head of Learning and Teaching Enhancement to discuss – **will pass onto new officer team**
Student Voice Reps	Recruitment of Student Voice Reps	October 2021	Student experience is improved through change suggested and led by students.	Increase in number of courses having at least one student voice representative.	60%	**49%**	192 reps at PCUHI Reps for **146/297 eligible courses Additional support offered to programmes without reps via HISA and Quality** 141 registered with HISA
	Student Voice Rep Training	October – December 21		Deliver student voice rep training in partnership with Quality Team.	5	10	Training underway with SVS/New Opps students

				Increase number of class reps being trained.	60%	**23.4 %**	35 reps trained, 10 separate training (**SVS and New Opps) Will look at how to improve in the year**
	Student Representative Council Meetings	October -May 2022		Review format of SRC meetings to take place online and in person	1	1	Meetings taking place Monday AM for online and Wednesday lunch for in person. Trial of hybrid meeting 20/4. Meetings have same format
				Regular meetings to be held.	6	**6**	SRC 1 – w/c 22/11 SRC 2 – w/c 13/12 SRC 3 – w/c 7/2 SRC 4 – w/c 7/2 SRC 5 – w/c 18/4 SRC 6 – w/c 16/5
Gathering Feedback from students	New methods of gathering student voice identified	Sept-May	Increasing the ways in which the student voice can be collected leading to increased	Workshop taking place	1	**1**	**Done at SRC**
	New methods of gathering			Ideas tested out by HISA	1	**3**	Have tested out voting buckets token voting

	student voice tested		student engagement				**and paper feedback**
				Evaluation of ideas by HISA	1	**1**	**Buckets well engaged with, token voting small engagement, paper feedback slow but steady**
	New methods of gathering student voice implemented			Asking students views on what should be taken forward	1	**1**	**Asked during SRCs**
				Implementing new methods of feedback	1	**1**	**Will pass onto new officer team**
				Number of feedbacks received from students using new methods	50	**68**	Voting bucket – 42 **Token voting – 20 Paper feedback - 6**

| **Links to HISA Strategic Plan 2020-2023** | 1.1 . The University of the Highlands and Islands will be the United Kingdom's leading integrated university, encompassing further and higher education 1.3 UHI worldwide reputation will be built upon its innovative approach to learning and its distinctive research and curriculum, enriched by the people, natural environment, economy, culture and heritage of our region and its communities 2.1 HISA, working in partnership with the academic partners and UHI, will run an effective, accessible and democratic representative system region-wide that takes into account all learning modes and demographics 2.2 HISA digital democracy will be sector leading, accessible to all its members and have a real impact 2.3 HISA will provide top-level training, support and development for its representatives and officers at the local and regional level to ensure a sector-leading student academic and, wider, experience 3.3 Throughout UHI, officers, volunteers and representatives will work in partnership with academics and the wider staff community to solve problems and provide an evidence base to drive policy change |

	4.3 To develop employability prospects for all students

Team Objectives

Workstream	Output	Dates	Impact on students	Indicator	Target	To Date	Notes
Sustainability	Reducing waste	Sept-June	Students will be contributing to a more sustainable society, benefitting life on campus and in wider society	Discussions with Aramark taken place	1	1	Initial meeting taken place; regular meetings will be set up
				Promotional campaign taken place	1	-	**Left with Aramark**
				Collecting stationary on campus	1	1	Collected at HISA office and reprographics. **Points set up and receptions and halls**
	Encouraging reusing resources on campus	Sept-June		Reused stationary given out to students	1	1	Given out as part of Freshers – over 1300 stationary items given away. Permanent stall outside HISA office **Total Items of stationary given away – 1621 Collecting now**

				Exploring other ways to encourage reuse of resources on campus	1	**1**	**Kit for All initiative for sports kit**
Inclusivity	Anti-racism and racial harassment	Sep-June	Student experience is enhanced for under-represented students.	Continued participation in PCUHI Anti-Racism Working Group Action Plan	1	1	Action Plan incorporated into Plan of Work
				Visual Campaign Conducted	1	**1**	**Visual display has been set up in the Brahan reception.**
				Anti -Racism workshops held	1	**2**	**Two workshops delivered at staff conference to 70+ staff.**
Communicating with Students	Regular HISA Perth Newsletter	Sept-June	Students will have a better knowledge of their local students' association, enabling them to get more easily involved and enrich their overall student experience	Layout of newsletter created	1	1	Created
				Newsletter sent out to students	10	**7**	November, December, January, February**, March April and May** shared on social media
				Number of students interacting with newsletters	50	**2298** (average)	PCUHI / *HISA* November – 87 December – 66 / *97* = 163 January – 38 / *766* = 804 February – 76 / *594* = 670 March - 35 / *2786* = 2871 **May = 50 / =**

	Up to date online communications	Sept-June		Regular posts on local social media	1	1	Being undertaken with support of regional comms team
				Web pages kept up to date	1	1	PCUHI done by local team, HISA website done by HISA comms team
				Number of visits to website monthly	200	**264** (average)	PCUHI Sept – 664 Oct – 117 Nov – 215 Dec – 175 Jan – 273 Feb – 224 **March - 250 April - 194 HISA website stats being collected**
				Increase in online engagement	800 (per month)		Still collating figures
	Regular in-person communications with students	Sept-June		Number of students interacted with in person	20 (per interaction)		
Links to HISA Strategic Plan 2020-2023	3.4 Equality, diversity, and inclusiveness are embedded in all HISA activity. 3.5 We will be an eco-friendly organisation leading the way in environmental sustainability						

	6.1 For all UHI students to feel part of a wider community and for HISA to enhance the spirit and ethos of community
	6.2 For every UHI student to be able to access mental health support services when they need to
	7. 1 All members know who HISA are, the opportunities, and services it offers and how HISA can help them
	7.2 Members know their role in HISA and feel like they have a stake in their community

Operational Plan

Workstream	Output	Dates	Impact on students	Indicator	Target	To Date	Notes
Freshers and Induction	HISA Perth input during Inductions	September 21	New students are made to feel welcome to Perth College UHI	HISA to feature as part of induction programme at Perth College UHI	20	73	Partnered up with Student Engagement Officer for Brahan Lecture Theatre Inductions – 30+. Confirming students 40+ class inductions booked – final figure 85
	Freshers activities	30th Aug – 3rd Sept		Events taken place.	3	4	Student Socials (online and in person)

Support for Students – 80+ students |

							Summer Fayre – 40+ students Goodies Giveaway – over 1000+ stationary, 400+ dig in boxes and 200+ HISA branded goodies given away
	Working with local companies/organisations/charities	30th Aug – 3rd Sept		Local companies/organisations/charities featured in Freshers' activity.	1	18	Attendance at Support for Students Event and online promotion
	Integration with regional Freshers' activity	Sept 21		Promotion of local and regional activities to be cohesive.	1	1	Central Freshers website and ticketing run by regional.
ESES	Improve participation.	Oct 21	Changes are made to the early student experience based on student feedback.	More students take part in ESES.	54%	38%	Promoted in HISA inductions
	Improve score	Oct 21		Increase in awareness of HISA from 2020-2021	86%	**81.35%**	**Will look at improving next academic year**
HISA Con	Improve attendance	Jan 22		Number of PCUHI students attending HISA Con	4	4	Taking place 25-27th Jan online
Elections	Local positions filled	Feb 22	Effective student representation decided by	All HISA Perth positions to have a candidate.	3 (per position)	2 (per position	Close of nominations President – 2

			students for students.			on average)	DPE – 1 DPAW - 2
	Turnout	Mar 22		Increase on voter turnout from 2020-2021	9%	3.06%	Turnout low across partnership. HISA to review internally
	Number of candidates	Feb 22		Increase in number of candidates.	12	5	Nominations open 26th Jan – 25th Feb – down across HISA. Review will take place once voting finishes
National Student Survey	Improve participation.	June 22	Student experience improved for HE students.	More students take part in NSS.	75%	-	In progress – supporting Quality in promotion **Won't know participation until August**
	Improve score.	June 22		Increase Q26 score from 2020-2021	53%	-	Won't know score until August – **will be explored by HISA once received**
SSES	Improve participation.	March 22	Changes are made to the overall student experience	More students take part in SSES.	46%	**41%**	**Worked with Quality to promote – will look at how to improve**

	Improve score.	March 22	based on student feedback.	Increase in HISA Perth specific questions from previous year.	75%	**76%**	**Awareness of HISA's role**	
OBI Awards	Awards Timeline	Jan 22	Best practice of staff and students is shared to all at Perth College UHI	Timeline of awards created and published	1	1	Timeline created and shared with SMT and Curriculum staff	
	Review Nomination Form			Online nomination form updated and made easier to navigate.	1	1	Complete	
				Alternative nomination form created so all students can participate	1	1	Paper form created	
	Nominations from every sector	Mar 22		Each sector area has nominations in every category.	1	1	**At least one nomination from each sector area**	
	Nomination numbers	Mar 22		Increase in nomination numbers in 2021-2022	400	**425**	Pop up stalls on campus/class visits arranged. **Increase from last year**	
				Improve nomination numbers in areas with low engagement	50	**???**		
	Celebration of awards	May 22		Awards ceremony takes place.	1	**1**	**1st June – hybrid ceremony online/Goodlyburn Theatre**	
				Wider promotion of winners	1	**1**	**On social media and via press releases**	

HISA Awards	Nominations numbers	June 22	Best practice of staff and students is shared to all at Perth College UHI	Increase in nomination numbers in 2021-2022	70	**181**	
Sporting Blues	Nominations numbers	June 22	Student sporting achievements is celebrated, encouraging participation and success in sporting activities at Perth College UHI	Increase in nomination numbers in 2021-2022	10		**Nominations closed 27/5 – more of a focus on elite sport**
Supporting Students	Student queries	Sept - June	Students will receive impartial advice and support.	Monitoring and recording of queries.	1	**1**	**To establish more effective system for 22/23**
				Number of queries received from students	150	**80**	**Figure only represents emails inclusive 1/7/21 – 31/5/22– to capture in person from 22/23**
Link to HISA Strategic Plan 2020-2023	1.2 UHI will be recognised for the quality of its students' experience and for their achievement. 2.4 HISA's officer structure will be advanced, effective and reflect the needs of its students, UHI and the Partners. 3.1 HISA becomes the place that students and academics alike recognise as providing independent appropriate and quality support advice on academic and welfare issues. 3.3 Throughout UHI, officers, volunteers and representatives will work in partnership with academics and the wider staff community to solve problems and provide an evidence base to drive policy change.						

	6.1 For all UHI students to feel part of a wider community and for HISA to enhance the spirit and ethos of community.

Activities and Events (subject to change)

Workstream	Output	Dates	Officer lead	Indicator	Target	To Date	Notes
Liberation Events	LGBT History Month	Feb 2022	VPAW	Events created and hosted in partnership with Perth and UHI LGBT+ societies.	1	1	Quiz took place 4th March
	Student Parents Event	March 2022	VPAW	Event taken place	1	**1**	**Took Place 23/5**
Engagement events	Halls of Residence Event	Dec 2021	VPAW	Event taken place.	1	**1**	**Took Place 10/5**
	Music Showcase Event	Dec 2021	VPAW	Event taken place	1	**1**	**Acoustic Afternoons established with Popular Music Students**
	Christmas	Dec 21	VPAW	Event taken place.	1	1	Festive Quiz 21/12 hosted by HISA Perth President
	Valentine's Day	Feb 22	VPAW	Event taken place.	1	1	**Heart treasure hunt took place with**
	OBIs	May 22	All	Award ceremony taken place.	1	**1**	1st June
	Student Sports Day	May 2022	VPAW	Date determined and event taken place.	1	**1**	**23rd May – over 40 students engaged**
Refreshers	Refreshers	Jan 22	All	Events taken place.	1	1	Small events taking place w/c 31st Jan
				Local companies/organisations/charities featured in Refreshers' activity.	1	1	Will be promoting via social media
				Promotion of local and regional activities to be cohesive.	1	1	Complete

Cultural/Awareness Raising Events	Mental Health Event	Jan 2022	President/VPAW	Event taken place.	1	1	2nd Feb
	Chinese New Year	Feb 2022	VPAW	Event taken place.	1	1	Information shared via newsletter
	Easter Event	April 2022	VPAW	Event taken place.	1	1	Easter egg hunt
	Mental Health Awareness Week	May 2022	President/VPAW	Event taken place.	1	**1**	**Goody bags given out to 125 students**
Partnership Events	Equality and Diversity Events	Sept-June	VPAW	Events identified and supported with EDI Advisor and Student Engagement	1	**1**	**EDI Advisor new in post – meetings had, will pick up in new academic year**
	Perth College UHI Events	Sept-June	All	Events identified and supported in partnership with PCUHI.	1	**1**	**Uni Mental Health Day – 3rd March (with Student Services)**
Link to HISA Strategic Plan 2020-2023	5.1 To provide every student at UHI with the opportunity to take part in extracurricular opportunities. 5.2 To enhance the student social experience across the UHI Partnership. 6.1 For all UHI students to feel part of a wider community and for HISA to enhance the spirit and ethos of community.						

Conclusion

Above shows the plan of work for HISA Perth during academic year 2021/2022 and demonstrates the impact this work will have on our students and how our work ties into the strategic vision of HISA. This plan of work will be updated regularly to showcase the achievements of the student officers and HISA Perth team to the student body and key stakeholders at Perth College UHI. Future updates of the plan will be given in summarised versions for accessibility and to provide clearer visibility on achievements during reporting periods.

2022 HISA Elections
Perth College Board of Management Report

Executive Summary

HISA conducted elections for 19 roles across the UHI region, six of which could be voted on by Perth College UHI students: Regional President, Regional Vice-President Communities, Regional Vice-President Education, Perth President, Perth Depute-President Activities and Welfare, and Perth Depute-President Education. These elections were conducted partly under Covid restrictions, with some of the candidate recruitment, campaigning and voting, taking place virtually. All six roles were successfully recruited for.

The election performance at Perth College UHI saw a 3.05% turnout across all modes of study, while turnout across all of UHI was 2.18%. Perth College had the 4th highest turnout per unit of population, of any Academic Partner during the 2022 election.

Introduction

Under the 1994 Education Act, each further and higher education establishment is required to have a Students' Association that elects its officers through a fair and democratic election. HISA's Articles of Associations states HISA must hold elections for 3 Regional Officers (President, Vice-President Communities, and Vice-President Education) and at least one representative from each academic partner.

The 2022 elections were held between 27th January and 18th March 2022. Due to Covid restrictions, HISA took measures to support the election process by conducting all of the candidate training and support, online. Furthermore, last year's election system brought in new elements that were not available previously, such as the turnout dashboard and the fast-track email function, which HISA has continued to utilise in the 2022 elections.

HISA uses the Single Transferable Vote system, following the Electoral Reform Society guidance. Voters select candidates in order of preference for each role they are able to vote for. HISA's website, provided by One Digital, has a built-in E-Voting module that allows HISA to conduct our elections entirely online. For every role in the election, voters had the option to Re-Open Nominations (RON,) should they wish to reject the candidates on the ballot and call for the election to be re-run.

Posts and Results Summary

Elections for the following positions were held concurrently, resulting in the corresponding individuals being elected. Full results for each role are detailed in the results section.

Position	Elected	Candidates*
HISA President	Heather Innes	2
HISA Vice-President Communities	Madeleine Brown	1
HISA Vice-President Education	Jun Hu	1
Perth President	Todor Pavlov-Kennedy	2**
Perth Depute-President Activities and Welfare	Charley Jefts	1
Perth Depute-President Education	Liam Fowley	1

*The option of Re-Open Nominations (RON) is not included in candidate numbers. Voters had the option to vote for (RON) in addition to any candidate.

**During the course of voting week, one candidate withdrew for this role.

Elections Co-ordination and Oversight

The 2022 Elections were overseen by National Union of Students, who served as our Returning Officer. The Returning Officer is responsible for the good governance of the election on behalf of HISA's Board of Trustees, to make judgements on appeals and to give guidance to the Depute Returning Officer as and when required. Appointed internally, Anna Templeton served as our Depute Returning Officer. This role is designed to manage the election process and make formal decisions regarding rules and regulations, including the ability to disqualify any candidate. This role also oversees the delivery of the elections project.

Elliot Stradling served as Elections Co-ordinator, leading on the operational delivery of the elections project across the UHI region, organising training for staff/candidates and advising staff throughout the elections process. 3 members of the Student Voice and Advocacy team, along with the Communications Manager and HISA Chief Executive, supported the elections process throughout. Local staff were responsible for the implementation and delivery of the elections locally: promoting the elections to students, engaging with local college staff, recruitment of candidates, delivering local training to candidates, supporting the voting process and announcement of results to Local candidates.

Elections Process

Nominations Open	27th January 2022 (10:00)
Nominations Close*	25th February 2022 (14:00)
Announcement of Candidates	25th February 2022 (16:00)
Rules, Ethics and Campaigning Candidate Training	28th February 2022 (12:00)
	1st March 2022 (18:00)
	2nd March 2022 (10:00)

Video Training	(Provided to candidates via email)
Regional/Local Awareness Training	(Various sessions throughout March)
Voting Opens	14th March (10:00)
Voting Closes	18th March (13:00)
Results Announced	18th March (16:00)

* Nominations were due to close on 22nd February, however due to 2 of the positions not having any nominations, as well as a concern that nominees for uncontested positions might drop out, nominations were extended to 25th February for all roles.

Nominations

HISA undertook nominations entirely online via a Microsoft Form available through the HISA Website. All the information HISA required from students at this stage (including an option to submit their photo and manifesto) were provided through this form. The table below provides details of the number of nominations received at the close of the nominations period and how many candidates remained by the start of voting week.

Prior to and during nominations, drop-in sessions were run for any student that was thinking of standing but were unsure of what it might entail or how they might go about nominating themselves.

Position	Nominations Received	Number of Candidates at voting week
HISA President	2	2
HISA Vice-President Communities	1	1
Vice-President Education	2	1
Perth President	2	2*
Perth Depute-President Activities and Welfare	2	1
Perth Depute-President Education	1	1

*During voting week, one candidate withdrew their nomination for this role.

Preparing the Candidates

Candidates received training materials electronically, with training sessions conducted entirely on Microsoft Teams. All Candidates were invited to live training sessions: The Rules, Ethics and Campaigning Training, which was available to all students and attended by 20 candidates across 3 days, Regional Awareness training which was only available to Regional candidates and was attended by 4 candidates, and Local Awareness Training which was led

by local staff; attendance for these sessions varied over the academic partners. As well as these training sessions, candidates were provided with video training via email so they had the option to access it at their own convenience.

The concept behind the Rules, Ethics and Campaign training was to enhance candidates' ability to reach out to students, while the regional and local training was designed to provide candidates with an enhanced picture of the local nature of their academic partner, while giving regional candidates a wider picture of UHI as a whole.

Throughout the supported campaign period, candidates' materials were uploaded to the HISA website, enabling students to make informed decisions ahead of voting week. These materials included candidate images, manifestos, videos and posters (where provided.) These materials remained live until voting had closed in an effort to promote considered voting choices.

Voting

When live, voting was advertised clearly on multiple areas of the website. On the homepage, a large banner featuring the Student Elections design linked directly to the UnionCloud voting application, as did a 'vote now!' heading in the top menu and a page within the Student Elections information hub. As well as this, there was a 'unable to vote?' button which led students to a form where they could report any issues they were experiencing while trying to vote.

Students were emailed a direct fast-track voting link to their UHI emails on the first day of voting week, which gave them a one-click route to their ballot paper, by-passing the login process. Emails were also utilised locally to engage staff and Senior Management Team support in encouraging voters. Unlike in previous years, HISA did not organise class visits for the candidates. Instead, students were offered the opportunity to record husting's videos where they answered the following questions:

- If you could only achieve 1 thing from your manifesto, what would it be?
- If elected, how would you keep students up to date on your work, and be accountable to them?
- What would you do to make students more enthusiastic about giving feedback on their student life?
- What is the biggest issue that you think is affecting students right now that not enough people are talking about?
- If you could turn into another person, who would you be and why?

This was intended to give the candidates an opportunity to promote themselves and their campaign to students in a slightly less formal and more engaging way.

Virtual polling stations were set up alongside physical polling stations in order to engage students both online and in person, with the hopes that this would help us reach as wide a demographic of students as possible. HISA also managed class visits with local staff members, facilitating the need to engage a captive audience of students, while reducing the number of requests lecturers might receive from candidates.

Once voting had closed, HISA provided voters with the opportunity to give feedback on the voting process, receiving 227 responses. When asked how they found out about the elections, 179 cited emails while 132 cited that the candidate's manifestos were the main way in which candidates caught their attention. Students gave an average score of 4.14 out of 5 when asked to rate the voting process and 61% students said they were somewhat likely or very likely to engage with HISA in the future.

Marketing

The messaging of the 2022 Student Elections Campaign revolved around positive language that encouraged students to take a proactive stance in improving the student experience. Alongside the core and key word designs, HISA staff were provided with Microsoft Teams background images that they were encouraged to use throughout various stages in this election cycle. This aimed to help promote and raise awareness for the elections and HISA as an organisation.

In conjunction with this, each of the designs were produced bilingually with the Gaelic translation present on each material and approved by the HISA Gaelic Communities Coordinator. By increasing the presence of Gaelic in the Student Elections campaign, HISA was subsequently able to engage with students studying at Sabhal Mòr Ostaig and remind voters across the partnership that they are studying in a community where Gaelic is spoken.

During the Student Elections period, a variety of communications activity was undertaken to support the campaign and maximise student engagement. This included utilisation of the HISA website, local and regional social media channels, MyDay and email.

Complaints

One complaint was received regarding the HISA Regional President position. However, this complaint was not upheld. No complaints were received regarding Perth local roles or any of the other regional roles. The Regional President complaint was appealed to the Returning Officer at NUS. This appeal was submitted after the close of voting and the Returning Officer made the decision that the appeal was to be rejected on the grounds that it did not impact the results of the election.

Results

Table 1 details the result of the Presidential election. Heather Innes was elected for her first term in this role.

Table 1: HISA Regional President Election Result

Candidate	Votes	Elected?
Heather Innes	320	Yes
Ruth McFadyen	268	No
Reopen Nominations	28	No
Spoilt	1	N/A

Non-Transferable	0	N/A
Differential Loss	0	N/A

Table 2 details the result of the Vice-Presidential Education election. Jun Hu was elected for his first term in this role. The only other candidate for this role withdrew before voting week began.

Table 2: HISA Regional Vice-President Education Election Result

Candidate	Votes	Elected?
Jun Hu	499	Yes
Reopen Nominations	138	No
Spoilt	2	N/A
Non-Transferable	0	N/A
Differential Loss	0	N/A

Table 3 details the result of the Vice-Presidential Communities election. Madeleine Brown was elected for her first term in this role.

Table 3: HISA Regional Vice-President Communities Election Result

Candidate	Votes	Elected?
Madeleine Brown	511	Yes
Reopen Nominations	89	No
Spoilt	1	N/A
Non-Transferable	0	N/A
Differential Loss	0	N/A

Table 4 details the result of the Perth President Election. Todor Pavlov-Kennedy was elected for his second term in this role. The only other candidate for this role withdrew after voting week began. Their name was still included on all printed materials; however, their votes were not counted and have been excluded from this table.

Table 4: Perth President Election Result

Candidate	Votes	Elected?
Todor Pavlov-Kennedy	130	Yes
Reopen Nominations	9	No
Spoilt	0	N/A
Non-Transferable	50	N/A
Differential Loss	0	N/A

Table 5 details the result of the Perth Depute-President Activities and Welfare Election. Charley Jefts was elected for her first term in this role.

Table 5: HISA Perth Depute-President Activities and Welfare Election Result

Candidate	Votes	Elected?
Charley Jefts	166	Yes
Reopen Nominations	16	No
Spoilt	0	N/A
Non-Transferable	0	N/A
Differential Loss	0	N/A

Table 6 details the result of the Perth Depute-President Education Election. Liam Fowley was elected for his first term in this role.

Table 6: HISA Perth Depute-President Education and Engagement Election Result

Candidate	Votes	Elected?
Liam Fowley	162	Yes
Reopen Nominations	23	No
Spoilt	0	N/A
Non-Transferable	0	N/A
Differential Loss	0	N/A

Historic Election Overview

Table 7 details the past performance of Perth College during HISA elections. The 2022 election turnout was the lowest in the last four years. This can be partially attributed to the continuation of Covid restrictions at certain Academic Partners, the lack of face-to-face voter engagement as a result of a reduced number of students on campuses, and a noticeable decline in student interest and overall engagement. The voter share (the percentage of Perth College Students vs all UHI students,) recorded its highest result in the past four years. This was also the highest voter share out of all Academic Partners, likely because Perth College has the highest number of overall students.

Table 8 details the number of unused votes there were for each of the 3 Regional roles, as well as for all depute president roles. From this data we can see that there were fewer unused votes than there has been in any of the past three elections.

Table 9 highlights candidate numbers. 2022 saw a reduction in candidate numbers, with every role receiving the same, or less than, the number of candidates from the 2021 election.

Tables 10 to 12 highlight the election engagement for each role at Perth College UHI. These tables show in even greater detail, the lack of student engagement in regards to the 2022 election.

Local Reflection

Although the current Covid restrictions and lack of student engagement did have a negative impact on this year's elections, Perth College UHI had a lot of support from the offset. The Perth local staff team, the communications manager, a member of the operations team and the election coordinator were all on campus at various points in this election and played a key role in raising engagement and assisting in the delivery of a fair and balanced election.

Although students were unable to conduct class visits themselves, local staff reached out to curriculum staff at the earliest opportunity to arrange class visits during the elections period, so that HISA local staff could speak to as many students as possible and encourage them to vote. Over the course of voting week, 27 class visits were conducted, which is down from the 40 that were conducted last year.

The elections period also saw HISA create targeted and consistent messaging to Student Voice Representatives, clubs and society leaders, the wider student body and all staff, which helped increase awareness of the elections to students who stood for local positions and the turnout we had in a mostly online year.

There were polling stations set up at the Goodlyburn & Brahan buildings in order to engage with students at both ends of the Campus. The polling station at the Goodlyburn building saw a much larger number of students voting and was overall, the station that students engaged the most with, while the polling station at the Brahan was less successful.

The overall turnout has noticeably declined in comparison to previous years. This decline in votes, candidate nominations and overall engagement was noted in the 2021 election but it has continued to decline in the 2022 election. This in part could be attributed to the lack of face-to-face engagement and on-campus presence we had this year, however, increasing engagement on all fronts should be a key focus as we move towards the 2023 election.

Perth College was one of a few Academic Partners who believed that the fully-online voting method was a detriment to the amount of students who voted. The issues some students had with the online voting system, caused them to be discouraged and lose interest in voting. As well as this, some students who have difficulties with technology were reluctant to engage with the online voting system at all. It was noted by those who interreacted with these students, that a hybrid of online and paper ballots would be likely to increase engagement and boost voter numbers for future elections.

While Candidate engagement was down all across UHI, it's effect on the low voter numbers was acknowledged by Perth College staff. The lack of candidate materials available meant that students were often un-aware of exactly who or what they were voting for. As well as this, the lack of materials made it harder for local staff to promote the elections and get students excited by the prospect of the elections.

Moving forward we aim to strengthen our already good working relationships with Perth College UHI staff, continue to use targeted and consistent communications and work in partnership with key staff to increase awareness and engagement in the elections process. We will, as always, continue to consider new ways to engage with a wide range of students

and seek to improve engagement with class visits (hopefully Covid restrictions will continue to be reduced and allow for candidates to enter classes themselves next year) and an increase in on-campus students. We will look to ensure we are able to have a strong presence on campus for the 2023 election, as long as government and Academic Partner guidelines allow. Creating more awareness on campus and helping to strengthen engagement with students through various different means, will be an important outcome of a reduction in restrictions.

Appendices

Table 7: Overall Past Election Performance

Perth College UHI	2019	2020	2021	2022
Voters	642	591	421	207
Turnout	9.97%	8.67%	7.13%	3.05%
Voter Share	23.49%	23.43%	25.18%	27.49%
Student Numbers	6442	6814	5908	6777
Perth Students as a Percentage of UHI	24.56%	23.21%	25.45%	22%

Table 8: Unused Votes by Students

Unused Votes	2019	2020	2021	2022
Did not vote for President	693	509	370	139
	25.36%	20.18%	22.13%	18.41%
Did not vote for Vice-President Further Education*	819	622	370	155
	29.97%	24.66%	22.13%	20.53%
Did not vote for Vice-President Higher Education**	750	639	350	118
	27.44%	25.34%	20.93%	15.63%
Did not vote for Depute President	63	18	32	15
	2.31%	0.71%	1.91%	1.99%

*For the 2022 election, this role was changed to Vice-President Communities

**For the 2022 election, this role was changed to Vice-President Education

Table 9: Candidate Numbers

Role	2019	2020	2021	2022
President	5	4	3	2
Vice-President Further Education	4	1	2	1
Vice President Higher Education	6	4	2	1
Perth President	3	4	2	2*
Perth Depute-President Activities and Welfare	5	4	6	1
Perth Depute-President Education and Engagement	5	3	5	1

*During voting week, one candidate withdrew their nomination for this role.

Table 10: Perth Students Votes for HISA Perth President

Votes for HISA Perth President	2019	2020	2021	**2022**
Votes	542	555	356	**189**
Turnout	8.41%	8.14%	6.03%	**2.79%**

Table 111: Perth Students Votes for HISA Perth Depute-President Activities and Welfare

Votes for HISA Perth Depute-President Activities and Welfare	2019	2020	2021	**2022**
Votes	514	518	351	**182**
Turnout	7.98%	7.60%	5.94%	**2.69%**

Table 122: Perth Students Votes for HISA Perth Depute-President Education

Votes for HISA Perth Depute-President Education	2019	2020	2021	**2022**
Votes	537	497	370	**185**
Turnout	8.34%	7.29%	6.26%	**2.73%**

HISA Board of Management Project

Update for Boards of Management

Overview

Following feedback from Executive Committee, HISA decided to undertake an organisation-wide consultation with the aim of improving our officers' contributions to local boards of management and to ensure we empower our students to be effective members of board so that student voices are central to strategic decisions made at a local level.

Progress to date

Desktop research was undertaken about what goes on currently nationwide alongside legislation as well as examples of good practice in this year. From this a rationale and project plan was created. (see attached)

The project team have spoken to every local officer who has a place on their local board, every single HISA staff member supporting local officer with board and a representative of every board across UHI.

The project team have also been consulting with board secretaries through a quarterly meeting to provide insight and get valuable input from each board from creation of the project plan to consultation with board representatives.

Next steps

Once the final report is ready, we will present this to all boards across UHI at their first meeting of academic year 2022-2023. The report will be presented by HISA to board for discussion and to endorse approval of the recommendations made within the report.

This part is the first stage in informing board of the progress to date and to ask any questions before the report comes to the first meeting of academic year 2022-2023 so we can partly implement the recommendations, with full implementation from 2023-2024.

Any questions from boards will be fed back to the project team to provide a response.

Paper No.14

Committee	Board of Management
Subject	Committee Minutes
Date of Committee meeting	16/06/2022
Author	Ian McCartney, Clerk to the Board
Date paper prepared	09/06/2022
Executive summary of the paper	This paper comprises minutes of Standing Committees for consideration and noting by the Board. Minutes provide are as follows: • Learner Experience Committee:27 April 2022 • Chairs' Committee: 05 May 2022 • Strategic Development Committee:16 May 2022 • AST Board: 19 May 2022 • Finance & Resources Committee: 24 May 2022 • Audit Committee: 31 May 2022 Board Members should note that the meeting of the Learner Experience Committee on 27th April 2022 did not reach the required quoracy as set out in the Terms of Reference, therefore Board are asked to ratify any decisions made at this Committee.
Consultation Please note which related parties, stakeholders and/or Committees have been consulted	n/a
Action requested	☒ For information ☐ For discussion ☐ For endorsement ☐ Strongly recommended for approval ☐ Recommended with guidance (please provide further information, below)

Perth College UHI

Resource implications Does this activity/proposal require the use of College resources to implement? If yes, please provide details.	No
Risk implications Does this activity/proposal come with any associated risk to the College, or mitigate against existing risk? (If yes, please provide details)	No Click or tap here to enter text.
Link with strategy Please highlight how the paper links to the Strategic Plan, or assist with: • Compliance • National Student Survey • partnership services • risk management • other activity [e.g. new opportunity] – please provide further information	n/a
Equality and diversity Does this activity/proposal require an Equality Impact Assessment? If yes, please give details:	No
Data Protection Does this activity/proposal require a Data Protection Impact Assessment? If yes, please give details:	No Click or tap here to enter text.

Perth College UHI

Island communities Does this activity/ proposal have an effect on an island community which is significantly different from its effect on other communities (including other island communities)?	Yes/ No If yes, please give details: Click or tap here to enter text.
Status (e.g. confidential/non confidential)	Non Confidential
Freedom of information Can this paper be included in "open" business?*	Yes

* If a paper should **not** be included within 'open' business, please highlight below the reason.

Its disclosure would substantially prejudice a programme of research	☐	Its disclosure would substantially prejudice the effective conduct of public affairs	☐
Its disclosure would substantially prejudice the commercial interests of any person or organisation	☐	Its disclosure would constitute a breach of confidence actionable in court	☐
Its disclosure would constitute a breach of the Data Protection Act	☐	Other [please give further details] Click or tap here to enter text.	☐

For how long must the paper be withheld? Click or tap here to enter text.

Further guidance on application of the exclusions from Freedom of Information legislation is available via:
http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp
and
http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

Learner Experience Committee

DRAFT Minutes

Meeting reference: Learner Experience 2021-22/04
Date: Wednesday 27 April 2022
Location: Room 019/Online

Members present: Lorenz Cairns, Depute Principal (Academic)
Catherine Etri, Associate Principal (Academic)
Robert Boyd, Teaching Staff Member on the Committee
Rosalind Bryce, Chair of Scholarship & Research Committee
Todor Pavlov-Kennedy, Student Board Member
Deborah Lally, Head of Student Experience
David Gourley, Head of Learning & Teaching Enhancement

In attendance: Ian McCartney, Clerk to the Board

Apologies: Margaret Cook, Principal (Chair)
Sheena Devlin, Board Member
Jenny Hamilton, Board Member
Ann Irvine, Board Member
Fiona Martin, Board Member
Veronica Lynch, Vice Principal (External Engagement)

Chair: **Lorenz Cairns** (on behalf of Margaret Cook)
Minute Taker: Ian McCartney
Quorum: 7

Minutes:

Item		Action
1.	**Welcome and Apologies** Chair welcomed everyone to the meeting, noting apologies. Clerk advised that the meeting had not reached Quoracy due to the lack of Board Members in attendance, therefore all matters requiring a decision would be passed to the Board for approval.	
2.	**Additions To The Agenda** None	
3.	**Declaration of Conflict of Interest in any Agenda Item** None	
4.	**Minutes of Meeting held on 02 February 2022** The minutes were approved as being an accurate record of the meeting.	
5.	**Matters Arising from Previous Minutes** **7.2 HISA Perth Plan of Work** **Action 1:** Complete Plan for next Board Meeting **Status**: Completed **Action 2:** Provide Report to Principal on engagement with Teaching staff; share with Committee as appropriate **Status:** Completed	
6	**Learner Experience**	
7.1	**HISA Perth Plan of Work 2021/22 - Update** Student Board Member presented the latest iteration of the HISA Perth Plan of Work, highlighting the progress made in a number of areas. Student Board Member noted the fairly low engagement levels experienced for some events, which was disappointing. Focus at the moment was the shortlisting and organisation of the OBIs, with more nominations having been received than in the previous year. Chair queried whether a smaller plan with a bigger impact is a better way to go than the current arrangements. Student Board Member agreed this would be worth considering but would need to be agreed	

	with new Officer Team depending on their priorities for 2022/23. Committee **NOTED** the HISA Perth Plan of Work update.	
7.2	**Student Destinations** Head of Student Experience advised Committee that the information on Student Destinations was not yet available as individual returns had only just been submitted to SFC. Head of Student Experience would summarise the Report and circulate to Committee Members once available.	Head of Student Experience
7.3	**CDN Training Module – Working With Student Members on College Boards** Clerk advised Committee of a new Training Module being devised by CDN that focused on how Board-level committees could work with Student Board members to ensure high levels of student engagement. Clerk noted that Chairs Committee had suggested that Independent Board Members on LEC would be prime candidates to engage in this module, however with no IBMs in attendance today, Clerk would circulate information when the module goes live.	Clerk
8	**Curriculum**	
8.1	**Student Recruitment Update 2021/22 & Targets 2022/23** Head of Student Experience presented Paper 3 and outlined processes around how targets are set and agreed. Head of Student Experience advised that SFC did not release indicative funding until March/April, which presents challenges if there are significant differences between SFC numbers and assumed local numbers as planning is undertaken locally from November. Head of Student Experience noted that it was likely that FE Credit targets would be met this Academic Year, however HE numbers are well behind targets which raises the potential for claw-backs from SFC, which could total up to £2m for UHI, Perth College exposed to around 50% of that figure. SFC are aware that a large percentage of Colleges are unlikely to meet this years' targets and SFC are analysing the issue with a view to developing a fair and equitable solution. Head of Learning & Teaching Enhancement queried whether the reduction in numbers was part of a trend. Head of Student Experience responded that this was a blip as previous recruitment levels showed a stable position.	

	Head of Student Experience summarised the activities surrounding Recruitment for 2022/23 and how numbers were being actively monitored. Teaching Staff Member on the Committee queried whether targets were being lowered. Head of Student Experience advised that the College was continuing to set realistic yet challenging targets. Committee **noted** Paper 3.	
8.2	**Curriculum Review Update** Associate Principal presented Paper 4 for information. Associate Principal reported on the work being done locally around planning processes and noted some of the challenges likely to be experienced locally if some of the Awards highlighted for disinvestment were pursued. Committee **noted** Paper 4.	
8.3	**SFC Benchmark Report on KPIs** Head of Student Experience provided a verbal update, noting that SFC had not yet published their KPIs. Head of Student Experience noted that these are normally published in January each year, which provides more time for deferred students. Head of Student Experience would produce paper and circulate to Committee when the data becomes available.	Head of Student Experience
9	**Committee Minutes** Committee **noted** the following minutes: - Scholarship and Research Committee, 30 March 2022; - Student Engagement Group, 03 February 2022; - Student Engagement Group, 29 March 2022	
10	**Date of Next meeting** tbc Clerk noted that the timetable for Board and Standing Committee meetings 2022-23 would be tabled to the final Board Meeting of the year on June 16 2022.	

12	**Review of Meeting**	
	Committee confirmed the business of the meeting had been consistent with the Terms of Reference.	

Information recorded in College minutes are subject to release under the Freedom of Information (Scotland) Act 2002 (FOI(S)A). Certain exemptions apply: financial information relating to procurement items still under tender, legal advice from College lawyers, items related to national security.

Notes taken to help record minutes are also subject to Freedom of Information requests, and should be destroyed as soon as minutes are approved.

Status of Minutes – Open ☑

An **open** item is one over which there would be no issues for the College in releasing the information to the public in response to a freedom of information request.

A **closed** item is one that contains information that could be withheld from release to the public because an exemption under the Freedom of Information (Scotland) Act 2002 applies.

The College may also be asked for information contained in minutes about living individuals, under the terms of the Data Protection Act 2018. It is important that fact, rather than opinion, is recorded.

Do the minutes contain items which may be contentious under the terms of the Data Protection Act 2018?   **Yes ☐   No ☑**

Chairs' Committee

DRAFT Minutes

Meeting reference: Chairs 2021-22/03
Date and time: Thursday 05 May 2022 at 5.00pm
Location: Online

Members present: Brian Crichton, Chair, Board of Management
Jim Crooks, Chair, Audit Committee
Andrew Comrie, Chair, Strategic Development Committee
Craig Ritchie, Chair, Finance & Resources Committee
Margaret Cook, Principal; Chair, Learner Experience Committee

In attendance: Ian McCartney, Clerk to the Board

Apologies: Graham Watson, Chair, AST Board

Chair: **Brian Crichton**
Minute Taker: Ian McCartney
Quorum: 3

University of the
Highlands and Islands
Perth College

Summary of Current Action Items			
Ref	Action	Responsibility	Time Line
6	**Trade Union Membership on College Boards** Clerk to present detailed proposals to the October Board.	Clerk	BoM (Oct 2022)
7	**One UHI** Chair BoM to arrange meeting with the MSP for Perth	Clerk	BoM (June 2022)
7	**One UHI** Clerk to add PFA to agenda for June Board meeting.	Clerk	BoM (June 2022)

Minutes:

Item		Action
1.	**Welcome and Apologies** The Chair welcomed everyone to the meeting. Apologies were received from Graham Watson.	
2.	**Additions to the Agenda** Chair LEC requested to discuss Executive Office restructuring. This would be added to Item 7.	
3.	**Declaration of Interest in any Agenda Item** There were no declarations of a conflict of interest.	
4.	**Minutes of Meeting held on 10 February 2022** The Minutes were approved as an accurate record.	
5.	**Matters Arising from Previous Minutes** **Item 7 – College Branding** Action: Clerk to log College Branding on Risk Register Action Update: Completed **Item 9 - CDN Training Module** Action: Clerk to raise issue re introducing a development session with Learner Experience Committee Action Update: Completed **Item 10 - Future Position of Chair** Action: Chair of Board to write to Board outlining proposed future position Action Update: Completed	
6.	**Trade Union Membership on College Boards** Clerk presented Paper 2, noting that the mood music was to expect the Scottish Government to publish the final guidance for implementation by the end of 2022. Clerk advised that local contextualisation would be worked on over the	

	summer with a view to presenting detailed proposals to the October Board.	Clerk
	Chair Audit queried whether there was any risk of potential back doors to chairing of Committees. Clerk will review Terms of Reference to ensure clarity re chairs and membership across all Committees.	
	Chair BoM queried whether additional Independent Board Members would be required to ensure majority of IBMs on Board/Committees. Clerk noted that this would not be the case.	
7.	**One UHI** Chair BoM noted that a number of inter-related topics were to be raised within this topic headline, including One UHI concept, the cost of Executive Office and the level of Top Slice. Chair BoM advised that a high level of common interest and agreement had been reached across a number of issues with others in the Partnership, including moving UHI onwards and putting the learner experience first. Chair BoM noted the One UHI presentation that had been distributed, which had required some back-tracking resulting in a Strategic Intent page; this issue is to be discussed and a Chairs & Principals meeting in mid-June. Chair BoM advised that a Partnership Framework Agreement (PFA) had also been discussed, focusing on mutuality and assessing value for money. It was agreed that zero-based budgeting is the preferred route, however the latest versions issued showed no progress on key aspects of areas disputed with EO which means that, with the issue needing to be discussed at the next Board meeting, the Court deadline at the end of May for agreeing the PFA will not be met. Chair BoM noted that, with Financial Memorandum and ROA both signed off there appears no justification for any action to result if the PFA is not signed off locally, as there is nothing comparable for single-region colleges with SFC. Chair LEC note that there was much disquiet around these issues at the most recent Partnership Council. Chair LEC also advised that top 3 tiers of EO had now been populated but with no indication that anything was being done differently. Chair SDC sought clarification on College's position re One UHI given the Chair of Court had been invited to the next SDC meeting. Chair BoM would arrange for Chair of Court's attendance to be postponed given the need for SDC to discuss the narrative around One UHI.	

	Chair BoM advised that he would be seeking a meeting with the MSP for Perth to continue that ongoing dialogue. Clerk to add PFA to agenda for June Board meeting.	Chair BoM Clerk
8.	**UHI/College Branding** Committee was advised that a compromise position re UHI/College branding had been reached where UHI Perth would be referred to on the UHI front page, however on click-through branding would revert to Perth College UHI. Chair LEC noted that the College's internal Marketing Team are looking at the current brand with a view to updating. It is hoped that some options would be provided to Finance & Resources during the final Board cycle.	
9.	**Any Other Business** No other business was raised.	
10.	**Date of Next Meeting** • tbc	
11.	**Review of Meeting** Committee agreed that the Terms of Reference had been met.	

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Notes taken to help record minutes are also subject to Freedom of Information requests, and should be destroyed as soon as minutes are approved.

Status of Minutes – Open ☐   Closed ☑

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Do the minutes contain items which may be contentious under the terms of the Data Protection Act 2018?   **Yes ☑   No ☐**

Strategic Development Committee

DRAFT Minutes

Meeting reference: SDC 2021-22/04
Date: Monday 16 May 2022
Location: Room 019/Online

Members present: Katrina Hodgson, Board Member (Vice Chair)
Michael Buchanan, Board Member
Heather Cormack, Board Member (from Item 6.1)
Jenny Hamilton, Board Member (until Item 6.1)
Margaret Cook, Principal
Todor Pavlov-Kennedy, Student Board Member

In attendance: Lorenz Cairns, Depute Principal
Veronica Lynch, Vice Principal
Iain Wishart, Director of Finance
Catherine Etri, Associate Principal
Ian McCartney, Clerk to the Board

Apologies: Andrew Comrie, Board Member (Chair)
Sheena Devlin, Board Member
Rebecca Wallace, HISA Perth VPEE
John Dare, Staff Board Member

Chair: **Katrina Hodgson** (on behalf of Andrew Comrie)
Minute Taker: Ian McCartney
Quorum: 3

Minutes:

Item		Action
1.	**Welcome and Apologies** Meeting was advised that Chair of SDC was unable to attend, therefore the Vice Chair would be chairing the meeting.	
2.	**Additions to the Agenda** Committee was advised that Vice Principal had prepared an "elevator pitch" presentation around the commercial elements of the Strategic Plan and it was requested that this be shown at an appropriate stage in proceedings. This was **AGREED.**	
3.	**Declaration of Interest in any Agenda Item** None.	
4.	**Minutes of Meeting held on 27 January 2022** Aside from a minor typographical error, the minutes were agreed as being an accurate record of the meeting.	
5.	**Matters Arising from Previous Minutes** **Actions outstanding from prior meetings – 02 November 2021** Item 6.3 – Commercial/Non-Core Business Strategy **Action 1:** Provide diagrammatic representation of framework **Action Update**: Complete **Action 3**: Provide further report on Commercial activity following College Strategy approval **Action Update:** Deferred to next meeting as Strategy not yet approved. Item 6.5 – Development Trust **Action**: Provide Committee with more information including presentation by representative of Trust **Action Update**: Not complete, defer to next meeting	 Vice Principal Principal

6	**Items for Discussion**	
6.1 & 6.2	**College Strategy** **Areas for Further Discussion** Principal introduced Paper 2, being the latest iteration of the Strategic Plan, noting that the planning process is nearing its conclusion, and that some contradictory suggestions raised during the last round of consultations had not been included. Principal referred to Risk Appetite session at last Board Development day, and noted that KPIs presented included options as had been requested at this session. Principal concluded introduction by noting the operational planning was not in scope for discussion during this meeting as the focus was purely on strategy and KPIs; an Operational Plan and Budget will come to a future Board for approval. Principal further noted that, following this meeting, Finance & Resources Committee will also scrutinise the Plan to look at potential financial and resource implications, after which the Plan will be submitted for approval at the Board of Management meeting scheduled for 16th June 2022. Vice Chair advised Committee that "strong approval" was being sought for the Plan to go in front of the Board. Principal advised that SMT members will present those KPIs in their areas of responsibility. Board Member noted that a number of KPIs listed may be a better fit within the Operational Plan as they are more basic performance indicators. Board Member queried whether One UHI proposal should be referenced within Plan. Principal noted that the proposals are referred to more broadly within document as One UHI is still an evolving proposal and is not referenced within the UHI Strategy. Board Member expressed surprise that document does not make more direct reference to UHI despite UHI being the College's biggest partner. Principal noted that there is a high level of collaboration around Teaching & Learning and that the Plan seeks to look to maximise benefits received from within the Partnership. Vice Chair noted that degree of stakeholder input would explain why focus is predominantly on Perth College rather than UHI, however a change in language to clarify that Perth College wishes to lead by example and provide influence would be useful. Board Member suggested that what Perth College seeks to do in reference to the Partnership over the next 5 years needs to be made clearer, for example in relationship to an increased focus on regions.	

	Principal **agreed** that SMT would look at wording around maximising benefits, driving change and local and regional needs within the document prior to the Plan going to Board.	SMT
	Associate Principal noted the recent, highly positive Education Scotland report, which stressed how much Perth College was doing to drive improvements across UHI. Vice Chair suggested this be included in the narrative, as well as reference to the dynamic and iterative nature of the Strategy in enacting change.	
	Committee then explored KPIs in turn by each of the 4 areas listed in the Strategy Map:	
	A) Excellence in Learning & The Learner Journey	
	Objective 1 & Objective 2 – The Learner Experience & Co-Creative and Progressive Curricula	
	Board Member noted that KPIs look at "learners" not "learning", and does not mention transformation as noted in the Vision.	
	Principal noted that there is a need to consider where transformational KPIs would be reported to as statistics generated allow College to demonstrate impact and continuous improvement.	
	Associate Principal advised that there is a focus in this area on statutory KPIs, and that key surveys, set by SFC, also include questions around learning in addition to wider student experience matters. Board Member suggested that the students' views are not the only measure used to judge the quality of teaching and learning.	
	Vice Principal queried whether it would help to ease Board Members' concerns if the quantitative KPIs in Objective 2 were absorbed into Objective 1 to ensure that both learners and learning were included in the measures. It was **agreed** that this approach would help.	SMT
	Objective 3 – Industry Focused	
	Given previous discussion, Vice Principal noted that some elements of Objective 2 would be relevant in Objective 3, and there may be new areas of activity for which no baseline figures are available.	Vice Principal
	Objective 4 – Academic Partnerships	
	Committee were advised that the baselines indicated used a percentage based on overheads incurred, and that different margin baselines are used for different Partnerships, therefore this section	

		Director of Finance
	needs reviewed and an "overhead + x%" approach should be considered. Objective 5 – Research and Scholarship No issues raised. **B) College Growth & Ambition** Objective 1 – Our Culture Board Member suggested that the monthly initiative listed as a KPI would be better served as a Supporting Measure, and that measures beyond survey results could be utilised, such as retention and progression. Deputy Principal noted that the latter were covered elsewhere so care would be required not to double-up on objectives. Objective 2 – Our Staff Vice Chair suggested adding a metric based on staff turnover measured against the Sector. Vice Principal noted that caveats may be required regarding the nature of certain contracts utilised. Objective 3 – Our College No issues raised. Objective 4 – Our Ways of Working Vice Chair queried how staff efficiencies will be measured. It was noted that the Director of Finance had experience in this area and this will be utilised to train and devolve as appropriate. Board Member queried whether the KPIs and Supporting Measures need to be flipped, as KPIs listed are outputs not outcomes. SMT to review. Objective 5 – Digital Transformation Board Member queried what transformation related to on this area – remote collaboration, infrastructure, staff/student skills, etc? Vice Principal noted that the ICT & Digital Transformation Strategy covers all aspects of this Objective and is cross referenced, with Digital Skills identified as a fundamental underpinning element. Vice Principal to circulate ICT & Digital Transformation Strategy document.	SMT Vice Principal

	C) Partnerships & Collaboration Objective 1 - Relationships No issues raised. Objective 2 – Commercial Enterprise and Innovation Board Member queried whether Underpinning KPIs consider non-SFC income. Vice Principal noted that these were included as increasing by 2-3% each year. **D) Sustainability** Objective 1 Vice Chair queried whether KPI is more about accuracy, trust and deliverability to allow business decisions to be made, rather than about the number of forecasts produced. Director of Finance **agreed** that wording should be amended accordingly. Objective 2 Director of Finance noted that College needs to learn to do more with the same. Objective 3 Vice Chair suggested that Aligned KPIs should be promoted to Strategic KPIs to make these more impactful. Vice Principal noted that the Scottish Government had issued a Net Zero target for the Sector, but tis will not be funded. Principal thanked Committee for their input and noted that SMT will separate out Board and operation-level KPIs for greater clarity of what was due to be monitored by Board. Principal noted that Committee had ran out of time to make selections from within each KPI, so suggested that SMT make recommendations to Board. This was **agreed**. To conclude the meeting, the Vice Principal presented an "Elevator Pitch". Positive feedback was received for the Pitch, and Vice Principal offered to replicate this approach for all key stakeholder groups.	 Director of Finance SMT SMT Vice Principal

7	**Date and time of next meeting:**	
	- tbc	
	Clerk noted that the timetable for Board and Standing Committee meetings 2022-23 would be tabled to the final Board Meeting of the year on June 16 2022.	
8	**Review of Meeting**	
	Committee confirmed the business of the meeting had been compliant with its Terms of Reference.	

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Do the minutes contain items which may be contentious under the terms of the Data Protection Act 1998?   **Yes** ☐   **No** ☑

Finance & Resources Committee

DRAFT Minutes

Meeting reference: F&R2021-22/04
Date: Monday 24 May 2022 at 5.00pm
Location: Room 019/Online

Members present: Craig Ritchie, Chair
                    Brian Crichton, Board Chair
                    Margaret Cook, Principal
                    John Dare, Staff Board Member
                    Todor Pavlov-Kennedy, Student Board Member
                    Derek Waugh, Co-Opted Committee Member

In attendance: Lorenz Cairns, Depute Principal (Academic)
                    Veronica Lynch, Vice Principal (External)
                    Iain Wishart, Director of Finance
                    Katy Lees, Head of HR & Organisational Development
                    Lisa Findlay, Marketing Team Leader (Item 6.2 only)
                    Stewart McEwan, Design & Communications Assistant (Item 6.2 only)
                    Ian McCartney, Clerk to the Board

Apologies: Andrew Comrie, Board Member
                    Michael Buchanan, Board Member
                    Kevin Lynch, Head of Estates

Chair: **Craig Ritchie**

Minute Taker: Ian McCartney

Quorum: 4

University of the Highlands and Islands
Perth College

Item		Action
1.	**Welcome and Apologies** Chair welcomed everyone to the meeting and noted apologies.	
2.	**Additions to the Agenda** None	
3.	**Declaration of Conflict of Interest in any Agenda Item** There were no declarations of interest in any item on the agenda.	
4.	**Minutes of Meeting of Finance & Resources Committee, 14 March 2022** The minutes were approved as a true and accurate record of the meeting.	
5.	**Matters Arising from previous minutes** **9 – HR Update** **Action:** Principal to liaise with Clerk re determining best route for reporting changes to TQFE **Action Update**: No complete – TQFE still ongoing	Principal
6.1	**Update on Perth College Strategic Plan 2022-27** Principal introduced Paper 2, noting the high level of consultation and the significant discussion at the most recent Strategic Development Committee on 16th May (amendments highlighted within Paper). Principal noted that the focus for this meeting was on financial implications, and that the highlighted KPIs reflected SMT's recommendations as there had not been time to explore these at the SDC meeting. In addition, a line had been drawn at Board-level KPIs due to the significant numbers of strategic objectives generated. Co-Opted Member queried whether the Commercial objectives were too conservative at, eg, 1% over 5 years. Vice Principal noted that referred to a College overhead rate + 1%, which was actually a large increase. Director of Finance confirmed that use of this target put focus on profitability to avoid low gross profits, and	

		targets identified translated as a 20% improvement on current levels. Chair BoM advised that this would be more easily understood if referred to as Gross Margin. Committee **agreed** that Gross Margin was a better reference point in this instance.	Director of Finance
		Student Board Member noted that FE recommendations had been highlighted in green, but HE recommendations had not. This was identified as an oversight, and will be sorted for Board.	SMT
		Chair BoM queried whether carbon footprint target reductions were achievable, and whether these related to public sector legislative targets. Depute Principal confirmed that the College would be covered by the Scottish Government's Net Zero policy which is required to be achieved by 2045, and noted that the Goodlieburn building may be the key factor in achieving this target.	
		Chair BoM noted there would be more comfort in setting a target that can be narrowly missed rather than setting targets that have little chance of being achieved within the 5-year timescale of the Plan. Depute Principal agreed to consider options in this area prior to the final version being submitted to Board.	Depute Principal
		Chair queried the lack of infrastructure-based KPIs around Digital Transformation. Vice Principal noted that these were included in the enabling ICT/Digital Transformation strategy; this would be circulated within the Board papers.	Vice Principal
		Chair recommended that milestones should be firmed up and made more tangible for the Sustainability Objective 1. Director of Finance **agreed** and will sort.	Director of Finance
		Co-Opted Member queried how these efficiencies will be measured. Director of Finance advised that the metrics will be rolled up in the financial reports. Co-Opted Member suggested that this may therefor be more of a project-level KPI than a strategic one. Vice Principal agreed that this may be an area that drops "below the line", or gets rolled up into staff costs.	
		Chair concluded the discussion by noting that, subject to amendments discussed, the Plan should be taken forward with a strong recommendation. Committee **agreed** this position.	
6.2		**Branding Update** Committee received a presentation from the Marketing Team re a proposed local brand as agreed following recent launch of new UHI brand. Marketing Team Leader outlined the guidelines and principles	

	behind the branding, before Design & Communications Assistant provided visuals and draft layouts/colour schemes proposed to be used. Vice Principal noted that the proposal retains brand recognition and the changes to the UHI logo without clashing, which is important for the recruitment market. Chair queried whether any conversations with UHI had taken place re proposed branding. Vice Principal advised that Board input was sought before taking the matter forward with UHI. Principal reminded Committee that the next recruitment cycle commences just after summer break. Chair BoM queried next steps. Principal confirmed that the proposal would be taken to June Board then rolled out over summer. Vice Principal noted that all development work is being carried out in-house, allowing the marketing budget to be used elsewhere. Student Board Member queried whether black logo was the right way to go. Design & Communications Assistant advised that the black logo would very seldom be used, for example on letterheads, but had been included for presentation purposes. Committee **agreed** to move to further consultation ahead of the final proposal being presented to Board.	
7.1	**Perth College Financial Update: Year to 30 April 2022** Director of Finance presented Paper 3 for information, noting that the improved position was mainly driven by staff cost savings, however the potential for clawback on HE numbers could bring this position back to break-even. Principal noted that May/June is very late for clawback which is causing consternation among academic partners. Committee **noted** Paper 3.	
7.2	**Perth College Draft Budget 2022/23** Director of Finance presented Paper 4 noting that Credits were less overall for the Partnership, but Perth College's are going up, albeit not as much as had been hoped. Director of Finance then outlined potential savings in non-staff cost areas. Director of Finance advised that FFR submission date was scheduled for 30th June, however SFC have not published instructions as yet. This will be aligned with the submission to the Board.	

	Committee **noted** Paper 4 and asked the Director of Finance to explore the potential areas of saving before presenting a refined version of the budget to the Board.		
8.1	**Tay Cities Deal – Hospitality Skills Project** Vice Principal introduced Paper 5, advising that Perth College wishes to submit a bid to lead a £2m project on the hospitality skills element of the Tay Cities Deal. Vice Principal noted that the Scottish Government had agreed the project would be deemed a Business Justification Case, and the SG are keen to proceed at risk to appoint the project lead, with costs to be recouped. Chair BoM noted that the project looked to be core to strategic intent and well within scale of risk appetite. Student Board Member queried the potential risk re clawback; Vice Principal noted that this would be minimal as funding would be received from within the project - only risk in this instance would be around expenditure recoup periods. Committee **APPROVED** Paper 5		
9.1	**Aviation Academy for Scotland/Tay Update** Vice Principal presented Paper 6 for information, which provided an update following the change of ownership for Tayside Aviation, and noted that an options workshop for AAS was taking place on 25th May, the outcome of which would be reported back at the next meeting Committee **NOTED** the updated position and **ENDORSED** the course of action being taken to inform the approval process.		
10.	**Estates Update** Depute Principal presented Paper 7 on behalf of Head of Estates, thanking Board Members for their input into Estates Strategy discussions Chair BoM queried responsibility for sourcing Green Energy incentives. Depute Principal noted that this was in the remit of the Head of Estates and that funds were being bid for where appropriate. The Estates Update was **NOTED**.		

11.	**HR Update**	
	Head of HR & Organisational Development presented Paper 8.	
	Chair BoM requested that Board numbers attending mandatory training be supplied prior to one-to-one reviews.	Head of HR
	The HR Update was **NOTED**.	
10.	**Committee Minutes**	
	The following Committee Minutes were **NOTED**:	
	- EDIT Committee, 17 March 2022 - JNC Support Staff, 03 March 2022 - JNC Lecturing Staff, 03 March 2022 - Staff Engagement Committee, 31 March 2022	
13.	**Date & Time of Next Meeting**	
	tbc	
	Clerk noted that the timetable for Board and Standing Committee meetings 2022-23 would be tabled to the final Board Meeting of the year on 16 June 2022.	
14.	**Review of Meeting**	
	Committee confirmed that the meeting had been conducted in line with its Terms of Reference.	

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Do the minutes contain items which may be contentious under the terms of the Data Protection Act 2018?   **Yes ☐   No ☑**

Audit Committee

DRAFT Minutes

Meeting reference: Audit 2021-22/04
Date: Tuesday 31 May 2022
Location: Boardroom/Online

Members present: Jim Crooks, Board Member
Ann Irvine, Board Member
Fiona Martin, Board Member
Debbie McIlwraith-Cameron, Board Member
Graham Watson, Board Member
Madeleine Brown, Student Board Member

In attendance: Margaret Cook, Principal
Lorenz Cairns, Depute Principal
Veronica Lynch, Vice Principal
Iain Wishart, Director of Finance
David Archibald, Henderson Loggie
Rachel Wynn, Ernst & Young
Ian McCartney, Clerk to the Board

Apologies: None received

Chair: **Jim Crooks**

Minute Taker: Ian McCartney

Quorum: 3

MINUTES

Item		Action
1.	**Welcome and Apologies** Chair welcomed everyone to the meeting. Chair noted that the meeting would be Ann Irvine's final Audit Committee meeting and thanks were recorded for her service to Audit Committee over the years.	
2.	**Additions to the Agenda** There were no additions to the Agenda	
3.	**Declaration of Conflict of Interest in any Agenda Item** There were no declarations of interest.	
4.	**Minutes of Meeting of Audit Committee, 16 March 2021** The minutes were approved as an accurate record of the meeting.	
5.	**Matters arising from previous minutes**	
	Matters arising from 11 March 2021 Ref 12 – Review of Meeting **Action:** Clerk to update Terms of Reference to clarify that membership of F&GP Committee precludes membership of Audit Committee, and vice versa. **Action Update:** Clerk confirmed that membership was clarified under bullet point 3 of Membership section. **Action complete.** Matters arising from 31 May 2021 Ref 8.1 – Audit Action Plan **Action:** Chair to inform joint Audit Chairs Committee re proposals for circulation and approval by Finance & Audit Committees. **Action Update:** Chair confirmed that matter has been raised, however no response yet received. **Action complete.** Matters arising from 29 November 2021 Ref 6.1 – Audit Action Plan **Action 2:** Director of Finance to provide Committee with report on completion timescales and context including Sarbanes-Oxley principles	

	Action Update: included within Agenda under Item 6.1	
	Ref 6.3 – Review of Risk Register **Action 2:** Risk 26 – Director of Finance to provide update to Committee on progress with integrated systems.	
	Action Update: included within Agenda under Item 6.5	
	Ref 6.4 – Annual Health & Safety Report **Action:** Head of HR/OD to forward internal audit plan by e-mail to Members for information.	
	Action Update: Item issued, **action complete.**	
	Matters arising from 16 March 2022	
	Ref 6.3 – Internal Audit Action Plan **Action:** Internal Auditor to liaise with Principal re revised timetable and consideration of Cyber Risk element.	
	Action Update: included within Agenda under Item 6.2	
	Compliance	
6.1	**Audit Action Plan – Progress Update** Vice Principal provided an update on the latest position around the Audit Action Plan and noted the proposal around future updates. Committee **NOTED** the update and supported the move to reporting updates as and when required via appropriate Committees, however also requested that the full and final completion of the Audit Action Plan be reported to Audit Committee for information when appropriate.	
6.2	**Internal Audit – Audit Action Plan 2021/22-2024/25** Internal Auditor presented Paper 3, noting that Action Plan timings had been reviewed with SMT. Internal Auditor advised that the position of the Cyber Audit had been discussed but left in 2023/24 with an opportunity to accelerate if required. Audit Committee **NOTED** their comfort with the revised timetable. Board Member queried whether the schedule is consistent with regard to spread of audits within same cycle. Internal Auditor **AGREED** to add additional column to provide information on date of previous review to provided assurance. The revised Internal Audit Plan was **APPROVED** by Committee.	Internal Auditor

6.3	**External Audit Action Plan Year Ending 31 July 2022**	
	External Auditor presented Paper 4, noting the consistency with prior years with regard to financial statements and wider scope reviews.	
	External Auditor advised that Materiality Levels had been increased to 2% of expenditure, and the Audit Timetable had reverted back to previous timescales, allowing for a December sign-off.	
	Chair queried the reference to the Double Payment issue, seeking clarification on what was to be investigated. External Auditor confirmed that the focus of review in this regard was on control mechanisms.	
	Chair noted previous discussions around wording on financial sustainability and sought consistency and realism in terms of the exact language to be used.	
	Board Member queried reference to College as a "smaller body" and asked where this positions the College in relation to risk analysis. External Auditor confirmed that Audit Scotland set criteria for "smaller body", before noting that College was moving in the right direction in terms of risk analysis, to the extent that a lower risk rating may be achieved by the next audit cycle.	
	The External Audit Plan was **APPROVED** by Committee.	
6.4	**Strategic Risk Register**	
	Clerk presented Paper 5, noting minor amendments to Risks 14 and 25. Clerk advised that, as the College concluded its current strategic cycle and a new model for the Risk Register was being developed, this would be the final iteration of the Register in its current format.	
	The Strategic Risk Register was **NOTED** by Committee.	
6.5	**Risk Appetite & Risk Register Model**	
	Director of Finance presented Paper 6 plus ancillary documents linked to the Risk Appetite review undertaken by the Board at a recent Development Day, and to the proposed new Risk Register Model.	
	Director of Finance sought assurance of Committee's comfort around Risk Appetite when the financial aspects of likelihood and impact were added to the model.	
	Board Member queried with Internal Auditors as to whether the	

	College was likely to be an outlier in these terms. Internal Auditor advised that the appetite was similar to other colleges who are seeking to increase external income sources.		
	Vice Principal queried whether, on reflection, the assessment of Risk Appetite as Eager relating to Technology was too high. Board Member appreciated limitations currently being experienced, but noted that where new technology can be adopted, the College should be embracing such opportunities.		
	Director of Finance then ran through an example of a KPI from the Strategic Plan being entered in the proposed Risk Matrix, noting how the link to Financial Impact indicated that, in areas where the Risk Appetite was high, the Board are effectively indicating comfort with a potential exposure of up to £500k. Following a query from the Chair, the External Auditor advised that the current overall materiality for the College was £560k.		
	Following the presentation, Chair requested that additional information of the monitoring Committee be added. Director of Finance will include in next iteration of the Register.	Director of Finance	
	Director of Finance clarified that Board-level monitoring would focus on areas flagged as "red". Board Member noted that it would be useful to know what is being done for those items flagged as "fail" and when it would be fixed. Board Member also wanted to know how scrutinistation would work as there is a rick of fudging around drop-down menus. Director of Finance advised that a "fail" notification would result in a dialogue at Committee; there would also be some random testing of justification.		
	Board Member sought clarification that a Risk scored as 25 would still be explored even if the Risk Appetite allowed this. Director of Finance confirmed that scrutiny would still be required to look at measures to drive impacts down. Chair noted that there may be opportunity to adjust Risk Appetite as a means of mitigating certain drivers.		
	Director of Finance concluded by noting that the UHI Common Risk areas and Balanced Scorecard would be added in due course, and the full Register would be populated by the next Board Cycle.		
	Committee thanked Director of Finance for the update provided.		
7	**FOI & Data Protection Update** Clerk presented a year-to-date update of FOI and Data Protection issues reported under Paper 7 for information. The report was **NOTED** by Committee.		

8	**Date & Time of Next Meeting**	
	• tbc	
9	**Review of Meeting**	
	Committee confirmed that the meeting had been conducted in line with its Terms of Reference.	

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BOARD OF MANAGEMENT – TERMS OF REFERENCE

Membership

All Members appointed by the Regional Strategic Body;
The Principal of the College;
One person appointed by being elected by the teaching staff of the College;
One person appointed by being elected by the non- teaching staff of the College;
Two persons appointed by being nominated by HISA Perth from among the matriculated students of the College;

In attendance
Depute Principal (Academic)
Vice Principal (External)
Associate Principal (Curriculum)
Director of Finance

Quorum
The quorum shall be 50% of the total current membership of the Board

Frequency of Meetings
The Board shall meet no less than four times per year.

Terms of Reference

During Board meetings and other sanctioned Board events, the Board shall:

1. Take note of the overall environment in which the college operates, and provide considered and appropriate strategic guidance to safeguard and enhance the continued operation of the college.

2. Ensure that the College provides the best possible education and learning environment for its students;

3. Ensure that the values and ethos of the College are upheld and promoted;

4. Ensure that its decision-making process is transparent, properly informed, rigorous and timely, and in the best interests of the College as a whole, including taking into account UHI partnership needs;

5. Ensure that the College operates ethically, responsibly and with respect for the environment and for society at large;

6. Ensure that robust risk management and internal control systems are in place, maintained and enhanced;

7. Ensure compliance with all statutes, ordinances and provisions regulating the College and its framework of governance.