CONSTITUTION

of

The Clyde Marine Planning Partnership

Adopted at the first Members Meeting of the Clyde Marine Planning Partnership on 10th February 2016

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Name

1. The name of the association is The Clyde Marine Planning Partnership.

Type of association

2. The association will be an Unincorporated Association.

Objectives

3. The association's objectives are:
   a) To collaborate in working towards integrated, sustainable and co-ordinated planning and management of the Clyde Marine Region's environmental, economic and community resources (where sustainable management means

management which meets the needs of the present without compromising the ability of future generations to meet their own needs) .

b) To use the ecosystem approach to develop and implement marine planning/Integrated Coastal Zone Management (ICZM) initiatives through engagement with local communities and other coastal and marine stakeholders, and facilitation of discussions on key coastal and marine issues.

c) To develop a regional marine plan which meets the legal requirements of the Marine (Scotland) Act 2010 for the Scottish Marine Region for the Clyde as defined by the Scottish Marine Regions Order 2015, in compliance with any direction given to the association by the Scottish Ministers under Section 12 of the Marine (Scotland) Act 2010, and the associated powers thereunder.

d) To undertake projects, activities and further research in order to implement the statutory regional marine plan for the said Scottish Marine Region for the Clyde and to keep matters under review in order to inform development of any future regional marine plans in the Clyde or other regions as appropriate.

e) To carry out any further functions as agreed and delegated to the association by Scottish Ministers under the Marine (Scotland) Act 2010 and associated legislation, including acting as a statutory consultee in marine licensing processes under the Marine Licensing (Pre-application Consultation) (Scotland) Regulations 2013.

4. For the avoidance of doubt, the association can deliver both regional marine planning and other ICZM activities as previously undertaken by the Firth of Clyde Forum, resources permitting.

Powers

5. In pursuance of the objectives set out in clause 3 (but not otherwise), the association shall have the following powers:

a) To undertake the development of a regional marine plan for the Clyde Marine Region in line with the Marine (Scotland) Act 2010 and as delegated by Scottish Ministers for their ultimate approval and potential adoption as a statutory regional marine plan.

b) To undertake ICZM activities as previously undertaken by the Firth of Clyde Forum.

c) To carry on any other activities which further any of the above objectives including those set out in clause 3.

d) To effect insurance of all kinds (which may include officers' liability insurance).

e) To invest any funds which are not immediately required for the association's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).

f) To liaise with other voluntary sector bodies, local authorities, overseas, UK or Scottish government departments and agencies and other bodies, all with a view to furthering the association's objectives.

g) To form any company with similar objectives to those of the association, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the association's assets and undertaking.

h) To take such steps as may be deemed appropriate to support the raising of funds for the association's activities.
i) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
j) To do anything which may be incidental or conducive to the furtherance of any of the association's objectives.

General Structure

6. The structure of the association shall consist of:
   a) the MEMBERS – who have the right to attend the members meetings and have important powers under the constitution; in particular, the members elect individuals from among those members without permanent partnership board positions to serve on the partnership board and take decisions in relation to changes to the constitution itself.
   b) the PARTNERSHIP BOARD – who hold regular meetings and generally control and supervise the activities of the association; in particular, the partnership board is responsible for making the final decision on any issue where the members cannot agree and may in exceptional circumstances overrule any member decisions that they consider to be inconsistent with the objectives of the association and for controlling the financial position of the association.

Qualifications for membership

7. Membership shall be open to
   a) all Firth of Clyde Forum Core Group members at December 2015 (see Appendix I) as long as the member signs the constitution by December 2016.
   b) any corporate body which is a Public Body with coastal and marine duties in the Firth of Clyde or an organisation with relevant statutory duties or where the corporate body represents a national body, including non-governmental organisations, with relevant marine and coastal interests where 'corporate body' is defined as a person, association, or group of persons legally incorporated.
   c) any corporate body or person which or who, in the view of members, can provide significant additional relevant skills or expertise in delivering the objectives of the association at a Clyde-wide level and which cannot be secured by the association by other means.

8. Each corporate member shall nominate in writing a voting representative to attend member meetings and vote on its behalf.

Application for membership

9. Any corporate body or person wishing to become a member must sign, and lodge with the association a written application for membership. In the case of the corporate body this should be signed by an appropriate officer of that body.

10. The members shall consider each application for membership at the first members meeting which is held after receipt of the application; the members shall, within a

reasonable time after the meeting, notify the applicant of the decision on the application. Should an application be unsuccessful, the members shall provide reasons for this decision to the applicant.

11. The members may, at their discretion, refuse to admit any corporate body or person to membership. The members shall provide reasons for this decision to the applicant.

Membership subscription

12. No membership subscription shall be payable.

Register of members

13. The partnership board shall maintain a register of members, setting out the full name and contact details of each member, the date on which he/she/it was admitted to membership, and the date on which he/she/it ceased to be a member.

14. If a member or partnership board member requests a copy of the register of members, the partnership board must ensure that a copy is supplied to him/her/it within 28 days, providing the request is reasonable. In the case of individual members, only contact email addresses will be supplied.

Withdrawal from membership

15. Any corporate body or person wishing to withdraw from membership shall sign, and lodge with the association, a written notice to that effect. In the case of a corporate body this should be signed by an appropriate officer of that body. On receipt of the notice by the association, he/she/it shall cease to be a member.

Transfer of membership

16. Membership of the association may not be transferred by a member.

Expulsion from membership

17. Any member may be expelled from membership by way of a resolution passed by majority vote at a members meeting, providing the following procedures have been observed:
    a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion
    b) the member concerned shall be entitled to be heard on the resolution at the members meeting at which the resolution is proposed.

In-kind contributions

18. Whenever appropriate, members may provide in-kind contributions to the partnership including, but not limited to, staff employment, office accommodation,

meeting rooms, geographical information systems services and relevant financial management services.

Members meetings and annual members meetings

19. The partnership board shall convene an annual members meeting in each year (but excluding the year in which the association is formed); not more than 15 months shall elapse between one annual members meeting and the next.

20. The business of each annual members meeting shall include:
    a) a report by the chair on the activities of the association
    b) the election/re-election of members of the partnership board as referred to in clauses 56-59.

21. The partnership board shall convene regular (minimum 3 per year) members meetings in order for members to input to development of the regional marine plan or any other business in accordance with the objectives of the association.

Notice of meetings

22. At least 14 clear days' notice must be given (in accordance with clause 91) of any members meeting and at least 28 clear days' notice must be given (in accordance with clause 91) of any annual members meeting; the notice must indicate the general nature of any business to be dealt with at the meeting and, in the case of a resolution to alter the constitution, must set out the terms of the proposed alteration.

23. The reference to "clear days" in clause 22 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting should be excluded.

24. Notice of every annual members meeting and members meeting shall be given (in accordance with clause 91) to all the members of the association, and to all the members of the partnership board.

Procedure at annual members meetings and members meetings

25. No business shall be dealt with at any meeting unless a quorum is present; the quorum for an annual members meeting or members meeting shall be 8 members, present in person or attending by means of telephone or video conference or similar communications equipment whereby all members participating in the meeting can hear each other. The quorum can include partnership board members.

26. If a quorum is not present within 20 minutes after the time at which a meeting was due to commence – or if, during a meeting, a quorum ceases to be present – the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

27. The chair of the association shall (if present and willing to act as chairperson) preside as chairperson of each annual members meeting and members meeting; if the chair is not present and willing to act as chairperson within 20 minutes after the time at which the meeting was due to commence, the members of the partnership board present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.

28. The chairperson of an annual members meeting or members meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.

29. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given by its duly authorised representative present at the meeting.

30. If there are an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.

31. A resolution put to the vote at a meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least three members present in person at the meeting); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.

32. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

33. The partnership board may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting; for the avoidance of doubt, any such person who is invited to attend a meeting shall not be entitled to vote.

34. Marine Scotland may attend any annual members meeting, members meeting or partnership board meeting in order to provide relevant marine planning expertise and to ensure efficient flow of information between Marine Scotland and the association.

Personal Interests

35. A member of the association who has a personal interest in any transaction or other arrangement which the association is proposing to enter into, must declare that interest at a meeting; he/she will be debarred (in terms of clause 81) from voting on the question of whether or not the association should enter into that arrangement.

36. For the purposes of clause 35, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of

which he/she is a partner **or** any limited company of which he/she is a substantial shareholder, director, or employee has a personal interest in that arrangement.

37. Provided
    a) he/she has declared his/her interest
    b) he/she has not voted on the question of whether or not the association should enter into the relevant arrangement and
    c) the requirements of clause 38 are complied with, a member of the association will not be debarred from entering into an arrangement with the association in which he/she has a personal interest (or is deemed to have a personal interest under clause 36) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

38. Where a member provides services to the association or might benefit from any remuneration paid to a connected party for such services, then
    a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable
    b) the partnership board members must be satisfied that it would be in the interests of the association to enter into the arrangement (taking account of that maximum amount).

Maximum number of partnership board members

39. The maximum number of members of the partnership board shall be twelve, not including the chair and staff.

Eligibility

40. A person shall not be eligible for election/appointment to the partnership board if he/she is employed as staff to support the activities of the association.

Partnership board structure

41. The partnership board shall be a combination of individuals nominated by organisations with a permanent board position and individuals elected at each annual members meeting.

Permanent board positions

42. Members with a permanent board position initially shall be:

    a. Argyll & Bute Council
    b. North Ayrshire Council or South Ayrshire Council (1 position)
    c. Clydeplan
    d. Scottish Natural Heritage
    e. Scottish Environment Protection Agency
    f. Peel Ports Clydeport

43. The list of members with a permanent board position will be reviewed at each annual members meeting to ensure that they remain appropriate. Any changes will be made following a majority vote by members.

44. Members with a permanent board position may opt not to nominate an individual to the partnership board for any given year.

45. Individuals nominated to the partnership board by members with a permanent board position shall be from within their organisation but nominated for their personal expertise and not to represent any particular business, industry body, interest group or authority. For the avoidance of doubt, the individual may or may not be the same individual that attends the members meetings on behalf of that member organisation.

46. For the avoidance of doubt, individuals nominated to the partnership board by members with a permanent board position can remain on the partnership board for successive years for as long as that member body deems appropriate.

Alternate partnership board members (partnership board members appointed by members with a permanent board position only)

47. Any member with a permanent board position may appoint any other person from within their organisation willing to be an alternate partnership board member and may remove from office an alternate partnership board member so appointed by them.

48. For the avoidance of doubt, an elected partnership board member shall not be entitled to appoint an alternate partnership board member.

49. Any appointment or removal of an alternate partnership board member may be effected by notice to the partnership signed by the partnership board member making or revoking the appointment, or may be effected in any other manner approved by the partnership board members.

50. A notice appointing an alternate partnership board member may specify that the appointment is to relate only to the particular meetings at which the originally nominated board member will not be present; in the absence of a statement to that effect, the appointment will be deemed to relate to carrying out all the functions of the nominated board member until such time as the appointment is revoked.

51. An alternate partnership board member shall, subject to the terms of the notice of appointment, be entitled to be given notice of all meetings of partnership board members and of all meetings of committees of partnership board members of which his/her appointer is a member, to attend and vote at any such meeting at which the partnership board member who appointed him/her is not personally present and generally to perform all the functions of his/her appointer as a partnership board member in his/her absence.

52. An alternate partnership board member shall not be entitled to receive any remuneration from the partnership for his/her services as an alternate partnership board member.

53. An alternate partnership board member shall, subject to the following article, cease to be an alternate partnership board member if his/her appointer ceases to be a partnership board member.

54. An alternate partnership board member shall alone be responsible for his/her own acts and defaults; an alternate partnership board member shall not be deemed to be the agent of the partnership board member appointing him/her.

55. References in these articles to partnership board members shall, unless the context otherwise requires, be interpreted as including alternate partnership board members.

Elected partnership board members, retiral, re-election

56. At each annual members meeting, the members without a permanent board position may nominate one individual each from their organisation or in the case of a person may nominate themselves, for election to the partnership board. A maximum of 6 further individuals will then be elected to the partnership board by those members without a permanent board position. They shall be elected to the partnership board for their personal expertise and not to represent any particular business, industry body, interest group or authority.

57. The combined expertise that elected individuals bring to the partnership board should represent whenever possible a balance of 'protection and enhancement', 'recreation' and 'commerce'.

58. No more than one individual nominated under clause 56 by each member may serve as a member of the partnership board at any given time.

59. At each annual members meeting, all of the elected members of the partnership board except the chair shall retire from office – but shall then be eligible for re-election.

Termination of office

60. A nominated or elected member of the partnership board shall automatically vacate office if:
    a) he/she becomes debarred under any statutory provision from being a charity trustee
    b) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months
    c) he/she ceases to be a member of the association or (if he/she was nominated by a corporate body) the corporate body which nominated him/her ceases to be a member of the association

d) he/she becomes an employee of the association
e) he/she resigns office by notice to the association
f) he/she is absent (without permission of the partnership board) from more than three consecutive meetings of the partnership board, and the partnership board resolve to remove him/her from office.

Register of partnership board members

61. The partnership board shall maintain a register of partnership board members, setting out the full name and contact details of each member of the partnership board, the name of the member which nominated each partnership board member (if applicable), the date on which each such person became a partnership board member, and the date on which any person ceased to hold office as a partnership board member.

Office bearers

62. The chair of the association shall be elected from among the members (corporate bodies or persons) by simple majority of the members who must consider the individual to be qualified and able to discharge the role.

63. Where the work of the chair is not otherwise remunerated by a member organisation, it shall be a remunerated position due to the amount of work undertaken on behalf of the association by the chair, with the number of days and day-rate agreed annually with the partnership board.

64. The chair will have a three year term of office. At the end of the term of office, nominations supported by three existing members will be sought for a new chair. The outgoing chair is eligible for re-election.

65. The chair of the association will also be the chair of the partnership board. The chair will be a member of the partnership board.

66. In order to ensure continuity, the chair of the Firth of Clyde Forum will become the first chair of the association for an initial two year term.

67. None of the partnership board members will be office bearers as these services will be provided by the staff of the association.

Powers of partnership board

68. Except as otherwise provided in this constitution, the association and its assets and undertaking shall be managed by the partnership board, who may exercise all the powers of the association.

69. A meeting of the partnership board at which a quorum is present may exercise all powers exercisable by the partnership board.

Personal interests

70. A member of the partnership board who has a personal interest in any transaction or other arrangement which the association is proposing to enter into, must declare that interest at a meeting of the partnership board; he/she will be debarred (in terms of clause 81) from voting on the question of whether or not the association should enter into that arrangement.

71. For the purposes of clause 70, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder, director, or employee has a personal interest in that arrangement.

72. Provided
    a) he/she has declared his/her interest
    b) he/she has not voted on the question of whether or not the association should enter into the relevant arrangement and
    c) the requirements of clause 74 are complied with,

    a member of the partnership board will not be debarred from entering into an arrangement with the association in which he/she has a personal interest (or is deemed to have a personal interest under clause 71) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

73. No member of the partnership board may serve as an employee (full time or part time), and no member of the partnership board may be given any remuneration by the association for carrying out his/her duties as a member of the partnership board, with the exception of the chair (in terms of clause 63).

74. Where a partnership board member provides services to the association or might benefit from any remuneration paid to a connected party for such services, then
    a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable
    b) the partnership board members must be satisfied that it would be in the interests of the association to enter into the arrangement (taking account of that maximum amount)
    c) less than half of the partnership board members must be receiving remuneration from the association (or benefit from remuneration of that nature).

Procedure at partnership board meetings

75. Any member of the partnership board may call a meeting of the partnership board or request the chair to call a meeting of the partnership board.

76. Questions arising at a meeting of the partnership board shall be decided by a majority of votes (including those by alternate members); if an equality of votes arises, the chairperson of the meeting shall have a casting vote.

77. No business shall be dealt with at a meeting of the partnership board unless a quorum is present; the quorum for meetings of the partnership board shall be 6 (including, if appropriate, alternate members) and this number includes the chair. A partnership board member may participate in a partnership board meeting by means of telephone or video conference or similar communications equipment whereby all members participating in the meeting can hear each other; a member participating in a meeting in this manner shall be deemed to be present in person at the meeting.

78. If at any time the number of partnership board members in office falls below the number fixed as the quorum, the remaining partnership board members may act only for the purpose of filling vacancies or of calling an annual members meeting or members meeting.
79. Unless he/she is unwilling to do so the chair of the association shall preside as chairperson at every partnership board meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 20 minutes after the time when the meeting was due to commence, the partnership board members present shall elect from among themselves the person who will act as chairperson of the meeting.

80. The partnership board may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the partnership board; for the avoidance of doubt, any such person who is invited to attend a partnership board meeting shall not be entitled to vote.

81. A partnership board member shall not vote at a partnership board meeting on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the association; he/she must withdraw from the meeting while an item of that nature is being dealt with.

82. For the purpose of clause 81, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder, director or employee, has a personal interest in that matter.

Conduct of members of the partnership board

83. Each of the members of the partnership board shall, in exercising his/her functions as a member of the partnership board of the association, act in the interests of the association; and in particular must
    a) seek, in good faith, to ensure that the association acts in a manner which is in accordance with its objectives (as set out in the constitution)
    b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person
    c) in circumstances giving rise to the possibility of a conflict of interest between the association and any other party
        i. put the interests of the association before that of the other party, in taking decisions as a member of the partnership board

ii. where any other duty prevents him/her from doing so, disclose the conflicting interest to the association and refrain from participating in any discussions or decisions involving the other members of the management committee with regard to the matter in question

d) act in accordance with the Ethical Standards in Public Life etc. (Scotland) Act 2000.

e) ensure that any information clearly marked or clearly indicated to be confidential is not disseminated outwith board membership.

Establishment of sub-committees

84. The partnership board may establish any sub-committee consisting of one or more partnership board members and such other persons (if any) as the partnership board may determine.

85. The rules of procedure for any sub-committee shall be as prescribed by the partnership board.

Operation of accounts and holding of property

86. Authorisation by two partnership board members is required for payments from the association's accounts for sums over £5,000.

Minutes

87. The partnership board shall ensure that minutes are made of all proceedings at annual members meetings, members meetings, partnership board meetings and sub-committee meetings; a minute of any meeting shall include the names of those present, and the partnership board meeting minutes shall be signed by the chairperson of the meeting.

88. The partnership board shall ensure that all minutes are made publicly available.

Accounting records and annual accounts

89. The partnership board shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

90. The partnership board shall ensure that annual accounts are prepared, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

Notices

91. Any notice which requires to be given to a member under this constitution shall be in writing; such a notice may either be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated

by him/her/it to the association or be sent by electronic mail to the address last intimated by him/her/it to the association.

Dissolution

92. If the partnership board determines that it is necessary or appropriate that the association be dissolved, it shall convene a meeting of the members; not less than 28 days' notice of the meeting (stating the terms of the proposed resolution) shall be given.

93. If a proposal by the partnership board to dissolve the association is confirmed by a two-thirds majority of those present and voting at the meeting convened under clause 92, the partnership board shall have power to dispose of any assets held by or on behalf of the association – and any assets remaining after satisfaction of the debts and liabilities of the association shall be transferred to some other association having objectives similar to those of the association; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the association at, or prior to, the time of dissolution.

94. For the avoidance of doubt, no part of the income or property of the association shall (otherwise than in pursuance of the association's purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the association's existence or on dissolution.

Alterations to the constitution

95. The constitution may be altered by a resolution passed by not less than two-thirds of those present and voting at a members meeting or annual members meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clauses 22, 23 and 24.

Interpretation

96. Any reference in this constitution to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

This constitution was adopted at the first members meeting of the Clyde Marine Planning Partnership on 10th February 2016 by those present.

Signature	Name	Position, Organisation and Address
James . Allan.	JAMES ALLAN	CEO RYA SCOTLAND CALEDONIA HOUSE 1 REDHEUGHS RIGG SOUTH GYLE EDINBURGH EH12 9DQ

Contd.

Signature	Name	Date	Organisation and Address

Appendix I
Firth of Clyde Forum members as at December 2015

Argyll & Bute Council
British Marine Scotland
Caledonian Maritime Assets Limited
CalMac Ferries Ltd
Clyde Fishermen's Association
Clydeplan
Field Studies Council Millport
Glasgow City Council
Historic Environment Scotland
HMNB Clyde
Loch Lomond & The Trossachs National Park
Peel Ports Clydeport
Royal Society for the Protection of Birds
Royal Yachting Association Scotland
Scottish Canals
Scottish Coastal Forum
Scottish Environment Protection Agency
Scottish Natural Heritage
South Ayrshire Council
The Crown Estate Commissioners
The Scottish Salmon Company
Visit Scotland

<u>Members who are Individuals</u>
Isabel Glasgow – Chair
Rhona Fairgrieve – from Scottish Coastal Forum which is not a corporate body