

SCOTTISH INDEPENDENCE CONVENTION

MEMORANDUM OF UNDERSTANDING – NOV 2018

1 Parties to the MOU

1.1 This Memorandum of Understanding (“MOU”) is entered into by the parties contained in Annex 1 (as may be reviewed from time to time) who will collectively act as the Scottish Independence Convention (“the Convention”).

2 Purpose & Vision

2.1 This MOU outlines the purpose and structure of the Convention and establishes a commitment towards good practice in the way the Partners work with each other. It is an opportunity for the Partner organisations and individuals within the Convention to work together with the aim of securing Scottish Independence.

2.2 The vision for Scottish Independence as developed by the Partners is:

“The Scottish Independence Convention will be an inspirational example of Scottish Independence minded organisations and individuals networking together to share ideas, information and research. A gathering place for local grassroots organisations which have a key role and contribution in achieving this outcome”

2.3 This MOU is not a contract. It is a ‘ways of working document’ which provides the overarching framework for the activities of the Convention’s partner organisations and individuals. It sets out the functions of the Convention and the relationship between it and the Partners to ensure the efficient and effective implementation of the Vision.

2.4 This MOU builds on the existing working relationships between the Partners.

2.5 This MOU is not legally binding on any Partner and the detailed working arrangements of the Convention may be changed by agreement of the majority of Partners.

2.6 The Partners will work together to review and agree the overall vision for the Convention. They will also agree an annual action plan that achieves both the Vision and the delivery aims of the Convention. The Convention is entitled to agree strategic position statements in relation to the campaign for an independent Scotland, particularly in relation to priority action areas. It is intended that the Partners will pursue these aims as far as practical, bearing in mind their constraints, their organisation’s objectives and their framework of operation.

2.7 The Convention aims to capture a genuine enthusiasm amongst the Partners to resolve conflict, reduce duplication and work together towards achieving the Vision.

2.8 With the foregoing background, the aims of the Convention are:

- To provide a forum which will bring together different groups and parties which support independence
- To provide a contact point for people (including media) who are interested in independence

- To have the capacity to develop and coordinate campaigning on independence
- To have the capacity to carry out research work to strengthen further the case for independence
- To respond to media and other enquiries about independence, being equipped to rebut inaccurate and hostile information
- To explore and improve skills, systems, structures and networks which will enhance the ability to campaign for independence
- To support and work with a community of individuals who support independence to keep them engaged in the independence debate and to help them remain active in support of independence.
- To carry out any other agreed actions it is felt will strengthen the case for independence, improve the chances of securing a second referendum and enhance our ability to win that referendum.

3 Duration

3.1 This MOU will run from 15th November 2018 until either it is amended or a referendum campaign period begins, or it is terminated by the Partners.

4 Role and Function of the Convention

4.1 The Convention will:-

- Develop, agree, and continuously review, the Vision by engaging others;
- Develop, agree and monitor a management plan, with clear priority actions, outcomes and success measures, ensuring agreement and participation by all Partners.

4.2 This will be achieved through the values of the Convention:-

- Trust, openness and integrity
- Working together to achieve excellence
- Adding value, and inspiring change
- Being creative and ensuring connectivity
- Demonstrating a willingness to learn
- Advocating success

- Ensuring a commitment to deliver

4.3 The Partners will encourage and facilitate effective working relationships between each other in those topics relevant to the delivery of the Vision.

4.4 The Partners agree to:

- collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to ensure that activities are delivered and actions taken as required;
- be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
- be open. Communicate openly about major concerns, issues or opportunities relating to the Convention;
- learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- adopt a positive outlook. Behave in a positive, proactive manner;
- adhere to statutory requirements and best practice. Comply with applicable laws and standards including data protection and election legislation
- act in a timely manner;
- deploy appropriate resources. Ensure sufficient and appropriately qualified individuals are available and authorised to fulfil the responsibilities set out in this MOU and the Convention's Plan; and
- act in good faith to support aims of the Convention

4.5 The Convention is an un-constituted body. Its operation and work programme will be agreed by a committee comprising representatives from the Partner organisations and individuals as referred to within Clause 6 below.

4.6 Nothing in this MOU shall constitute a legal agreement or the formation of a Partnership as recognised under the Partnership Act 1890 between the parties and no Partner shall be entitled to enforce any rights or liabilities against any other Partner in relation to any issues arising under this MOU.

5. Membership

5.1 The Convention is open to new members joining, whether they be Partner organisations or individuals, who subscribe to the vision, aims and objects of this MOU.

6. Convention Committee

6.1 The Convention shall be composed of representatives from the Partner organisations and individuals contained in Annex 1 (as may be reviewed from time to time):-

6.2 The Convenor of the Convention will be an independent person appointed by the Convention. The Convenor will be appointed for a period of three years or until they resign or are removed by a vote of 'no confidence' by the Partners, whichever is sooner.

6.3 The Vice-Convenor of the Convention will be appointed by the Convention. The Vice-Convenor will be appointed for a period of three years or until they resign or are removed by a vote of 'no confidence' by the Partners, whichever is sooner.

6.4 The Treasurer of the Convention will be appointed by the Convention. The Treasurer will be appointed for a period of three years or until they resign or are removed by a vote of 'no confidence' by the Partners, whichever is sooner.

6.5 The Convention will meet together for the dispatch of business. They will adjourn and regulate their meetings as they see fit. They will usually meet monthly.

6.6 Each Partner Organisation will have at least one vote even, with larger Partner organisations having two votes. The number of votes for each partner organisation is detailed in the Annex. Each Partner organisation may have more than two representatives present at the Convention.

6.7 The Convention may invite any organisation to be a Partner of the Convention. The application must be supported by two existing Partners. Any new Partner will be invited to have a representative at the Convention. Any representative appointed under this clause will have the same role, responsibility and a vote on the Convention as the existing Partners.

6.8 The Convention may appoint any individual it feels appropriate to sit on the Convention but that individual will not have a vote.

6.9 Decisions reached by the Convention will be reached either by unanimity, failing which by a majority of votes. In the case of an equal number of votes being cast, the Convenor of the Meeting shall be entitled to a casting vote.

6.10 The quorum for a meeting of the Convention will be 30% of the total number of Partner organisations. It is agreed that 30% of the Partners are required for general votes dealing with business on the agenda but any major votes affecting policy 50% of voting Partners would need to be present. The Convention will allow a reasonable time to consider and respond where a response is required.

6.11 The Convention may conduct its business through an Executive Committee-

(i) The Executive Committee will be composed of the Convenor, Vice-Convenor, Treasurer and 4 other committee members to be determined by the Convention. Membership of the Executive committee will be for one year, though may be renewed for a maximum of three years. The Convention may determine that it wishes to have a variety of Partner organisations represented on the Executive Committee.

(ii) The purpose of the Executive Committee is to dispatch urgent business which may arise between scheduled Convention meetings.

(iii) The Executive Committee is responsible for maintaining an accurate minute of Convention meetings, following up on decisions of the Convention, maintaining accurate accounts, and preparing and intimating the agenda of the next meeting of the Convention.

(iv) The Executive Committee may bring forward recommendations to allow the swift dispatch of business at Convention meetings; though final decision making lies with the Convention.

7. Operating Company

7.1 For the more effective pursuit of its aims, the Convention may incorporate an Operating Company to carry out activities which involve entering into legal relationships with outside parties, for example hiring premises, employing staff, fundraising and campaign spending.

7.2 The Operating Company will initially be named “Scottish Independence Convention Limited”, and will operate using (and/or change its name to) such campaign name as the Convention may decide from time to time.

7.3 The Operating Company will be a company limited by guarantee, having the Convention (represented by its Convenor, Vice-Convenor and Treasurer) as its sole member, so that the Convention has ultimate control of the Operating Company.

7.4 The Operating Company will have a board of directors comprising:

- five Convention directors, namely the Convenor, the Vice-Convenor, the Treasurer and two other individuals, being representatives of Partner organisations or individuals listed in Annex 1, chosen by decision of the Convention in accordance with Clause 6; and
- up to four further directors co-opted by the Operating Company’s board with a view to bringing in desired expertise.

The Convenor, Vice-Convenor and Treasurer shall be directors for so long as they hold those offices. Other directors shall hold office for a period of one year, following which they may be re-appointed.

7.5 The Operating Company will report on its activities to each meeting of the Executive Committee and the Convention and at such other times as the Executive Committee or the Convention may request.

7.6 The Operating Company’s constitution shall define its purpose consistently with the Convention’s aims, shall prohibit the distribution of profits or assets to members, and shall specify that on dissolution its remaining assets shall be applied in accordance with Clause 8.

8. Dissolution of Assets

In the event of SIC being dissolved or otherwise ceasing to exist, the assets of the Convention shall be applied to the cause of Scottish independence, or if that has already been achieved, for the furtherance of Scotland’s interests. Such a decision shall be approved by a meeting of the Convention.

ANNEX 1

The Partner Organisations listed below will collectively act as the Scottish Independence Convention, with the number of votes according to them recorded in parenthesis.

- Aberdeen Independence Movement (1 Vote)
- Business for Scotland (1 Vote)
- Christians for Independence (1 Vote)
- Centre for Scottish Constitutional Studies (1 Vote)
- Common Weal (1 Vote)
- English Scots for Yes (1 Vote)
- Fife Plus for Independence (1 Vote)
- Hubs for Scottish Independence (HUSCI) (1 Vote)
- Labour for Independence (1 Vote)
- NHS for Yes (1 Vote)
- North East Independence Group (1 Vote)
- Pensioners for Yes (1 Vote)
- Radical Independence Campaign (1 Vote)
- Scottish Independence Foundation (1 Vote)
- Scottish CND (1 Vote)
- Scottish Green Party (2 Vote)
- Scottish National Party (2 Vote)
- Scottish Socialist Party (1 Vote)
- SNP Students (1 Vote)
- SNP Youth (1 Vote)
- Women for Independence (2 Vote)
- Yes Edinburgh and Lothians (1 Vote)
- Yes Highlands (1 Vote)

Individuals who are members of the Convention are listed below:

- Aamer Anwar
- Iain Black
- Stewart Bremner
- Irene Hamilton
- Pat Kane
- Paul Kavanagh
- Stewart Kirkpatrick
- Isobel Lindsay
- Shona McAlpine (Administration)
- Peter McColl
- Mike Small
- Elaine C Smith
- Richard Walker
- Max Wiszniewski (Press Officer)
- Grant Thoms
- Ruth Wishart