

Clyde and Hebrides Ferry Services Tripartite Memorandum of Understanding

FINAL - SIGNED 23/09/25

Background

1. Scottish Ministers will rely on the exemption contained in Regulation 13 (*Exclusions: Public contracts between entities within the public sector*) of the Public Contracts (Scotland) Regulations 2015 to enter into a contract with CalMac Ferries Ltd for the provision of the Clyde and Hebrides Ferry Services (“**CHFS**”) which will commence on 1st October 2025. This contract will be firmly focused upon providing a public service that meets the needs of the communities it serves.
2. Delivery of CHFS is reliant upon a number of organisations:
 - Caledonian Maritime Assets Limited;
 - CalMac Ferries Limited; and,
 - Transport Scotlandtogether the (“**CHFS Tripartite**”)
3. The CHFS Tripartite are focused on ensuring safe, reliable, affordable and inclusive public ferry services, supported by other transport services, are provided around the CHFS network for residents, businesses and visitors. In doing so, this enables connectivity, sustainability and growth of island and peninsula communities and populations. Although each member of the CHFS Tripartite have different roles to play in delivering this vision, collectively, the CHFS Tripartite are aligned with the objectives of:
 - prioritising and engaging local communities, businesses, passengers and other stakeholders to continuously deliver ferry service improvements;
 - ensuring value for money, efficient, economic and effective use of resources as well as high levels of propriety and accountability in all aspects of work;
 - contributing to the delivery, monitoring and review of the Islands Connectivity Plan and through that to the achievement of the Scottish Government’s economic, social and environmental objectives; and,
 - advancing equality, inclusion and non-discrimination, particularly across Scotland’s communities who are dependent on ferry services.
4. Each member of the CHFS Tripartite recognises that progressing these objectives is built upon the core principle of collaboration, as well as affordability and availability of funding.

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5. This CHFS Tripartite Memorandum of Understanding (MoU) is not legally-binding. It sets out high level principles, behaviours and expectations that each of the CHFS Tripartite are expected to align with, throughout the duration of CHFS, in terms of their engagement with each other. It provides the framework to enable effective partnership working to maximise outcomes across the CHFS

Tripartite, and to help manage responsibilities and to constructively resolve differences or issues should they arise.

6. An open flow of free, frank and timely dialogue between the CHFS Tripartite is at its core. It embraces the need for confidentiality, trust and respect - enabling a culture of openness, transparency and cooperation, as well as accepting critical challenge. Where differences of opinion occur, the CHFS Tripartite will always seek to resolve these amicably and openly, escalating issues for discussion and timely resolution, where appropriate, to the relevant level within and across each organisation.
7. To support the MoU, each member of the CHFS Tripartite is committed to ensuring adequate resources are available to proactively engage with each other through regular communication and meetings, in addition to seeking opportunities for joint engagement with stakeholders. To that end, and in addition to ongoing engagement at all levels in the organisations, the chief officers of each member of the CHFS Tripartite will meet on a regular basis to discuss areas of mutual interest, and also meet jointly with Ministers where appropriate.

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Each member of the CHFS Tripartite will:

- Co-operate in good faith and act transparently to maximise current and future performance of the CHFS and ensure they are designed and delivered as effectively and efficiently as possible;
- Commit to constructive dialogue to resolve any differences of opinion, disputes or challenges should they arise in connection with delivery of the CHFS;
- Work together to create something greater in value than the sum of their individual parts through recognition of and building upon each other's existing capabilities;
- Regularly interact, exchange information, share available resources, target opportunities and discuss progress, all in pursuit of the provision and improvement of the CHFS for the benefit of all users;
- Maintain an open dialogue with each other in connection with the CHFS; and,
- Work collaboratively to support reporting obligations, consultations with stakeholders and service users, and reactive and proactive media / communications requirements; as well as meetings with Scottish Ministers.

This MoU is effective from the later of the date on which it has been signed by all of the signatories or 1st October 2025.

SIGNED for and on behalf of **TRANSPORT SCOTLAND**

Signature

Name

Position

Date

SIGNED for and on behalf of **CALEDONIAN MARITIME ASSETS LIMITED**

Signature

Name

Position

Date

SIGNED for and on behalf of **CALMAC FERRIES LIMITED**

Signature

Name

Position

Date