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|  | Pakefield Road  Lowestoft  Suffolk  NR33 0HT  T: 01502 562244  [www.Cefas.co.uk](http://www.cefas.co.uk) | |
| Recipient name here  Address1  Address2  Address3  Postcode | **Date:**  **Our ref:** | [insert here]  CEFAS25-02 |

Dear [INSERT NAME],

**SUSTAINABLE BLUE ECONOMIES (SBE) Development Advisory Panel (DAP) - Appointment Letter**

I am pleased to confirm your appointment as a member of the **SBE Expert Development Advisor Panel (DAP)** according to the Members Terms and Conditions attached.

Your appointment is for 2 years to commence on [DATE] and will be completed by [DATE], with optional extensions of 2 further periods of 12 months each. This is subject to the SBE Programme spending review and subsequent extension of the programme past this date.

Details of your role, including responsibilities, conduct and the tasks you are expected to complete are set out in the SBE DAP Handbook and the Terms and Conditions of Appointment in this document. Please be aware that this document is subject to review and modification on a regular basis.

Your main contact for any questions about this appointment is [NAME]; they can be contacted on sbeplatform@cefas.gov.uk.

Nothing in this letter of appointment shall be construed as, or taken to create a contract of employment between yourself and Cefas, or permit you to act as an agent on behalf of, Cefas.

**Please sign below and return to** [**procure@cefas.gov.uk**](mailto:procure@cefas.gov.uk) **to signify your understanding and acceptance of this appointment and the Members Terms and Conditions.**

Yours sincerely

[Name]

[Job Title]

Pakefield Road,

Lowestoft,

Suffolk,

NR33 0HT, UK

[procure@cefas.gov.uk](mailto:procure@cefas.gov.uk)

|  |  |
| --- | --- |
| Signed for and on behalf of the **Supplier** | Signed for and on behalf of the **Authority** |
| Name:  [**Insert** name]    [**Insert** job title] | Name:  [**Insert** name]    [**Insert** job title] |
| Date: | Date: |
| Signature: | Signature: |

**SBE Development Advisory Panel Terms and Conditions**

1. **Commencement of Appointment**

Your appointment as an SBE Development Advisory Panel Member will begin on the date provided in your appointment letter.

1. **Period of Appointment**

Subject to earlier termination by Cefas or FCDO, your appointment will be for a fixed period of 2 years with the possibility of extension for 2 further periods of 12 months each. The appointment will run from [DATE] and will automatically expire on [DATE], unless terminated earlier be Cefas or FCDO. This is subject to SBE Programme spending review and subsequent extension of the programme.

There is no presumption of reappointment. Any reappointment or extension of your appointment will be subject to the discretion of Cefas and FCDO and subject to an assessment of your performance over the initial period of appointment.

1. **Duties of Expert Development Advisor**

You are appointed as a SBE Development Advisor. You and you alone must carry out your duties to a high standard and with reference to the [Governance Code for Public Appointments - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/governance-code-for-public-appointments).

You must always act in accordance with our reasonable instructions and in line with the roles Terms of Reference (ToR). Your core role, as a panel member is to:

* evaluate whether Concept Note requests received from SIDS stakeholders for technical assistance are aligned with SBE Programme objectives, or can be adapted to be aligned with SBE Programme objectives.
* provide recommendations on the design of technical assistance projects to ensure they take appropriate account of socio-economic and development considerations in project design.
* evaluate project design documents (Project Inception Documents – PIDs) from a socio-economic and development perspective.

In addition, Panel members may be asked to also:

* provide advice on the adoption of project outputs to improve impacts across the wider SBE programme.
* provide ad-hoc advice to the SBE Platform to improve its performance, such as, short policy papers; advisory notes; think pieces; local delivered ITT, etc.

1. **Payment Information**

Members of the Advisory Panel do not receive salaries; however, panel members can claim for the duties listed above.

Committee members can claim for time taken to assess applications, participate in meetings and support the co-design of projects, at a rate of £350 per day.

The Chair can claim at a rate of £400 per day. Where the Vice Chair deputises for the Chair for at least a full day, in agreement with Cefas, the member can claim the Chair rate of £400 per day.

The number of days committee members can claim will be communicated to you in advance and be dependent upon the number of assessments that you conduct (by type) and meetings you participate in, as captured under Annex C of the SBE DAP Handbook.

To be eligible to claim, assessments of applications and participation in the meetings must be timely and in line with the standards and procedures set out in the guidance materials.

1. **Tax**

Any claims received may be taxable. All panel members are entirely responsible for compliance with any tax rules applicable to these and any other payments or benefits provided in relation to your appointment. Please consult your local tax office if you have queries.

1. **Expenses and Subsistence**

All assessment meeting and consultation with project teams will be held online, therefore no travel is expected.

1. **Code of Practice**

It is essential that you are, and are seen to be, honest, objective and impartial in the exercise of your duties. You must not allow your judgement or integrity to be compromised or permit there to arise any reasonable grounds for suspicion as to the compromise of your judgment and integrity.

The Seven Principles of Public Life (see Annex A of the SBE Development Advisory Panel Handbook) provide good guidance in the standards expected of members. You must not misuse information gained during your membership for personal gain or for political purpose.

As a DAP member you are required to operate in accordance with SBE Platform policies, procedures and guidance regarding data protection, safeguarding, sexual exploitation, abuse and harassment (SEAH), and Gender Equality and Social Inclusion (GESI) as detailed in the SBE DAP handbook.

If you believe you are being required to act in a way which:

* is illegal, improper, or unethical;
* is in breach of constitutional convention or a professional code;
* may involve possible maladministration;
* is otherwise inconsistent with the Seven Principles of Public Life;

you should report the matter to the Tier 1 Programme Team. You should also report to the appropriate authorities as evidence of criminal or unlawful activity by others. You may also report if you are required to act in a way which, for you, raises a fundamental issue of conscience.

Any unsolicited queries received from applicants or organisations looking to gain an advantage in the application process should be reported to the Tier 1 Programme Team at [sbeplatform@cefas.gov.uk](mailto:sbeplatform@cefas.gov.uk). If you become aware of suspicions or complaints of safeguarding / SEAH, you will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. You will also promptly contact Cefas at [cefas.safeguarding@cefas.gov.uk](mailto:cefas.safeguarding@cefas.gov.uk) to report any allegation credible enough to warrant an investigation of SEAH related to this arrangement as well as any allegation credible enough to warrant an investigation of SEAH that are not directly related to this arrangement but would be of significant impact to the partnership with FCDO. It is understood and accepted that your arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

1. **Fraud, terrorist finance, bribery and corruption**

Any suspicions and/or allegations of fraud, terrorist financing, money laundering, bribery and corruption, by any person or any partner (including downstream delivery partners) connected to a UK ODA programme or project, **must be reported promptly** to the safeguarding team at [cefas.safeguarding@cefas.gov.uk](mailto:cefas.safeguarding@cefas.gov.uk)

1. **Confidentiality and Information Disclosure**

You must not disclose any information on the programme, including to the press (see section 15) which is confidential in nature, or which is provided in confidence without authority. This duty continues to apply after your appointment has ended.

This is unless relevant information is already lawfully in the public domain, or it becomes a legal requirement to disclose it.

All personal data provided to you as part of the applications, or other forms, should be destroyed at the end of each call/ round, or on the completion of your two-year appointment (notwithstanding any extensions) at the latest.

Members will provide all necessary assistance to enable the United Kingdom Secretary of State to comply with his or her duties on disclosure under applicable Freedom of Information legislation.

1. **Gifts and Hospitality**

You must not accept any gifts or hospitality which might, or might reasonably appear to, compromise your personal judgement or integrity or place you under an improper obligation.

You must never canvass or seek gifts or hospitality.

You should inform the Tier 1 Programme Team of any offer of gifts or hospitality and where a gift or hospitality is accepted, that might be connected or perceived to be connected to this role, above the value of £25.

You are responsible for your decisions on the acceptance of gifts or hospitality and for ensuring that any gifts or hospitality accepted can stand up to public scrutiny and do not bring the fund into disrepute.

1. **Attendance**

Panel members are expected to attend **all** planned meeting(s), and the Tier 1 Programme Team or project teams to which panel members have been requested to support will consult on suitable dates and times as far in advance as practically possible.

1. **Conflicts of Interest**

Members are required to declare to Tier 1 Programme Team any private financial or non-financial interests of your own, or of close family members which may, or may be perceived to, influence your judgements in performing your functions (see the SBE DAP Handbook).

You are also required to declare to the Tier 1 Programme Team your own non-pecuniary interests and interests of close family members and persons living in the same household which are closely related to any activities of the SBE Programme.

Members must inform the Teir 1 Programme Team of these interests in advance of their own appointment and in advance of any new appointments which may impinge on their duties as a member.

These interests will be included in a Register of Interests maintained by the Tier 1 Programme Team, and as a member you must ensure that your entries are kept up to date. Should a particular matter give rise to a conflict of interest, as a member you are required to inform the Tier 1 Programme Team in advance and withdraw from discussions or consideration of the matter.

1. **Political Activity**

In your role, you should be, and be seen to be, politically impartial.

Members should not occupy paid party-political posts or hold particularly sensitive or high roles in a political party. Members should abstain from all controversial political activity, including lobbying against Government Policy.

Subject to the above, members may engage in political activity but should, at all times, remain conscious of their responsibilities as a member of the SBE programme and exercise proper discretion.

Members should inform the Tier 1 Programme Team before undertaking any significant political activity.

If you have any remaining doubts about your activities, you should seek advice from the Tier 1 Programme Team prior to undertaking significant political activity.

You are expected to inform the Tier 1 Programme Team of any intention to accept a prominent position in any political party and to understand that the membership of the SBE programme will be terminated.

Specific guidance, leading up to key political events, such as local and general elections may be issued by the Cabinet Office and shared with members.

1. **Status**

SBE panel members are not an employee of FCDO nor Cefas. Accordingly, nothing in these Terms and Conditions shall be construed as or taken to create a contract of employment between yourself and FCDO, or yourself and Cefas.

1. **Media**

All requests received by members from the media relating to information regarding the SBE Programme must in all circumstances be directed to the Tier 1 Programme Team.

Where members are asked by FCDO, Cefas or other UK platform members to speak to the media, guidance and support will be coordinated by the Tier 1 Programme Team and FCDO Team.

1. **Transparency**

The names of all members will be made public, in the interests of transparency. This will include, for example, the inclusion of your name and short biographic details on the SBE Programme website, and in relevant reports and publications published by FCDO.

1. **Notice and Termination of Appointment**

Either you or Cefas may terminate this appointment for any reason before the expiry of the fixed period by giving three months’ notice in writing to the other.

No notice period is applicable if this appointment is terminated early by mutual consent.

Should the SBE Programme be dissolved, restructured, or wound up during the period of your appointment, your appointment would cease with effect from the date of dissolution, or such other date as is specified in any relevant legislation.

Cefas may terminate your appointment immediately by writing to you to that effect if:

* your absence or conduct interferes with the good running of the SBE Programme.
* you have been convicted (whether before or after appointment) of a criminal offence, (you are, in any event obliged to inform Cefas if you are convicted of a criminal offence), the conviction not being spent for the purposes of the Rehabilitation of Offenders Act 1974 (c. 53).
* or if you are, in the opinion of Cefas or FCDO, unable or unfit to discharge the functions of the appointment for any other reason of whatsoever nature.

On termination of this appointment, you shall only be entitled to accrued payment as at the date of termination.

In the event of you being notified that Cefas is considering whether to terminate your appointment, it may be required that you do not carry out your role for the programme.

**18. SBE DAP Chair – Additional Terms and Conditions**

The Chair will be appointed for a fixed period of three years with the possibility of extension for another year. The Chair of the DAP must carry out their duties set out below to a high standard and always act in accordance with the Tier 1 Programme Teams reasonable instructions and in line with the DAP Handbook. The Chair will be requested to take part in the assessment of applications as well as support with PID development in line with their expertise, skills and experience, however workloads will be reviewed with the Tier 1 Programme Team, to get the balance between chairing the panel and supporting SIDS requests.

The Chair must also take reasonable steps to ensure that due process is followed by other members, and that conflicts of interest (CoI) and bias are avoided. This approach will be reviewed between open calls and the approach may be developed for future calls. The Chair of the DAP has the following additional duties:

* To act as an independent chair for all DAP engagement and a co-chair for Platform allocation meetings and ensure that they are run correctly to give effect to the objectives of the programme and in line with the handbook; to ensure consistent standards of assessment are applied.
* To take all reasonable steps to ensure all members follow due process, declare all conflicts of interest in advance and take decisions independently, honestly, objectively and impartially and without bias.
* Where members are unable to reach a consensus view on any aspects of the assessment process or the resulting selection of request, work with the Tier 1 co-chair to take the final decisions as necessary. In the case of a CoI for the Tier 1 co-chair, take independently the final decision.
* To nominate a DAP core member to deputise where a conflict of interest or external commitment prevents the Chair from performing their duties.
* Occasionally, as and when requested by the Tier 1 programme team or FCDO, guide strategic discussions on SBEs aims, priorities and further development.
* To advise the Tier 1 Programme Team on preparations for assessments, meetings and other matters. You are required in any event to make yourself available for your duties as Chair to cover the following “core duties” including:
  + attendance at two or three allocation meetings and with one day’s associated preparation time for each.
  + if requested, attending SBE Programme Board and ad hoc meetings with the Tier 1 Programme Team.

Appointed Chairs can claim for time taken to deliver the agreed duties at £400 per day. If the Chair is unavailable to conduct their duties then the Vice Chair will be asked to deputise for the Chair. Where the Vice Chair deputises for the Chair for at least a full day, in agreement with Tier 1 Programme Team, the member can claim the Chair rate of £400 per day. The Vice Chair will be informed at the earliest convenience if required to deputise for the Chair.