

King's and Lord Treasurer's Remembrancer Board

Non-Executive Director

Code of Conduct

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Section 1

Introduction

1. The Scottish public has a high expectation of the conduct of those who undertake public appointments. To that end, the King's and Lord Treasurer's Remembrancer ("KLTR") has adopted this Code of Conduct to provide guidance for board members.

Guidance on the Code of Conduct

2. As a KLTR Non-Executive Director (NXD), it is your responsibility to make sure that you are familiar with, and that your actions comply with, the provisions of this Code of Conduct. It is your personal responsibility to comply with these provisions and review regularly, and at least annually, your personal circumstances with these in mind, particularly when your circumstances change.
3. Your conduct should be above reproach and you must not at any time advocate or encourage any action contrary to the Code of Conduct. As a KLTR NXD your conduct should be consistent with the KLTR values which are:
 - **Being professional:** working with pride, always acting with integrity, and taking personal responsibility to provide high standards of service
 - **Showing respect:** being open and sensitive to the needs and ideas of others, treating people fairly and welcoming diversity.
4. You may find it helpful to familiarise yourself with the Scottish Government publication "On Board for members of Management Advisory Boards" (www.gov.scot/Publications/2017/03/4970). This publication will provide you with information to assist you in your role as an NXD.
5. If you are uncertain about how the rules apply, you should seek advice from the KLTR Accountable Officer.

Section 2

Key principles of the Code

1. The key principles upon which this Code is based are:

Duty	You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interest of KLTR and its core functions and duties.
Selflessness	You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family, or friends.
Integrity	You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.
Objectivity	You must make decisions solely on merit and in a way that is consistent with the functions of KLTR when carrying out public business, including making appointments, awarding contracts, or recommending individuals for rewards and benefits.
Accountability and Stewardship	You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking into account the views of others, and must ensure that KLTR uses its resources prudently and in accordance with the law.
Openness	You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions, restricting information only when the wider public interest clearly demands.
Honesty	You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.
Leadership	You have a duty to promote and support these principles, to lead by example, and to maintain and strengthen the public interest and confidence in the integrity of KLTR.
Respect	You must treat fellow NXDs, members of staff and stakeholders of KLTR with courtesy at all times. Similarly you must respect members of the public when performing duties as a NXD of KLTR.

Section 3

Terms and Conditions of Appointment

Status

1. You are appointed as a NXD in KLTR. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that position.
2. You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity, or privilege of the Crown.

Interpretation

3. The terms and conditions are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.
4. The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and KLTR or the Crown.

Functions

5. The KLTR is the Crown’s representative in Scotland who deals with ownerless property (also referred to as *bona vacantia*). Typically, this includes assets of dissolved companies, estates of those who have died heirless and with no will, heritable property with no traceable owner and treasure that has been found.
6. As an NXD, you will prepare for and attend meetings as required and will provide active and effective support and guidance to assist KLTR deliver its functions effectively and efficiently.
7. The specific duties relating to your NXD role are:
 - **Strategic Advice** – bringing external perspectives, stimulating innovation, and bringing fresh eyes to issues and challenges, acting as a “critical friend”;
 - **Improving Performance** – by ensuring clarity and rigour in the scrutiny, measurement, and evaluation in delivering objectives and outcomes;
 - **Promoting Good Governance** – helping the Board discharge its functions effectively;
 - **Audit** – providing assurance to the accountable officer regarding risks, systems and performance;
 - **Risk** - holding officials to account for identifying and managing risk within their defined areas of responsibility, and ensuring risk strategies are fit for purpose, monitored and evaluated;
 - **Mentoring** – one or more senior officials.
8. You will receive periodic feedback on your performance against these duties.

Remuneration, Allowances and Expenses

9. You will be entitled to receive a daily fee of £237 for your attendance at meetings. Payment will be made through our payroll system on receipt of claims from yourself and will be subject to income tax and National Insurance. You will be reimbursed for your relevant travel and

accommodation expenses in line with the COPFS Travel and Subsistence Policy, a copy of the relevant sections are enclosed herewith.

10. You are entitled to claim the following expenses and subsistence:

- travel expenses to and from home to the meeting venue;
- travel and subsistence expenses incurred as part of the work of the committee away from the normal venue; and
- dependent care costs.

11. For Travel and Subsistence claims, the KLTR intention is that the amount you receive for travel and subsistence should be equivalent to the amount you actually spend. This will be paid to you directly through Finance Division.

12. You are entitled to travel standard class by rail. Any further clarification on travel arrangements should be sought via the KLTR Secretariat. As a rule of thumb, the aim is to use the most efficient and economic means of travel, taking into account sustainability, subsistence costs and savings in time.

13. You should be aware that NXD appointments are non-pensionable.

Gifts and Hospitality

14. You will not accept gifts, hospitality, and entertainment in performing your functions and in consequence of your office (unless wholly trivial and of minimal value) and will report any such offers to the KLTR Accountable Officer. Any gifts and hospitality accepted must be declared and will be disclosed publicly on the KLTR website on a quarterly basis.

Confidentiality

15. You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure. When your period in office ends (whatever the reason) you will continue to owe a duty of confidentiality to KLTR in relation to information of a confidential nature to which you had access during your period of appointment in office.

Personal Liability of Board Members

16. If legal proceedings are brought against you by a third party, under the terms of the Scottish Public Finance Manual issued by the Scottish Ministers, KLTR will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

Period in Office

17. Your appointment term is from 1 September 2023 to 31 August 2025, or to your date of resignation or removal (whichever date comes first). Your appointment will end when your period as a NXD ends (whatever the reason).

18. The appointment may be terminated at any time during that period by way of one of the following:

- (i) by mutual agreement;
- (ii) with one month's notice provided by the KLTR Accountable Officer or KLTR Secretariat; or
- (iii) with three months' notice provided by you,

unless your circumstances have changed in a way that make it appropriate for you to resign immediately.

19. If your performance as a Board member is decided to be unacceptable or if your conduct (including conflicts of interests) is unacceptable your appointment may be terminated by the KLTR Accountable Officer.

20. The maximum term of appointment as a KLTR NXD is 4 years in total.

Time Commitment 2

21. The time commitment for the role of an NXD is likely to be around 15 days a year with the Board meeting at least 4 times a year, but the number of days may vary depending on business demands and additional meetings may be required from time to time.

22. You will be expected to undertake appropriate training and activities designed to keep you in touch with the organisation's activities and priorities.

Changes to the Terms

23. The KLTR Secretariat may notify you of any proposed change to the terms which they deem necessary or expedient, including relevant fees, by giving you three months' written notice of the proposed change. In that event, you would have the option to accept the change or to give two month's written notice to end your appointment and to leave within that period.

Conflicts of Interest

24. KLTR maintains a Register of Interests held by NXDs. You will be invited separately to supply details of any relevant interests.

25. You will not take part in activities which conflict with the interests of KLTR and, in particular, you must not misuse any information acquired in the course of your appointment to further your private interests or those of others.

26. You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in the KLTR Register of Interests and updated at least annually. If you have any questions about this, please contact the KLTR Secretariat by email at Governance@kltr.gov.uk.

27. You will not participate in any discussion or determination by KLTR of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or

determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest, you will inform the KLTR Accountable Officer.

Political Activity

28. You may be removed from office if KLTR is satisfied that the acceptance or holding of any other office, role, position, or interest means that it is not appropriate for you to remain a KLTR NXD.

Media

29. You may be approached directly by the media by phone, email or in person. Within your role as a KLTR NXD, individuals must not undertake media interviews or comment to the media unless authorised to do so by the KLTR Accountable Officer. NXDs should not provide information to the media or do anything which could lead to the disclosure of confidential KLTR business.

Freedom of Information Requests

30. In the unlikely event that you receive a Freedom of Information request regarding your role as an NXD or KLTR business, please pass this on to the KLTR Policy & Communications Team by email at KLTRPolicy@copfs.gov.uk.

Speaking Engagements

31. You should inform the KLTR Accountable Officer if you have any public engagements which are likely to make reference to your position as a KLTR NXD.
32. You should not claim to speak or give the impression that you speak on behalf the KLTR, unless you have been authorised to do so by the KLTR Accountable Officer.

Use of Social Media

33. If you are engaging on social media, in an individual capacity, you should be aware that posting information or views about KLTR cannot be isolated from your role as an NXD. Members should make themselves aware of the COPFS Social Media Policy, a copy of which is enclosed herewith.
34. It is important that in expressing views on social media, you do not compromise your position as an NXD. You should be aware that hastily expressed views can be difficult to retract if required to do so.

Section 4

Non-Executive Director Role

35. Your role as a Non-Executive Director (NXD) is to support the KLTR Accountable Officer and the KLTR Senior Management Team, in the leadership of the KLTR Department.
36. In fulfilling this role, you are expected to promote the highest standards of corporate governance in pursuit of strategic outcomes by providing support and challenge and acting as 'critical friends' to the organisation.
37. At times, we may also require you to be available for senior recruitment and appraisal, leadership development, mentoring and for bespoke time limited projects.
38. Within the organisation, NXDs are operationally supported by the KLTR Board Secretariat team and are accountable to the KLTR Accountable Officer.

What does your work involve?

39. Your work as a KLTR NXD will commonly consist of a focus on:
 - **Strategy and policy delivery processes** – constructively challenging the quality of the policy formulation process including the quality of evidence, rigour of stakeholder engagement and the arrangements for implementation, communication, and dissemination of policy;
 - **Improving Performance** – by ensuring clarity and rigour in the scrutiny, measurement, and evaluation in delivering objectives and outcomes;
 - **Risk management** – supporting senior staff in holding the Board to account for action on managing risk within their defined areas of responsibility, identifying risk, and ensuring risk strategies are fit for purpose, monitored and evaluated;
 - **Audit and Assurance** – providing support and assurance to the Chair of the Board in respect of financial, risk and performance management;
 - **Performance Monitoring** – helping to improve KLTR performance by ensuring clarity and rigour in the measurement and evaluation of effectiveness of performance against our strategic outcomes; the effectiveness of corporate systems; and the alignment of financial resources and policy intentions;
 - **Mentoring and development support** – providing mentoring and development support to one or more senior officials;
40. In fulfilling this role, you will work to provide advice and support to senior staff and the wider organisation.
41. Boards and Accountable Officers have many issues competing for their attention, and one of the challenges they face is knowing whether they are giving their attention to the right issues. The challenge you will provide in your role as an NXD participating on the Executive Board plays a key part in addressing this, providing an advisory and assurance function that can broadly be defined as "an evaluated opinion, based on evidence gained from review, on the organisation's governance, risk management and internal control framework".

Section 5

Registration of Interests

Background

42. The following paragraphs set out the kinds of interests, financial and otherwise which you should register. These are called registerable interests. You must, at all times, ensure that these interests are registered, when you are appointed, and whenever your circumstances change in such a way as to require change, or an addition to, your entry in the KLTR Register of Interests.
43. This guidance sets out the categories of interests you must register, and is adapted for these purposes from the Codes of Conduct for local authority councillors and members of relevant public bodies, as required by the Ethical Standards in Public Life etc. (Scotland) Act 2000. The Ethical Standards in Public Life etc. (Scotland) Act 2000 does not apply to KLTR, however it is considered that, for the purposes of registerable interests, a similar practice should be adopted by KLTR for the Non-Executive Directors' Register.
44. There are 8 categories of interests you must consider for registering. These categories are listed below with guidance designed to help you to decide what is required when registering your interests under any particular category.

Category One: Remunerated Positions held

45. You have a registerable interest where you receive remuneration by virtue of:
- being employed;
 - being self-employed;
 - being the holder of an office;
 - being a director of an undertaking;
 - being a partner in a firm; or
 - undertaking a trade, profession, or vocation, or any other work.
46. You should also declare any interest of a close relative or partner which you consider relevant to your position of NXD on the KLTR Board.
47. In relation to paragraph 45 above, the amount of remuneration does not require to be registered and remuneration received as an NXD of KLTR does not have to be registered.
48. If a position is not remunerated it does not need to be registered under this category. However unremunerated directorships may need to be registered under category 2: **“Non-remunerated Directorships held”** (see below).
49. If you receive any allowances in relation to membership of any organisation, the fact that you receive such an allowance must be registered.
50. When registering employment, you must give the name of the employer, the nature of its business, and the nature of the post held in the organisation.

51. When registering self-employment, you must provide the name and give details of the nature of the business. When registering an interest in a partnership, you must give the name of the partnership and the nature of its business.
52. Where you undertake a trade, profession or vocation, or any other work, the detail to be given is the nature of the work and its regularity. For example, if you write for a newspaper, you must give the name of the publication, and the frequency of articles for which you are paid.
53. When registering a directorship, it is necessary to provide the registered name of the undertaking in which the directorship is held and the nature of its business.
54. Registration of a pension is not required, as this falls outside the scope of the category.
55. For the purposes of this category the following definition applies: "Remuneration" includes any salary, wage, share of profits, fee, expenses, other monetary benefit, or benefit in kind. This would include, for example, the provision of a company car or travelling expenses by an employer.

Category Two: Non-remunerated Directorships held

56. You must register any directorships held which are themselves not remunerated but where the company (or other undertaking) in question is a subsidiary of, or a parent of, a company (or other undertaking) in which you hold a remunerated directorship.
57. You must register the name of the subsidiary or parent company or other undertaking, and the nature of its business, and its relationship to the company or other undertaking in which you are a director and from which you receive remuneration.
58. The situations to which the above paragraphs apply are as follows:
 - you are a director of a board of an undertaking and receive remuneration declared under category one; and
 - you are a director of a parent or subsidiary undertaking but do not receive remuneration in that capacity.

Category Three: Contracts with KLTR

59. You have a registerable interest where you (or a firm in which you are a partner, or an undertaking in which you are a director or in which you have shares of a value as described in paragraph 61 below) have made a contract with KLTR:
 - (i) under which goods or services are to be provided, or works are to be executed; and
 - (ii) which has not been fully discharged.
60. You must register a description of the contract, including its duration, but excluding the consideration.
61. The nominal value of the shares referred to in paragraph 59 is:
 - (i) greater than 1% of the issued share capital of the company or other body; or

- (ii) greater than £25,000.

Category Four: Houses, Land and Buildings owned

- 62. You have an interest where you own or have any right to or interest in houses, land, and buildings, which may be significant to, or relevant to, or bear upon, the work and operation of KLTR.
- 63. The test to be applied when considering appropriateness of registration is to ask whether a member of the public acting reasonably might consider any interests in houses, land and buildings could potentially affect your responsibilities to KLTR and to the public, or could influence your actions, speeches, or decision-making.

Category Five: Shares and Securities owned

- 64. You have an interest in shares which constitute a holding in a company or organisation (active or dissolved) which may be significant to, of relevance to, or bear upon, the work and operation of KLTR. You are not required to register the value of such interests.
- 65. The test to be applied when considering appropriateness of registration is to ask whether a member of the public acting reasonably might consider any interests in shares and securities could potentially affect your responsibilities to KLTR and to the public, or could influence your actions, speeches, or decision-making.

Category Six: Membership of, and/or work for, organisations which may lead to a conflict of interest with KLTR

- 66. You may also have a registerable interest if you have non-financial interests which may be significant to, of relevance to, or bear upon, the work and operation of KLTR. It is important that relevant interests such as membership or holding office on political parties, other public bodies, clubs, societies, and organisations such as trade unions and voluntary organisations, are registered and described. In addition, where you do not hold membership but undertake voluntary work for such organisations you should consider whether this would be a relevant interest.
- 67. The test to be applied when considering appropriateness of registration is to ask whether a member of the public acting reasonably might consider any non-financial interest could potentially affect your responsibilities to KLTR and to the public, or could influence your actions, speeches, or decision-making.

Category Seven: Gifts and Hospitality

- 68. You have a registerable interest if you are offered or accept gifts or hospitality, with an estimated retail value of £15 and above, in the course of your duties as an NXD of KLTR. The term “gift” includes benefits such as relief from indebtedness, loan concessions, or provisions of services at a cost below that generally charged to members of the public.

Category Eight: Interests of Partners or Close Family

- 69. You should also consider whether you require to declare an interest to the financial and non-financial interests of your partner or close family which are known to you. You must ask yourself whether a member of the public acting reasonably would regard these interests as effectively the same as your interests in the sense of potential effect on your responsibilities

as a KLTR Non-Executive Director. In this context, the term “partner” means husband, wife, civil partner, or cohabitee.

Section 6**Acceptance of Terms**

I understand the terms contained or referred to in this Code of Conduct which form part of the terms of appointment as a Non-Executive Director within KLTR. I accept the appointment offered to me on that basis.

Signature: _____

Name: _____

Date: _____