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Contracts and Compliance Advisor

Department	Centre for Excellence for Children's Care and Protection (CELCIS) (http://www.celcis.org/)		
Faculty	Faculty of Humanities and Social Sciences (www.strath.ac.uk/humanities/)		
Staff Category	Administrative and Professional	Reference No	313144
Reports To	Head of Business Development, Finance and HR	Grade:	7
Salary Range:	£32,817 - £40,322 (pro-rata)	Contract Type:	Fixed Term (31 March 2021)
FTE	I (35 hours/week)	Closing Date	17/08/2020

Job Advert

CELCIS is a leading improvement and innovation centre in Scotland, based at the University of Strathclyde, Glasgow.

We improve children's lives by supporting people and organisations to drive long-lasting change in the services they need, and the practices used by people responsible for their care.

This role will work with colleagues across CELCIS, the University and external partners/funders to support the development of projects and programmes: ensuring that we comply with relevant policies, processes, legislation and guidance (including Procurement and GDPR). The post holder will require significant specialist experience in contractual negotiations, while providing support and advice to colleagues.

The successful candidate will possess high level communication skills with the ability to influence at a senior level, experience of client facing contracting and the ability to plan your own workload and deliver to deadlines.

You would be based at home until CELCIS and the University have ensured it is safe and essential to work in the office (which is based in the Curran building at the University of Strathclyde)

www.celcis.org

As with other CELCIS posts, the post is initially funded to March 2021, with indicative funding for a further 2 years.

Job Description

Brief Outline of Job:

This role will provide specialist support and advice across CELCIS to facilitate the effective delivery of our work in accordance with relevant legislation and regulations. The successful candidate will work as part of a team and actively engage with colleagues across CELCIS, the University and external stakeholders to develop, agree, contract and report on specific areas of activity. The role will also play a key role in supporting the collection, collating and reporting of key data on a monthly, quarterly and annual basis.

Main Activities/Responsibilities:

- 1. Working in partnership with colleagues with context knowledge and expertise: draft and negotiate contractual terms and conditions with external organisations.
- 2. Identify, provide advice on and negotiate suitable contractual solutions to ensure compliance with current and emerging data protection legislation and regulations and other relevant legal requirements.
- 3. Provide ongoing support and advice to ensure that contractual obligations continue to be met.

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- 4. Develop and implement required local processes to ensure compliance with Procurement legislation, guidance and policies.
- 5. Develop and implement required local processes to ensure compliance with GDPR.
- Contribute to the development of new and enhanced operational procedures in line with current and emerging legal
 and regulatory requirements, including, but not limited to governance matters, collaborations and partnerships, international funding, intellectual property, risk and compliance.
- 7. Develop and sustain positive relationships with internal and external colleagues in the development and delivery of work.
- 8. Promote and support the vision, values and principles of governance of CELCIS and by personal example and quality of contribution, promote a culture of continuous improvement and learning.

Person Specification

Educational and/or Professional Qualifications

(E=Essential, i.e. a candidate must meet all essential criteria to be considered for selection, D=Desirable)

- El A relevant degree or equivalent professional qualification, plus significant experience in a similar role.
- DI A degree in law or significant specialist experience of contract negotiations in a similar role.

Experience

- E2 Experience of account/contract management and experience within a public/third/private sector and/or academic environment with the ability to foster relationships across multiple organisations.
- E3 Experience of negotiating and agreeing terms and conditions and parameters of funded work to protect the organization while ensuring value for money for the client.
- E4 Experience of dealing with multiple stakeholders across multiple projects and managing expectations/timelines.
- E5 Experience in developing and in implementing innovative working solutions.
- E6 Experience of assessing, collating and producing detailed reports to support/inform decision making.
- E7 Experience and confidence to present complex ideas/data to a variety of audiences and to tailor information specific to an audience.
- E8 Experience of applying and implementing data protection (including GDPR) and procurement legislation, regulations and guidance in the workplace.

Job Related Skills and Achievements

- E9 Ability to build successful working relationships.
- E10 Proven analytical and interpretational skills.
- E11 Demonstrable track record in developing and implementing procedures and processes.
- E12 Ability to prioritise and manage work load across competing demands.

Personal Attributes

- E13 Welcomes and encourages feedback to learn and improve as well as ability to provide constructive feedback for individual and organisational improvement.
- E14 Diplomatic ability to influence and persuade a range of stakeholders at all levels.
- E15 Flexible approach to work and the ability to adapt to changing circumstances and needs.

Other Relevant Factors

- D2 Working knowledge of the current children's sector across Scotland.
- E16 Highly proficient IT skills in Word, Excel, PowerPoint etc.

Application Procedure

Applicants are required to complete an application form including the name of three referees who will be contacted before interview without further permission, unless you indicate that you would prefer otherwise. Applicants should submit a

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covering letter detailing the knowledge, skills and experience you think make you the right candidate for the job. Applicants should also complete the Equal Opportunities Monitoring Form.

Other Information

Further information on the application process and working at Strathclyde can be found on our website (http://www.strath.ac.uk/hr/workforus).

Informal enquiries about the post can be directed to Steven Paterson, Head of Business Development, Finance and HR (steven.paterson@strath.ac.uk).

Conditions of Employment

Conditions of employment relating to the Administrative and Professional staff category can be found at: <u>Conditions of Employment</u>.

Rewards and Benefits

Our staff have access to a wide range of outstanding benefits that include financial rewards, family friendly and wellbeing benefits and career development opportunities, details of which can be found here.

Probation

Where applicable, the successful applicant will be required to serve a 9 month probationary period.

Pension

The successful applicant will be eligible to join the Universities' Superannuation Scheme. Further information regarding this scheme is available from Payroll and Pensions.

Interviews

Formal interviews for this post will be held on 04/09/2020.

Equality and Diversity

We value diversity and welcome applications from all sections of the community.

The University currently holds a Bronze Athena SWAN award, recognising our commitment to advancing women's careers in science, technology, engineering, maths and medicine (STEMM) employment in academia.

University Values

The University's Values capture what we're all about: who we are, what we believe in and what we stand for. Our Values have been derived from how we act and how we expect to be treated as part of Strathclyde.













Conditions of Employment

Administrative and Professional Services Staff Grades 6 and above



1. GENERAL CONDITIONS

Members of staff are subject to the Charter and Statutes and the Ordinances and Regulations of the University, published in the Calendar, and to any amendments or additions thereto approved by the University Court and, in the case of the Charter and Statutes, the Privy Council. Staff are also expected to familiarise themselves with, and adhere to, general University policies and procedures, as published on University web pages.

The University Court recognises Strathclyde University and College Union (SUCU) as the sole body with which it will negotiate and consult on all collective issues concerned with the terms and conditions of employment of Administrative and Professional Services staff in Grades 6 and above. Such terms and conditions may be varied by the University Court after negotiation and consultation with SUCU.

Each member of staff is responsible for the proper performance of allocated duties to the person or persons specified in the member of staff's letter of appointment and any accompanying papers.

The University is committed to ensuring that its business is conducted in an open and transparent manner and will take all appropriate steps to address risks of bribery or corruption. Members of staff are required at all times to act honestly and with integrity and to safeguard the resources for which they are responsible. The University has in place a robust Public Interest Disclosure (Whistleblowing) Policy to enable concerns to be brought to its attention. This is available at www.strath.ac.uk/publicinterestdisclosure. Other relevant policies, e.g. Fraud Prevention and Conflicts of Interests, can also be found on the University's website.

Any member of staff may at any time be exposed to commercially sensitive information, information related to potentially valuable intellectual property or information which may otherwise be of a confidential nature. This information, which could be found anywhere in the University, may be written or disclosed orally, can include information of a commercial or technical nature, and may be owned by the University or by third parties. The University requires all employees to keep any such information confidential in the first instance and not disclose, publish or otherwise disseminate it without prior consent of the University. Such confidentiality obligations are commonplace and in the commercial interests of the University. When in doubt advice should always be sought from Research and Knowledge Exchange Services prior to disclosure.

The University operates probationary periods for new staff, the duration of which will be specified in individual letters of appointment. The normal probation period for posts in this staff category is 9 months for those at grades 6 and 7, and 12 months for grades 8 and above. Further guidance on probationary procedures is published at www.strath.ac.uk/hr.

Further information on the terms and conditions specified in this document and other staffing policies and procedures can also be found at www.strath.ac.uk/hr.

2. SALARY

Appointments are made at an appropriate salary point on the University's grading structure, with initial placing determined according to qualifications and experience. Increments are paid to staff on I April each year, when the employee has a minimum of 6 full months of service at the appointed grade, allowing progression to the next point on the salary scale until the top guaranteed point of the scale is reached.

Arrangements in relation to overtime, additional hours, non-standards and on-call working are published at www.strath.ac.uk/staff/policies/hr

Salaries are paid directly to staff members nominated bank account, normally on the second last working day of the month.

3. HOURS OF WORK

The normal working week is 35 hours. Unless otherwise indicated in an individual's letter of appointment, the normal hours are 9.00am to 5.00pm Monday to Friday with a one hour lunch break. Certain members of staff may be required to work some hours outwith this normal pattern and this should be agreed locally.

Overtime rates do not apply to staff grades 6 and above. Where a Head of Department/School/equivalent requests additional work, above the standard working week to meet the particular requirements of the Department, equivalent time off in lieu may be granted by prior agreement.

4. HOLIDAYS

Annual leave entitlement is 31 days per year to be taken by agreement with the line manager. For staff members working on a part-time basis, holidays will be calculated on a pro-rata basis.

In addition to annual leave there is an entitlement to eleven public holidays per year which should be taken on days that the University is closed for this purpose. The University presently closes for four additional days over the Christmas and New Year period. These additional days count against the annual leave entitlement.

For staff members working on a part-time basis, public holiday entitlement will be calculated on a pro-rata basis.

Annual leave and public holiday entitlements should be taken in the leave year to which they relate. Up to five days leave can be carried forward into the new leave year subject to line management agreement. In exceptional circumstances, Heads of Department/School/equivalent may approve carry forward of accrued annual leave in excess of five days.

The University's expectation is that staff take all accrued holidays prior to their termination date. If staff have exceeded their entitlement the University will deduct an equivalent number of days pay from final salary payments.

5. SICKNESS ABSENCE

During any period of absence through illness or injury provided the appropriate notification and certification procedures have been followed the University will pay a member of staff (having taken account of the aggregate of all periods of absence due to illness during the twelve months immediately preceding the first day of the current absence) as follows:

Period of Continuous	Full Pay	Half Pay
Employment at start of absence		
from work		
Less than I year	I month	I month
I year but less than 2 years	2 months	2 months
2 years but less than 3 years	4 months	4 months
3 years but less than 5 years	5 months	5 months
5 years or more	6 months	6 months

In order to manage the University's sick pay scheme the University requires to maintain sickness absence records on individual members of staff. When making payments after the expiry of statutory sick pay the University will deduct an amount equivalent to any benefit normally payable by the Department of Work and Pensions. For full details on the general University policy in this area please refer to the Sickness Absence Management Policy at www.strath.ac.uk/staff/policies/hr.

6. PENSIONS

If you are under age 75 at the date your appointment commences you will automatically become a member of the pension scheme operated by the University – the Universities Superannuation Scheme (USS). You will be admitted to the career revalued benefits scheme called the USS Retirement Income Builder, the contribution rate that currently applies is 9.6% of pensionable salary. A threshold applies to the maximum salary that counts towards the USS Retirement Income Builder. From I April 2019, the threshold is £58,589.70 per year. Contributions based on salary above the monthly equivalent rate of the threshold are paid to the defined contribution section of the scheme called the USS Investment Builder. Information regarding USS can be found in the scheme booklet located on the website: https://www.uss.co.uk/members/members-home/resources/factsheets-and-member-guides. The scheme booklet is called 'Your Guide to the Universities Superannuation Scheme'.

The exception to automatic membership of the pension scheme applies if your post is located out with the UK in an EU member state. If this is the case membership of USS is not available to you.

The University operates a salary exchange arrangement, Pensions Plus, for members of the USS. Pensions Plus enables pension contributions to be made in a manner so that both employees and the University can benefit from available National Insurance Contribution savings. You will be automatically included in Pensions Plus, provided it does not adversely affect your take-home pay or your ability to claim certain state benefits. If your earnings fall below the Pension Plus pay protection limit you will be opted out of Pension Plus. This will not affect your membership of the USS.

New members of staff may opt out of USS within three months of taking up appointment and will then be treated as if they had never been a member of the scheme. After three months members of staff who wish to withdraw from USS during their employment will be required to give a minimum of 28 days' notice in writing to the University. Any member of staff who wishes to opt out should contact the Pensions Section, Finance, in the first instance (pensions@strath.ac.uk). Please note that if you are a member of Pensions Plus and withdraw from USS with less than two years of membership, or cease employment with the University and have less than two years of USS membership, the option of a refund of pension contributions will not be available to you. Instead, USS must provide you with a pension benefit that is payable from your retirement date.

The University reserves the right to alter or withdraw Pensions Plus as it sees fit or as required to comply with legislative changes. Withdrawal or amendment of Pensions Plus will not affect your membership of USS. If you do not wish to participate in Pensions Plus but wish to remain in

the pension scheme please contact the Pensions Team who will provide you with a non-participation form.

Information regarding pension scheme membership can be found on the Pensions pages of the University's website. Full information regarding USS can be found on the USS website – www.uss.co.uk

7. PLACE OF WORK AND RESIDENCE

Members of staff will be based on the John Anderson Campus, unless otherwise stated in the letter of appointment. The Department/School in which the post is initially placed will be specified in the letter of appointment although there will be an expectation to work at such other places as required in the course of employment.

If the need arises for members of staff to work outside the UK for a period (or periods) of more than one month then such arrangements will be subject to mutual agreement. Members of staff would then be provided with a statement in advance setting out the terms covering such periods of employment.

The University does not normally place specific restrictions upon the place of residence of members of staff. All staff are, however, expected to reside in a location which is compatible with the satisfactory fulfilment of all the duties associated with their appointment.

8. CONSULTANCY/FURTHER ACTIVITIES

To support the strategic objectives of the University and to facilitate individual professional development, the University encourages staff to engage in professional activities with outside bodies related to their field of work. In many cases, such activity will be approved on the basis that it represents University knowledge exchange activity and should therefore be treated as part of the individual's overall workload and managed through the University's systems. It is also recognised that there will be some cases where an activity is entirely separate from the University and should thus be notified/approved as a personal business activity. For further information please refer to the "University Procedure in relation to Work for Outside Bodies including Consultancies", which forms part of the employment contract and can be accessed at .www.strath.ac.uk/hr

9. DISCIPLINARY AND GRIEVANCE PROCEDURES

Further information on the University's disciplinary and grievance procedure can also be found at www.strath.ac.uk/policies/hr or on request from Human Resources.

10. NOTICE AND TERMINATION

The employment of a member of staff is terminable by at least three months in writing, on either side; except during probationary period when the notice period is one month. If notice is being given by a member of staff earlier release may be granted if this can be arranged without detriment to the work of the department or area. If the appointment is for a fixed term it will expire at the end of the period without the necessity for notice. Fixed term contracts may be terminated by either party short of the expiry date by the serving of one months' notice in writing. The University is not obliged to continue a fixed term appointment beyond the employment period. For employees appointed above Grade 10, the notice period for both the employer and employee will be 6 months, except during the probationary period when a one month's notice period will apply. One month's notice will also apply for fixed term contracts terminated short of the expiry date.

Revised April 2019