

## Chair - Scottish Industrial Biotechnology Development Group

### Application Pack

Thank you for your interest in the role of Chair of the Scottish Industrial Biotechnology Development Group.

If you would like to apply for the role please email a current Curriculum Vitae of no more than four sides of A4 paper, to Jennifer Broadfoot at [jennifer.broadfoot@scotent.co.uk](mailto:jennifer.broadfoot@scotent.co.uk), and include a covering letter outlining how you meet the requirements of the post. It would also be useful to know whether you will be available for interview on the 19<sup>th</sup> September in SE's Edinburgh office.

If you would like to discuss any aspects of the position, please contact Lilian Hamilton, [lilian.hamilton@scotent.co.uk](mailto:lilian.hamilton@scotent.co.uk)

#### Timetable.

- The closing date for applications is **9<sup>th</sup> September 2019**.
- Short listing will be undertaken by **11<sup>th</sup> September** and all applicants will be informed of the outcomes by **12<sup>th</sup> September**.
- Interviews will take place on **19<sup>th</sup> September**.
- The next Development Group meeting will be on the **3<sup>rd</sup> December**.

A selection committee has been established and the process will be:

1. Applications will be reviewed and short-listed by the selection committee by **12<sup>th</sup> September**.
2. Those successful at this stage will be invited to attend an interview on the **19<sup>th</sup> September**.
3. As part of the interview process, shortlisted candidates will be expected to prepare a presentation lasting 10-15 minutes on *'The Challenges and Opportunities in Achieving the £900m sales target in Industrial Biotechnology in Scotland by 2025, and how the Scottish IB Development Group's role can be maximised to support the achievement of this ambitious target'*

## Scottish Industrial Biotechnology Development Group – Chair

**Job Title** Chair, Scottish Industrial Biotechnology Development Group (SIBDG)  
The SIBDG Chair will be appointed in a personal capacity, based on expertise and capability, and not as a company or organisational representative.

### Background

#### 1 Background to the Role

The National Plan for Industrial Biotechnology (IB), delivered by the Scottish Industrial Biotechnology Development Group, aims to transform the competitiveness and sustainability of industries in Scotland by developing and applying IB within the emerging bioeconomy, growing industrial biotechnology related turnover in Scotland to £900m by 2025.

IB applications have the potential to transform many of Scotland's key sectors; to deliver new innovations, inward investments and exporting opportunities and contribute to Scotland's transition to a low carbon economy. The National Plan for Industrial Biotechnology aims to achieve the following by 2025:

1. Increase awareness of biotechnology as a transformational tool
2. Increase company adoption of biotechnology to generate increased turnover
3. Deliver the skilled workforce needed to meet the needs of this emerging technology
4. Facilitate collaborations, partnerships and investment to drive innovation
5. Create a positive environment for the establishment of a bioeconomy

Longer term, establishing a Scottish biobased manufacturing cluster to transition from petroleum-based manufacturing to biobased manufacturing, this will create economic benefits via new employment, reduce Scotland's dependency on fossil fuels and ultimately play an enabling role in helping Scotland to build on its potential in IB.

The five main themes of the National Plan are:

**Policy and Public Engagement:** to drive greater public engagement, encourage inclusive debate, increase the number of people taking up careers in biotechnology, to smooth the regulatory environment for companies and to ensure there are greater, more informed policies and legislations to encourage the development of the bioeconomy.

**Industry Engagement:** to target local companies where biotechnology processes might be usefully deployed and continue to nurture the nascent Scottish bioeconomy, to create a compelling case for inward investment and to develop novel value chains.

**Innovation:** to provide strategic leadership, to accelerate commercialisation, to develop new value chains, to invest in value chains using biotechnology and to skill the necessary workforce.

**Skills:** to increase the workforce to 2,500, to address the skills shortages identified, to improve student access to industrial work experience, to encourage the next generation of entrepreneurs and to develop the importance of in-work learning and development.

**Biorefining:** to develop a dedicated resource to lead on biorefining cluster activities in Scotland, to expand the existing equipment centres to support the biorefining of the key feedstocks identified, to develop infrastructure to help support the commercialisation of biorefining activities, investigate new value chains and to actively address recent policy changes.

## **2 SIBDG Group Remit**

The Group meets 4 times a year and is charged with driving the delivery of the National Plan for Industrial Biotechnology by:

- Developing and delivering implementation plans for each theme;
- Identifying areas of opportunity and potential projects;
- Ensuring full partner participation and identifying funding support as projects develop;
- Developing IB as a Scottish Investment proposition;
- Identifying and starting to address Education and Training issues e.g. use of SFC funding to scale up degree courses and develop IB related content/engineering content

## **3 Purpose of the Role**

The Chair of the SIBDG plays a pivotal role in the implementation of the National Plan for Industrial Biotechnology. They will be responsible for providing leadership to the group, the smooth running of the quarterly meetings and for setting the agenda for each meeting in consultation with Scottish Enterprise and the theme leads.

## **4 Links to SE team(s)**

The post holder will work closely with Lynsey Dunbar, SE Sector Lead and Lesley Doyle, SE Sector Delivery.

## **5 Length of tenure**

The post of Chair will be for an initial term of 3 years, with the potential for an additional term of 1 year.

## **6. Terms and Conditions**

This post does not include any salary or fees in performing the appointment, but the Chair is entitled to recover from Scottish Enterprise all reasonable travel costs incurred, provided such

expenses are pre-agreed by Scottish Enterprise and are incurred and claimed in accordance with Scottish Enterprise's expenses policy.

## 7 Roles and Duties of the Chair

- a) Attend and actively chair meetings of the IB Development Group;
- b) Set the Development Group's agenda (primarily focused on strategy, performance, value creation and accountability) and ensure that adequate time is available for discussion of all agenda items, in particular strategic issues;
- c) Set clear expectations concerning the culture, values and behaviours and the style and tone of the Development Group's discussions;
- d) Ensure that the Development Group determines the nature and extent of any significant risks that it is willing to embrace in implementing the strategy;
- e) Ensure that the Development Group has effective decision-making processes and applies sufficient challenge to major proposals;
- f) Ensure that Development Group working committees are properly structured with appropriate terms of reference;
- g) Encourage all members to engage in the Development Group and committee meetings by drawing on their skills, experience, knowledge and, where appropriate, independence;
- h) Demonstrate ethical leadership and promote the highest standards of integrity, probity and corporate governance throughout their tenure as Chair;
- i) Ensure that the Development Group receives accurate, relevant, timely and clear information;
- j) Ensure effective communication with stakeholders;
- k) Promote a culture of mutual respect, openness and debate by facilitating the effective contribution of members in particular and ensuring constructive relations;
- l) Ensure that the performance of the Development Group is evaluated at least once a year and act on the results of such evaluation;
- m) Attendance to represent SIBDG at appropriate events to be agreed with SE / SIBDG.

## Qualities of the SIBDG Chair

In addition to a track record of working in or with industry, the following skills and knowledge with weightings, are as below:

	<b>Weighting</b>
<b><i>Knowledge</i></b>	<b>30</b>
An understanding of the key drivers and issues for growth in the application of Industrial Biotechnology	15
Current working knowledge of the issues facing the implementation of the Industrial Biotechnology Plan	10
Knowledge and understanding of Scotland's economy and competitive position	5
<b><i>Skills</i></b>	<b>30</b>

Demonstration of leadership skills	15
Evidence of working in a group to deliver outcomes	10
Track record of delivery of complex partnership projects	5
<b><i>Experience</i></b>	<b>40</b>
Evidence of working with and/ or between government, academia and industry	40

The Scottish National Plan for Industrial Biotechnology and Biorefinery Roadmap for Scotland can both be found on the IBioIC website:

[http://www.ibioic.com/news\\_and\\_events/publications/d9/](http://www.ibioic.com/news_and_events/publications/d9/)

## Appendix 1

### Scottish Industrial Biotechnology Development Group

#### TERMS OF REFERENCE

#### 1. INTRODUCTION AND BACKGROUND

The Scottish Industrial Biotechnology Development Group, **SIBDG** was created to oversee the delivery of the National Plan for Industrial Biotechnology.

THE SIBDG has been in operation since 2010 from a workstream of the Chemical Sciences Scotland Industry Leadership Group, and brought together key figures from the private and public sectors to create a workplan for the delivery of the National Plan.

The National Plan for Industrial Biotechnology aims to transform the competitiveness and sustainability of industries in Scotland by developing and applying IB within the emerging bioeconomy.

The mission is to grow industrial biotechnology related turnover in Scotland to £900m by 2025, and the current focus of the National Plan for Industrial Biotechnology is around:

- Industry engagement,
- Biorefinery / Biochemicals,
- a Network of Innovation Centres, and
- Skills.

These areas are subject to review over time to take into account changes in the operating environment and the changing needs of the fledgling industry.

#### 2. ROLE AND REMIT

SIBDG will focus upon:

- Driving the delivery of the National Plan;
- Developing and then delivering the associated implementation plans for each of the themes for the National Plan for Industrial Biotechnology to meet the developing needs of the industry;
- Identifying areas of opportunity and potential projects;
- Facilitating full participation and identifying funding support as projects develop;
- Developing IB as a Scottish investment opportunity;
- Identifying and starting to address education and training issues, e.g. use of SFC funding to scale up degree courses and develop IB related content / engineering content.

### 3. **STRUCTURE**

SIBDG will comprise of not less than 20 Members, a majority of whom will be drawn from industry and other private sector organisations. Public sector Members will include academic and other supporting organisations. The Scottish Government and Scottish Enterprise/HIE shall each be entitled to appoint one Member to SIBDG. There will be no maximum number of Members with membership selected to represent the broadest spectrum of interested parties.

Members will be expected to meet the criteria set out in Appendix C below.

Where individuals are unable to attend a meeting, they may nominate or appoint an alternate to deputise for them to meetings, notifying the Chair and Secretariat in advance.

Associate Members can be invited by SIBDG to join the Board for a period of time determined by specific task, or process in the delivery of the Plan.

### 4. **REPRESENTATION**

It is the intention that the membership of the SIBDG will:

- Represent the industry in Scotland;
- include individuals with experience and knowledge of international trade and operating in foreign markets, including Global Scots and SDI;
- include individuals with experience and knowledge of investment challenges for IB business and ideally with access to key investment networks;
- representation across a broad business base (including some or all of the following: SME's, inward investors, large listed companies, advisors and funders);
- have close links to influential trade, regulatory, skills and levy bodies;
- manage industry, stakeholder and partner expectations;
- have sufficient resources to deliver and coordinate agreed key actions
- have representation from leading research organisations (including Universities);
- articulate present and future industry demands;
- be chaired by an industry leader;
- have a good spread of representation across the business base and spatially across Scotland (e.g. FTSE 100/SME, urban/rural, highland/lowland);
- be equitable by reference to gender, race, disability and age.

SIBDG will meet, in person or by video or telephone conference, not less than twice each Year.

## 5. **APPOINTMENTS AND TERM OF OFFICE**

Chair: The Chair will be appointed for a 3-year term of office with the option to renew for one further term or part thereof. In exceptional circumstance, the Chair may be asked to remain in position until a replacement can take up the post.

When SIBDG Chair becomes vacant it will be advertised – through existing Members' networks, newsletters and/or group Members' websites. An Appointments Sub-committee will be formed from within the SIBDG Members. The Appointments Sub-committee for the position of Chair must include one representative from Scottish Enterprise. Applications will be reviewed by the Appointments Sub-committee having regard to the Chair Criteria set out in Appendix A. A short list of potential candidates may (at the discretion of the Appointments Sub-committee) then be interviewed by all or a sub-set of the Members of the Appointments Sub committee. The Appointments Sub-committee will, once it has decided on an appropriate candidate thereafter make a recommendation to the SIBDG for approval.

Applications for the Chair post will be encouraged from within the existing membership of the SIBDG and if selected will count as a new appointment for term of office.

The Chair is required to accept and sign a letter of appointment substantially in the terms set out in Appendix B before taking office.

### **Members**

Membership of SIBDG should be reviewed annually to ensure that representation on the Group is appropriate and relevant to the needs of delivering the National Plan. Members of SIBDG should establish a 'Register of Potential Members' (see below) from their contacts and connections.

Appendix C sets out the criteria against which Member candidates will be assessed. Candidates will then be reviewed; then short-listed and interviewed by an Appointments Sub committee, which should comprise at a minimum, the Chair (or deputy), a public sector Member and an industrial Member. The Chair of SIBDG will make appointments.

Each member is required to accept and sign a letter of appointment substantially in the terms set out in Appendix D before taking office.

### **Register of Potential Members**

When vacancies arise on SIBDG, the first source of new members is the 'Register of Potential Members', which should be refreshed on an ongoing basis through referrals from existing SIBDG Members, industry contacts and other sources. The nominations sub-committee should maintain this register. If a Register does not exist then the process outlined in the preceding section will be followed.

SIBDG recognises the importance of board diversity and will encourage representation from all sectors of society. Therefore, when recruiting for SIBDG (including seeking candidates for the Register of Potential Members) any promotional work to attract Members, either through advertising or utilising our networks, will take cognisance of the need to attract more ethnic minorities, women, younger and disabled people in particular.



Candidates on the 'Register of Potential Members' should be offered a meeting with the Chair and/or public sector lead(s) to discuss the role of SIBDG and the likely timescales before a suitable vacancy will arise. Meeting these candidates will also present an opportunity to gauge the suitability of the individuals in terms of personal attributes and consider whether they could make valuable contributions either to the development of major projects or as potential contributor to a Working Group (without building expectations). Reference to nomination committee – they will review candidates.

## **Terms of Office**

### Members other than the Chair, Nominated Representatives and Ex-Officio Representatives

SIBDG Members will normally be appointed for terms of 3 years, in accordance with the process above. However, and to provide a regular turnover and renewal, current Members of SIBDG will be appointed for a term of 1-3 years. Members may be re-appointed by the Chair for further terms to serve a maximum of 6 years. In exceptional circumstances, an individual members' term could be extended on the recommendation of the Appointments Sub-committee.

### The Chair

The Chair will be appointed for 3 years, but can serve one additional term with the approval of SIBDG.

### Nominated Representatives

Nominated Representatives will be appointed until such time as the organisation or person nominating them notifies the Chair that such nomination has been withdrawn. A list of organisations that select Nominated Representatives will be drawn up and agreed by the Appointments Sub-committee. The Scottish Government and Scottish Enterprise will always be able each to select a Nominated Representative. Nominated Representatives shall enjoy all the rights of a Member.

### Associate Members

Associate Members, who are not alternates, shall be allowed to attend SIBDG's meetings for as long as they are providing a service to the SIBDG.

## **Resignation**

A member may resign immediately upon giving written notice at any time to the Chair. The Chair must provide at least 3 months notice when he or she intends to resign to the Scottish Enterprise Nominated Representative.

## **Removal of Chair/Members**

SIBDG has the power by a simple majority to remove the Chair and/or any Member. It is intended that this power should only be exercised in exceptional circumstance, including but not limited to:

- Failure to adhere to the Chair's or the relevant Member's Letter of Appointment,
- Failure to adhere to the principles set out in the Code of Conduct for Standards in Public Life, or

- Lack of participation in activities, e.g. regular non-attendance at SIBDG meetings.

## 6. **PROCESS AND PROCEDURES**

In order for a meeting of SIBDG to be quorate, not less than ten Members must attend the meeting of whom not less than three must be private sector Members and not less than two must be public sector members, excluding the Chair.

### **Working Groups**

As and when required, SIBDG may appoint Working Groups to drive delivery in priority areas and to undertake specific delegated tasks on behalf of SIBDG. These sub-groups will be time and/or task bound. Working Groups will be responsible for considering, advising on and/or implementing specific opportunities, proposition and activities. Each Working Group will report directly to SIBDG. The composition of, appointments to and the remit of each Working Group will be determined and documented by SIBDG having regard to the Appointments process referred to above.

### **Secretariat**

The Secretariat will provide secretarial and administrative support to SIBDG, and each Working Group as reasonably required from time to time.

The Secretariat to SIBDG will be provided by Scottish Enterprise. Secretariat to individual Working Groups will be determined and agreed on a case by case basis having regard to the nature and purpose of that Working Group and availability of resource, and may be provided by organisations other than Scottish Enterprise including, for example, Skills Development Scotland.

### **Processes**

For each SIBDG meeting, the agenda will be circulated at least two weeks in advance, and papers circulated to Members at least one week in advance of each meeting. Members should notify the Chair of agenda items in advance. The agenda for each meeting will include approving the minutes from the preceding meeting, a note of apologies for non-attendance and an update from each of the working groups. At present these are:

- Industry engagement,
- Biorefinery,
- Innovation centres network, and
- Skills.

In addition, there will be a nominations sub-committee with the specific remit of monitoring membership of the group, approving and encouraging new members to join the group, and maintaining a register of potential members of the group.

SIBDG Members should form the majority of working groups and every SIBDG Member is expected to participate in at least working group.

For each meeting agenda item there will be a paper with clear recommendation indicating whether the paper seeks to provide information, where the paper is for discussion and decision or where the paper is for approval and action. Where papers recommend specific actions from

SIBDG, a record should be taken of Members votes to approve / not to approve / abstentions. Request for approval will be decided by the majority vote of Members, and the Chair will have the deciding vote where there is not a clear majority. Where an organisation has more than one Member, only one vote will be recorded for that organisation. Associate Members will not have voting rights unless they are deputising for a Member.

Minutes will be produced no more than 15 working days from the date of the meeting. Any Member who wishes to raise any issues with the meeting minutes should raise these with the Chair within 2 weeks of receiving the minutes.

### **Performance Monitoring**

Although Scottish Enterprise (SE) has overall accountability for the delivery of the National Industrial Biotechnology Plan, SIBDG has responsibility for the Plan delivery, so SE will be responsible for monitoring the performance of SIBDG. Appropriate and suitable measures of performance will be agreed between SE and the Chair of SIBDG and performance will be reviewed on an annual basis. SE will provide recommendations for improvements to be considered and implemented by SIBDG.

## **7. CONFIDENTIALITY AND CONFLICTS OF INTEREST**

It is recognised that Members of SIBDG, and of Working Groups, may result in Members being given confidential information and/or being exposed to potential conflicts of interests with their roles outside SIBDG.

Members have a duty to maintain the confidentiality of information provided to them in confidence in their capacity as members of SIBDG.

Whilst SIBDG has no decision-making or approval powers and, as such, its Members would not be expected to incur any conflict of interest, Members are guided by the Principles set out by the Code of Conduct for Standards in Public Life. It is each Member's personal responsibility to ensure he/she complies with the provisions of the Code of Conduct and it is therefore for individual Members to raise any potential conflict with the Chair, or if preferred in cases of sensitivity, a Nominated Representative. Normal practice would be to review any conflict of interest declared, in the context of the limited powers of the Board, and should it be determined by the individual Member or by the Chair that there was a reasonable risk of a potential conflict arising, the Member will not take part in any consideration, discussion or voting on the relevant subject matter.

The Secretariat will hold a confidential register of members' interests, which will indicate potential conflicts of interest and this will be updated on an annual basis.

**APPENDIX A**

**SIBDG CHAIR CRITERIA**

The SIBDG Chair will be appointed in a personal capacity and not as a company or organisational representative. Ideal qualities that are exhibited by the chair include the following:

	<b>Essential</b>	<b>Desirable</b>
<b>Skills</b>		
1. Ability to think in strategic and analytical terms	✓	
2. Ability to communicate effectively with a range of audiences in both writing and in speech	✓	
3. Ability to challenge constructively within a Board environment	✓	
4. Ability to build and manage relationships with stakeholders to deliver effective partnership working	✓	
5. Ability to work effectively as part of a team	✓	
6. Ability to provide effective leadership within the sector	✓	
<b>Knowledge</b>		
7. An understanding of the key drivers for growth within the sector and how to accelerate these (e.g. innovation, internationalisation, marketing)	✓	
8. Current working knowledge of the sector	✓	
9. Knowledge and understanding of Scotland's economy and competitive position both nationally and internationally	✓	
10. Strong knowledge and understanding of governance in public sector bodies		✓
11. Strong knowledge and understanding of financial management with particular reference to audit and performance measurement		✓
12. Knowledge and understanding of continuous improvement programmes		✓

13. Knowledge and understanding of assessment and management of risks		✓
14. Knowledge and understanding of human resources and change management		✓

**APPENDIX B**  
**SIBDG CHAIR LETTER OF APPOINTMENT**

To:

Date: [\*\*\*\*\*]

Dear Sir/Madam

**Following confirmation of the recommendation of the Scottish Industrial Biotechnology Development Group (SIBDG) I hereby accept my appointment as Chair of SIBDG commencing on {DATE} and I agree to be bound by the following undertakings:-**

**1. APPOINTMENT**

- 1.1 Subject to the remaining provisions of this undertaking, I accept that my appointment shall be for an initial term of [three years] commencing on [DATE] unless terminated earlier in accordance with SIBDG's Terms of Reference (**ToR**) as amended from time to time.
- 1.2 My appointment is subject to the ToR. Nothing in this letter shall be taken to exclude or vary the terms of the ToR as they apply to me in my capacity as a member of SIBDG. Continuation of my appointment is contingent on my continued satisfactory performance and approval by nomination committee. If the Board does not confirm my appointment or re-elect me as a member in accordance with the ToR my appointment shall terminate automatically and with immediate effect.
- 1.3 Notwithstanding paragraph 1.1 and paragraph 1.2, the Board may terminate my appointment with immediate effect if I:
  - 1.3.1 commit any serious or repeated breach or non-observance of my obligations to SIBDG (which include an obligation not to breach my statutory, fiduciary or common-law duties); or
  - 1.3.2 fail to adhere to the principles set out in the Code of Conduct for Standards in Public Life; or
  - 1.3.3 am guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Board, brings or is likely to bring SIBDG into disrepute or is materially adverse to the interests of SIBDG; or
  - 1.3.4 am insolvent or have been declared bankrupt or have made an arrangement with or for the benefit of my creditors, or equivalent, or
  - 1.3.5 disqualified from acting as a director; or
  - 1.3.6 breach or otherwise fail to comply with the ToR.

**2. TIME COMMITMENT**

- 2.1 I confirm that I shall use reasonable endeavours to meet the meeting commitments set out or otherwise implied in the ToR.
- 2.2 By accepting this appointment, I confirm that I am able to allocate sufficient time to SIBDG to discharge my responsibilities effectively.

### 3. **ROLE AND DUTIES**

#### 3.1 As a member of SIBDG, I shall:-

- 3.1.1 diligently perform my duties in accordance with the ToR;
- 3.1.2 uphold high standards of integrity and probity and support the Board in instilling the appropriate culture, values and behaviours within SIBDG;
- 3.1.3 constructively challenge and contribute to the development of strategy;
- 3.1.4 take into account the views of other stakeholders where appropriate;
- 3.1.5 act in a way that is most likely to promote the success of SIBDG and meet the objectives set out in the ToR.

#### 3.2 I shall be entitled to request and obtain all relevant information about SIBDG's affairs as is reasonably necessary in order to enable me to discharge my duties.

#### 3.3 In addition, in my role as Chair I will:

- 3.3.1 chair the Board and general meetings of SIBDG;
- 3.3.2 set the Board's agenda (primarily focused on strategy, performance, value creation and accountability) and ensure that adequate time is available for discussion of all agenda items, in particular strategic issues;
- 3.3.3 set clear expectations concerning SIBDG's culture, values and behaviours and the style and tone of Board discussions;
- 3.3.4 ensure that the Board determines the nature and extent of any significant risks that SIBDG is willing to embrace in implementing its strategy;
- 3.3.5 ensure that the Board has effective decision-making processes and applies sufficient challenge to major proposals;
- 3.3.6 ensure that Board committees are properly structured with appropriate terms of reference;
- 3.3.7 encourage all members to engage in Board and committee meetings by drawing on their skills, experience, knowledge and, where appropriate, independence;
- 3.3.8 demonstrate ethical leadership and promote the highest standards of integrity, probity and corporate governance throughout SIBDG;
- 3.3.9 ensure that the Board receives accurate, timely and clear information;
- 3.3.10 ensure effective communication with stakeholders;
- 3.3.11 promote a culture of mutual respect, openness and debate by facilitating the effective contribution of members in particular and ensuring constructive relations;
- 3.3.12 ensure that the performance of the Board and key members is evaluated at least once a year and act on the results of such evaluation; and

#### 4. **FEES AND EXPENSES**

I acknowledge that I shall not be paid any salary or fees in performing the appointment, and that I shall be entitled to recover from Scottish Enterprise / Highlands and Islands Enterprise all reasonable expenses actually incurred by me, provided such expenses are pre-agreed by Scottish Enterprise / Highlands and Islands Enterprise and are incurred and claimed in accordance with Scottish Enterprise's / Highlands and Islands Enterprise's expenses policy, as amended from time to time.

#### 5. **OUTSIDE INTERESTS**

It is accepted and acknowledged that I have business interests other than those of SIBDG and have declared any conflicts that are apparent at present. If I become aware of any potential conflicts of interest in future, I will disclose these to Scottish Enterprise as soon as I become aware of them. Scottish Enterprise will maintain the Register of Interests for SIBDG.

#### 6. **CONFIDENTIALITY**

6.1 I will keep confidential to SIBDG and its members, all information acquired by me in my capacity as a member of SIBDG provided that it is marked as confidential (or which information it is otherwise apparent, or made known to me, has been provided on a confidential basis). I shall not use such information for any reason other than in the interests of SIBDG, either during my appointment or following termination (by whatever means), without prior clearance from a Nominated Representative.

6.2 Notwithstanding the foregoing, the above obligation of confidentiality shall not apply to information that:

6.2.1 is known to me prior to the date on which it was disclosed to me;

6.2.2 I am required to disclose at law or by a competent regulatory authority;

6.2.3 is, or falls into, the public domain otherwise than as a result of a breach of this obligation of confidentiality;

#### 7. **DATA PROTECTION**

7.1 By signing and delivering this undertaking to an authorised representative of SIBDG I consent to SIBDG and Scottish Enterprise holding and processing information about me for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to me including, as appropriate:

7.1.1 information about my physical or mental health or condition in order to monitor absences and take decisions as to my fitness for the appointment; or

7.1.2 my racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or

7.1.3 information relating to any criminal proceedings in which I have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

**By signing and delivering this undertaking to an authorised representative of SIBDG I hereby confirm my acceptance of these terms.**



Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**APPENDIX C**  
**SIBDG MEMBERS CRITERIA**

List of skills required to maintain a balanced board

Generic skills that all board members have:

	Essential	Desirable
<b><i>Skills and attributes</i></b>		
1. Senior level position within Scottish based organisation (e.g. CEO, CSO) involved in life science, chemical science or related Sectors.	✓	
2. Ability to represent sub-sector of life and chemical sciences and not an individual company – members will not be representing their specific company but will be appointed as individuals with particular experience and expertise.	✓	
3. Strong leadership skills and the ability to take an analytical and strategic view	✓	
4. Knowledge and understanding of Scotland's economy and competitive position nationally or internationally	✓	
5. Ability to work as part of a team and constructively challenge within a Board environment	✓	
6. Effective interpersonal skills	✓	
7. Willingness and ability to develop relationships with key partners and other boards	✓	

8. Integrity and discretion.	✓	
9. Current experience of the industry and understanding of business demand (positions should be filled to enable a balance of all relevant sub sectors; balance between understanding large and small company issues; and ensuring a geographic balance which reflects the sector).	✓	

**APPENDIX D****SIBDG MEMBER LETTER OF APPOINTMENT**

To: [Addressee to be considered]

Date:[\*\*\*\*\*]

Dear Sir/Madam

Following confirmation of the recommendation of the Scottish Industrial Biotechnology Development Group (SIBDG) I hereby accept my appointment as a member of SIBDG commencing on [DATE] and I agree to be bound by the following undertakings:-

8. **APPOINTMENT**

8.1 Subject to the remaining provisions of this undertaking, I accept that my appointment shall be for an initial term of three years commencing on [DATE] unless terminated earlier in accordance with SIBDG's Terms of Reference as amended from time to time (**ToR**).

8.2 My appointment is subject to the ToR. Nothing in this letter shall be taken to exclude or vary the terms of the ToR as they apply to me in my capacity as a member of SIBDG. Continuation of my appointment is contingent on my continued satisfactory performance and re-election by the Board as required by the ToR. If the Board does not confirm my appointment or re-elect me as a member in accordance with the ToR my appointment shall terminate automatically and with immediate effect.

8.3 Notwithstanding paragraph 1.1 and paragraph 1.2, the Board may terminate my appointment with immediate effect if I:

8.3.1 commit any serious or repeated breach or non-observance of my obligations to SIBDG (which include an obligation not to breach my statutory, fiduciary or common-law duties); or

8.3.2 fail to adhere to the principles set out in the Code of Conduct for Standards in Public Life; or

8.3.3 am guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Board, brings or is likely to bring SIBDG into disrepute or is materially adverse to the interests of SIBDG; or

8.3.4 am insolvent or have been declared bankrupt or have made an arrangement with or for the benefit of my creditors, or equivalent, or

8.3.5 disqualified from acting as a director; or

8.3.6 breach or otherwise fail to comply with the ToR.

9. **TIME COMMITMENT**

9.1 I confirm that I shall use reasonable endeavours to meet the meeting commitments set out or otherwise implied in the ToR.

9.2 By accepting this appointment, I confirm that I am able to allocate sufficient time to SIBDG to discharge my responsibilities effectively.

## 10. **ROLE AND DUTIES**

10.1 As a member of SIBDG, I shall:-

10.1.1 diligently perform my duties in accordance with the ToR;

10.1.2 uphold high standards of integrity and probity and support the Board in instilling the appropriate culture, values and behaviours within SIBDG;

10.1.3 constructively challenge and contribute to the development of strategy;

10.1.4 take into account the views of other stakeholders where appropriate;

10.1.5 act in a way that is most likely to promote the success of SIBDG and meet the objectives set out in the ToR.

10.2 I shall be entitled to request and obtain all relevant information about SIBDG's affairs as is reasonably necessary in order to enable me to discharge my duties.

## 11. **FEES AND EXPENSES**

I acknowledge that I shall not be paid any salary or fees in performing the appointment, and that I shall be entitled to recover from Scottish Enterprise / Highlands and Islands Enterprise all reasonable expenses actually incurred by me, provided such expenses are pre-agreed by the Chair and Scottish Enterprise / Highlands and Islands Enterprise and are incurred and claimed in accordance with Scottish Enterprise's / Highlands and Islands Enterprise's expenses policy, as amended from time to time.

## 12. **OUTSIDE INTERESTS**

It is accepted and acknowledged that I have business interests other than those of SIBDG and have declared any conflicts that are apparent at present. If I become aware of any potential conflicts of interest in future, I will disclose these to the Chair as soon as I become aware of them.

## 13. **CONFIDENTIALITY**

13.1 I will keep confidential to SIBDG and its members, all information acquired by me in my capacity as a member of SIBDG provided that it is marked as confidential (or which information it is otherwise apparent, or made known to me, has been provided on a confidential basis). I shall not use such information for any reason other than in the interests of SIBDG, either during my appointment or following termination (by whatever means), without prior clearance from the Chair.

13.2 Notwithstanding the foregoing, the above obligation of confidentiality shall not apply to information that:

13.2.1 is known to me prior to the date on which it was disclosed to me;

13.2.2 I am required to disclose at law or by a competent regulatory authority;

13.2.3 is, or falls into, the public domain otherwise than as a result of a breach of this obligation of confidentiality;

14. **DATA PROTECTION**

14.1 By signing and delivering this undertaking to an authorised representative of SIBDG I consent to SIBDG and Scottish Enterprise / Highlands and Islands Enterprise holding and processing information about me for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to me including, as appropriate:

14.1.1 information about my physical or mental health or condition in order to monitor absences and take decisions as to my fitness for the appointment; or

14.1.2 my racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or

14.1.3 information relating to any criminal proceedings in which I have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

**By signing and delivering this undertaking to an authorised representative of SIBDG I hereby confirm my acceptance of these terms.**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

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