



T: 0300 244 4000  
E: scottish.ministers@gov.scot

Willie Mackie  
Email: [redacted]

20 August 2021

Dear Willie,

### **Invitation to Accept Reappointment as a Member of the Board of Scottish Enterprise**

I was very pleased to hear that you wish to be reappointed as a Member of the Board of Scottish Enterprise (“the Board”). I now have great pleasure in inviting you to accept reappointment as a Member of the Board from 1 January 2022 until 31 December 2023 subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time and the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your reappointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I should be grateful if you would confirm in writing your willingness to accept this reappointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both completed originals to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

Duplicates of Annexes A and B are also enclosed which you may wish to keep for your records. If you have any questions about the role or the reappointment, please contact [redacted] Scottish Enterprise Sponsorship, Scottish Government at [redacted].

The Scottish Government will wish to publicise your reappointment by way of a news release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for your efforts and achievements to date. I am confident that you will continue to play an important role in supporting Scottish Enterprise's contribution towards a green, wellbeing economy, underpinned by sustainable and inclusive economic growth.

Yours sincerely,



**KATE FORBES**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

St Andrew's House, Regent Road, Edinburgh EH1 3DG  
[www.gov.scot](http://www.gov.scot)



**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

**1. Status**

1.1 Subject to Clause 1.2, you are reappointed as a Member of the Board of Scottish Enterprise. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment, references to the “Board” are to the Board of Scottish Enterprise; and references to “the Body” are to Scottish Enterprise.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.4 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

**2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

**3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”)

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times;
- contribute to the work of the Board's Committees (Audit and Risk, Remuneration and Nominations & Governance);
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times;
- take responsibility for specific tasks, including representing the Board as agreed with the Chair; and
- carry out other tasks that may reasonably be required.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 January 2022 to 31 December 2023 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed,

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](http://www.gov.scot)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
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your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 You will devote up to 2½ days per month each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 You are entitled to receive from the Body a fee of £13,260 per annum for performing your functions (as required or requested by the Body) on a pro rata basis; this equates to a daily rate of £442.00.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## **9. Termination of Appointment**

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition members of the Board are, by dint of schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board, to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period in of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a Member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.

### 14. Intellectual Property Rights

14.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created,

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
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produced or generated by or for you on behalf of the Scottish Ministers or Scottish Enterprise for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 January 2022 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as a Member of the Board which the Scottish Ministers reasonably require.

## **15. Conflicts of Interest**

15.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.

15.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Board.

## **16. Political Activity**

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

## **17. Performance Appraisal**

17.1 Your performance will be appraised by the Chair of the Board ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of



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your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_

T: 0300 244 4000  
E: scottish.ministers@gov.scot

**Personal**

Dr Willie Mackie  
Email: [redacted]

09 May 2023

**Invitation to Accept an Extension to your Appointment as a Member of Scottish Enterprise**

I was very pleased to hear that you have indicated your willingness to have your existing appointment as a member of the Board of Scottish Enterprise (“the Body”) extended. I would like to invite you to accept an extension of your appointment as a member of the Body from 1 January 2024 until 31 March 2024 and to continue your role as interim Chair during that period.

This extension is subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time, the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990, and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that the extension of your appointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I would be grateful if you would confirm in writing your willingness to accept this appointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

If you have any questions about the role or the extension, please contact [redacted], Scottish Enterprise Sponsorship, Scottish Government at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

The Scottish Government will publicise the extension of your appointment by way of a news release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for continuing to act as interim Chair of Scottish Enterprise as we undertake the process to appoint a new Chair. I am very grateful for your support and look forward to hearing your perspective when we meet on 18 May to discuss Scottish Enterprise's work.



**NEIL GRAY**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

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**INVESTORS IN PEOPLE™**  
We invest in people Silver



**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

**1. Status**

1.1 Subject to clause 1.2, you are appointed as a Member of Scottish Enterprise (“the Body”). In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are one of a number of appointees that constitute the Body.

1.4 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.5 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

**2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

**3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”).

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- deliver active and dynamic leadership of the board and working with the Chief Executive and the wider organisation, will act as an ambassador for Scottish Enterprise, building positive relationships of influence amongst the business community, politicians and wider stakeholder groups;
- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times; and
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 January 2024 to 31 March 2024 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body is abolished while you are in your role, your period of appointment ends on the date that the Body is abolished, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Body which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Body should operate and considers that an alternative appointee should be appointed, your period of appointment to ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](https://www.gov.scot/publications/model-code-of-conduct-for-members-of-devolved-public-bodies/pages/1-introduction-and-overview.aspx)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF SCOTTISH ENTERPRISE  
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5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 Your annual commitment as a Board Member has required up to 30 days per year each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. Your time commitment over the course of this extension will be proportionate to the term of the extension. You will attend meetings of the Body regularly and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 As a member of the Board, you are entitled to receive from the Body a fee of £13,408 per annum for performing your functions (as required or requested by the Body) on a pro rata basis; this equates to a daily rate of £446.92. However, for the duration of this extension, the terms and conditions set out in your letter of appointment as Deputy Chair of the Body will apply. Accordingly, you will continue to receive from the Body a daily rate of £541.00 for performing your functions as interim Chair.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.



## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT

### 9. Termination of Appointment

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;
- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of Schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition, members of the Board are, by dint of Schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the Body of which you are a member and in accordance with the core functions and duties of that Body.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Body when carrying out public business

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT

including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the Body uses its resources prudently and in accordance with the law.

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Body and its members in conducting public business.

**Respect** You must respect fellow members and employees of the Body and the role they play, treating them with courtesy at all times. Similarly, you must respect members of the public when performing duties as a member of the Body.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the

**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

course of performing your functions or in consequence of your appointment or used it for personal gain or advancement.

#### **14. Intellectual Property Rights**

14.1 “Intellectual Property Rights” includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Scottish Ministers or the Body for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers, and you agree to assign them to the Scottish Ministers. This assignment takes effect on 1 January 2024 or as an assignment of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as Member of the Body which the Scottish Ministers reasonably require.

#### **15. Conflicts of Interest**

15.1 You will not take part in activities which conflict with the interests of the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Body, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Body.

15.3 You will not participate in any discussion or determination by the Body of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Body.

#### **16. Political Activity**

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

#### **17. Performance Appraisal**

17.1 Your performance will be appraised by the Director of Economic Development, Scottish Government (‘the appraiser’) against the individual objectives applying to your role and also the extent to which you contribute to

**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

ensuring that the Body as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

**I accept an extension as a Member of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_



T: 0300 244 4000  
E: scottish.ministers@gov.scot

Dr Willie Mackie  
Email: [redacted]

2 April 2024

Dear Willie,

## Invitation to Accept an Extension to your Appointment as a Member of Scottish Enterprise

I trust this note finds you well. Following our meeting on 28<sup>th</sup> February 2024, I was very pleased to hear that you have indicated your willingness to have your existing appointment as a member of the Board of Scottish Enterprise (“the Body”) extended. I would like to invite you to accept an extension of your appointment as a member of the Body, for a further period of up to nine months, potentially extending your term until 31 December 2024 and for you to continue your role as interim Chair during that period.

In the usual manner, this extension is subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time, the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990, and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that the extension of your appointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I would be grateful if you would confirm in writing your willingness to accept this appointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

If you have any questions about the role or the extension, please contact [redacted] Scottish Enterprise Sponsorship, Scottish Government at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

The Scottish Government will publicise the extension of your appointment by way of a news release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for your ongoing dedication and leadership as interim Chair of Scottish Enterprise as we undertake the process to appoint a new Chair. As noted above, I appreciated getting the opportunity to meet you recently for our introductory meeting and to hear about Scottish Enterprise's priorities in the years to come. I am very grateful for your continued support.

Yours sincerely,



**MAIRI MCCALLAN**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

St Andrew's House, Regent Road, Edinburgh EH1 3DG  
[www.gov.scot](http://www.gov.scot)

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**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

**1. Status**

1.1 Subject to clause 1.2, you are appointed as a Member of Scottish Enterprise (“the Body”). In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are one of a number of appointees that constitute the Body.

1.4 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.5 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

**2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

**3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”).

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- deliver active and dynamic leadership of the board and working with the Chief Executive and the wider organisation, will act as an ambassador for Scottish Enterprise, building positive relationships of influence amongst the business community, politicians and wider stakeholder groups;
- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times; and
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 April 2024 to 31 December 2024(inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body is abolished while you are in your role, your period of appointment ends on the date that the Body is abolished, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Body which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Body should operate and considers that an alternative appointee should be appointed, your period of appointment to ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

---

<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](https://www.gov.scot)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF SCOTTISH ENTERPRISE  
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5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 Your annual commitment as a Board Member has required up to 30 days per year each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. Your time commitment over the course of this extension will be proportionate to the term of the extension. You will attend meetings of the Body regularly and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 For the duration of this extension, the terms and conditions set out in your letter of appointment as Deputy Chair of the Body will apply. Accordingly, you will continue to receive from the Body the current daily rate of £544.92 for performing your functions as interim Chair.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT

### 9. Termination of Appointment

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;
- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of Schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition, members of the Board are, by dint of Schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the Body of which you are a member and in accordance with the core functions and duties of that Body.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Body when carrying out public business

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT

including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the Body uses its resources prudently and in accordance with the law.

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Body and its members in conducting public business.

**Respect** You must respect fellow members and employees of the Body and the role they play, treating them with courtesy at all times. Similarly, you must respect members of the public when performing duties as a member of the Body.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the

**MEMBER OF SCOTTISH ENTERPRISE  
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course of performing your functions or in consequence of your appointment or used it for personal gain or advancement.

#### **14. Intellectual Property Rights**

14.1 “Intellectual Property Rights” includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Scottish Ministers or the Body for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers, and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 April 2024 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as Member of the Body which the Scottish Ministers reasonably require.

#### **15. Conflicts of Interest**

15.1 You will not take part in activities which conflict with the interests of the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Body, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Body.

15.3 You will not participate in any discussion or determination by the Body of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Body.

#### **16. Political Activity**

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

#### **17. Performance Appraisal**

17.1 Your performance will be appraised by the Director of Economic Development, Scottish Government (‘the appraiser’) against the individual objectives applying to your role and also the extent to which you contribute to

**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

ensuring that the Body as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

**I accept an extension as a Member of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).



The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_

Cabinet Secretary for Wellbeing Economy, Fair Work  
and Energy  
Rùnaire a' Chaibineit airson Eaconamaidh do Mhath  
Dhaoine, Obair Chothromach is Cumhachd  
Neil Gray MSP  
Niall Gray BPA



T: 0300 244 4000  
E: scottish.ministers@gov.scot

### Personal

Peter McKellar  
Email: [redacted]

20 November 2023

Dear Peter,

### Invitation to Accept Reappointment as a Member of Scottish Enterprise

I was very pleased to hear that you wish to be reappointed as a Member of Scottish Enterprise (“the Body”). I now have great pleasure in inviting you to accept reappointment as a Member of the Body from 15 February 2024 until 31 July 2024. This offer is subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time, the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your reappointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I should be grateful if you would confirm in writing your willingness to accept this reappointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

If you have any questions about the role or the reappointment, please contact [redacted], Scottish Enterprise Sponsorship, Scottish Government at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

The Scottish Government will wish to publicise your reappointment by way of a news release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for your efforts and achievements to date. I am confident that you will continue to play an important role in assisting the body in the months ahead as it continues to build on its success in supporting Scotland's economy at such a key time.



**NEIL GRAY**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

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[www.gov.scot](http://www.gov.scot)

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## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

### 1. Status

1.1 Subject to clause 1.2, you are appointed as a Member of Scottish Enterprise (“the Body”). In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are one of a number of appointees that constitute the Body.

1.4 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.5 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

### 2. The Terms

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

### 3. Functions

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”).

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

3.5 Specific functions may vary but, unless otherwise agreed, you will:

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times;
- contribute to the work of the Board's Committees (Audit and Risk, Remuneration and Nominations & Governance);
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times;
- take responsibility for specific tasks, including representing the Board as agreed with the Chair; and
- carry out other tasks that may reasonably be required.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 15 February 2024 to 31 July 2024 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body is abolished while you are in your role, your period of appointment ends on the date that the Body is abolished, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Body which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Body should operate and considers that an alternative appointee should be appointed, your period of appointment to ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](https://www.gov.scot/publications/model-code-of-conduct-for-members-of-devolved-public-bodies-2022-2024/pages/1-introduction.aspx)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 Your annual commitment as a Board Member requires up to 30 days per year pro rata each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 You are entitled to receive from the Body a pro rata fee of £13,528 per annum for performing your functions (as required or requested by the Body). This equates to a daily rate of £450.92.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## **9. Termination of Appointment**

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;
- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of Schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition, members of the Board are, by dint of Schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one month's written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the Body of which you are a member and in accordance with the core functions and duties of that Body.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the Body uses its resources prudently and in accordance with the law.

## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Body and its members in conducting public business.

**Respect** You must respect fellow members and employees of the Body and the role they play, treating them with courtesy at all times. Similarly, you must respect members of the public when performing duties as a member of the Body.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment or used it for personal gain or advancement.

### 14. Intellectual Property Rights

14.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Scottish Ministers or



## MEMBER OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

the Body for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers, and you agree to assign them to the Scottish Ministers. This assignation takes effect on 15 February 2024 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as Member of the Body which the Scottish Ministers reasonably require.

### 15. Conflicts of Interest

15.1 You will not take part in activities which conflict with the interests of the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Body, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Body.

15.3 You will not participate in any discussion or determination by the Body of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Body.

### 16. Political Activity

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

### 17. Performance Appraisal

17.1 Your performance will be appraised by the Chair of the Body ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Body as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept reappointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	<input type="checkbox"/>
Stood as a candidate for one of the above offices	<input type="checkbox"/>
Spoke on behalf of a party or candidate	<input type="checkbox"/>
Acted as a political agent	<input type="checkbox"/>
Held office such as chair, treasurer or secretary of a local branch of a party	<input type="checkbox"/>
Canvassed on behalf of a party or helped at elections	<input type="checkbox"/>
Undertook any other political activity which you consider relevant	<input type="checkbox"/>
Made a recordable donation to a political party (see note overleaf)	<input type="checkbox"/>
None of the above	<input type="checkbox"/>

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which

it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_



T: 0300 244 4000  
E: scottish.ministers@gov.scot

Dr Poonam Malik  
Email: [redacted]

20 August 2021

Dear Poonam,

### **Invitation to Accept Reappointment as a Member of the Board of Scottish Enterprise**

I was very pleased to hear that you wish to be reappointed as a Member of the Board of Scottish Enterprise (“the Board”). I now have great pleasure in inviting you to accept reappointment as a Member of the Board from 1 October 2021 until 30 September 2024 subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time and the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your reappointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I should be grateful if you would confirm in writing your willingness to accept this reappointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both completed originals to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

Duplicates of Annexes A and B are also enclosed which you may wish to keep for your records. If you have any questions about the role or the reappointment, please contact [redacted], Scottish Enterprise Sponsorship, Scottish Government at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

The Scottish Government will wish to publicise your reappointment by way of a news release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for your efforts and achievements to date. I am confident that you will continue to play an important role in supporting Scottish Enterprise's contribution towards a green, wellbeing economy, underpinned by sustainable and inclusive economic growth.

Yours sincerely,



**KATE FORBES**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

St Andrew's House, Regent Road, Edinburgh EH1 3DG  
[www.gov.scot](http://www.gov.scot)



**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

**1. Status**

1.1 Subject to Clause 1.2, you are reappointed as a Member of the Board of Scottish Enterprise. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment, references to the “Board” are to the Board of Scottish Enterprise; and references to “the Body” are to Scottish Enterprise.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.4 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

**2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

**3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”)

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times;
- contribute to the work of the Board's Committees (Audit and Risk, Remuneration and Nominations & Governance);
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times;
- take responsibility for specific tasks, including representing the Board as agreed with the Chair; and
- carry out other tasks that may reasonably be required.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 October 2021 to 30 September 2024 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed,

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](http://www.gov.scot)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>



**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your period of appointment ends on such earlier date as the Scottish Ministers may, by one month's written notice, specify.

5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 You will devote up to 2½ days per month each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 You are entitled to receive from the Body a fee of £13,260 per annum for performing your functions (as required or requested by the Body) on a pro rata basis; this equates to a daily rate of £442.00.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## **9. Termination of Appointment**

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition members of the Board are, by dint of schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board, to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period in of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a Member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.

### 14. Intellectual Property Rights

14.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created,

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

produced or generated by or for you on behalf of the Scottish Ministers or Scottish Enterprise for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 October 2021 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as a Member of the Board which the Scottish Ministers reasonably require.

### 15. Conflicts of Interest

15.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.

15.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Board.

### 16. Political Activity

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

### 17. Performance Appraisal

17.1 Your performance will be appraised by the Chair of the Board ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_



T: 0300 244 4000  
E: scottish.ministers@gov.scot

Dr Sue Paterson  
Email: [redacted]

20 August 2021

Dear Sue,

### **Invitation to Accept Reappointment as a Member of the Board of Scottish Enterprise**

I was very pleased to hear that you wish to be reappointed as a Member of the Board of Scottish Enterprise (“the Board”). I now have great pleasure in inviting you to accept reappointment as a Member of the Board from 1 October 2021 until 30 September 2024 subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time and the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your reappointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I should be grateful if you would confirm in writing your willingness to accept this reappointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both completed originals to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

Duplicates of Annexes A and B are also enclosed which you may wish to keep for your records. If you have any questions about the role or the reappointment, please contact [redacted], Scottish Enterprise Sponsorship, Scottish Government at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

The Scottish Government will wish to publicise your reappointment by way of a news release and may draw from the information you provide in Annex B.



I would like to take this opportunity to thank you for your efforts and achievements to date. I am confident that you will continue to play an important role in supporting Scottish Enterprise's contribution towards a green, wellbeing economy, underpinned by sustainable and inclusive economic growth.

Yours sincerely,



**KATE FORBES**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

St Andrew's House, Regent Road, Edinburgh EH1 3DG  
[www.gov.scot](http://www.gov.scot)



**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

**1. Status**

1.1 Subject to Clause 1.2, you are reappointed as a Member of the Board of Scottish Enterprise. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment, references to the “Board” are to the Board of Scottish Enterprise; and references to “the Body” are to Scottish Enterprise.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.4 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

**2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

**3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”)

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times;
- contribute to the work of the Board's Committees (Audit and Risk, Remuneration and Nominations & Governance);
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times;
- take responsibility for specific tasks, including representing the Board as agreed with the Chair; and
- carry out other tasks that may reasonably be required.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 October 2021 to 30 September 2024 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed,

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](http://www.gov.scot)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 You will devote up to 2½ days per month each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 You are entitled to receive from the Body a fee of £13,260 per annum for performing your functions (as required or requested by the Body) on a pro rata basis; this equates to a daily rate of £442.00.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## **9. Termination of Appointment**

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition members of the Board are, by dint of schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board, to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period in of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a Member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.

### 14. Intellectual Property Rights

14.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created,

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

produced or generated by or for you on behalf of the Scottish Ministers or Scottish Enterprise for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 October 2021 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as a Member of the Board which the Scottish Ministers reasonably require.

### 15. Conflicts of Interest

15.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.

15.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Board.

### 16. Political Activity

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

### 17. Performance Appraisal

17.1 Your performance will be appraised by the Chair of the Board ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):



## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_



T: 0300 244 4000  
E: scottish.ministers@gov.scot

Karthik Subramanya  
Email: [redacted]

20 August 2021

Dear Karthik,

### **Invitation to Accept Reappointment as a Member of the Board of Scottish Enterprise**

I was very pleased to hear that you wish to be reappointed as a Member of the Board of Scottish Enterprise (“the Board”). I now have great pleasure in inviting you to accept reappointment as a Member of the Board from 1 October 2021 until 30 September 2024 subject to you providing satisfactory evidence of your right to work in the United Kingdom and evidence of that continued right as may be reasonably requested from time to time and the provisions of schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 and the terms and conditions set out in Annex A to this letter.

For the avoidance of any doubt, this invitation is made on the basis that your reappointment will not give rise to any contractual relationship between you and Scottish Ministers and/or the Crown, and by acceptance you agree to that condition.

I should be grateful if you would confirm in writing your willingness to accept this reappointment on the above terms by signing and dating the box provided on the final page of **Annex A**. Please also complete **Annex B** and return both completed originals to [redacted] in Scottish Government Public Appointments at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

Duplicates of Annexes A and B are also enclosed which you may wish to keep for your records. If you have any questions about the role or the reappointment, please contact [redacted] Scottish Enterprise Sponsorship, Scottish Government at [redacted] [@gov.scot](mailto:[redacted]@gov.scot).

The Scottish Government will wish to publicise your reappointment by way of a news release and may draw from the information you provide in Annex B.

I would like to take this opportunity to thank you for your efforts and achievements to date. I am confident that you will continue to play an important role in supporting Scottish Enterprise's contribution towards a green, wellbeing economy, underpinned by sustainable and inclusive economic growth.

Yours sincerely,



**KATE FORBES**

Scottish Ministers, special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See [www.lobbying.scot](http://www.lobbying.scot)

St Andrew's House, Regent Road, Edinburgh EH1 3DG  
[www.gov.scot](http://www.gov.scot)



**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

**1. Status**

1.1 Subject to Clause 1.2, you are reappointed as a Member of the Board of Scottish Enterprise. In these terms and conditions, except where stated, “you” and related expressions refer to the holder of that appointment, references to the “Board” are to the Board of Scottish Enterprise; and references to “the Body” are to Scottish Enterprise.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

1.3 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.4 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

**2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

**3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the “Act”)

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy ‘challenge function’, carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body’s staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times;
- contribute to the work of the Board's Committees (Audit and Risk, Remuneration and Nominations & Governance);
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times;
- take responsibility for specific tasks, including representing the Board as agreed with the Chair; and
- carry out other tasks that may reasonably be required.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 October 2021 to 30 September 2024 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed,

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](http://www.gov.scot)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 You will devote up to 2½ days per month each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 You are entitled to receive from the Body a fee of £13,260 per annum for performing your functions (as required or requested by the Body) on a pro rata basis; this equates to a daily rate of £442.00.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## **9. Termination of Appointment**

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition members of the Board are, by dint of schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one months written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.



## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

### 12. Liability

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

### 13. Confidentiality

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board, to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period in of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a Member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.

### 14. Intellectual Property Rights

14.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created,

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

produced or generated by or for you on behalf of the Scottish Ministers or Scottish Enterprise for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 October 2021 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as a Member of the Board which the Scottish Ministers reasonably require.

### 15. Conflicts of Interest

15.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.

15.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Board.

### 16. Political Activity

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

### 17. Performance Appraisal

17.1 Your performance will be appraised by the Chair of the Board ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date:

Full name (in block capitals):

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_

**From:** Willie Mackie [redacted]  
**Sent:** 20 August 2021 14:58  
**To:** [redacted] [@gov.scot](mailto:[redacted]@gov.scot)>  
**Subject:** FW: Scottish Enterprise - Reappointment - Members (2021\_22) - Letter - Willie Mackie - 20 August 2021

Dear [redacted]

In response to the letter below from the Cabinet Secretary, I am pleased to attach signed copies of the required acceptances.

Kind regards

Willie

**Dr Willie Mackie - Director**

**Willie Mackie (Consulting) Limited**  
[redacted]

e.mail : [redacted]  
mobile : [redacted]

**From:** [redacted] [@gov.scot](mailto:[redacted]@gov.scot)> **On Behalf Of** [redacted] [@gov.scot](mailto:[redacted]@gov.scot)  
**Sent:** 20 August 2021 10:47  
**To:** Willie Mackie [redacted]  
**Cc:** [redacted] [@gov.scot](mailto:[redacted]@gov.scot)  
**Subject:** Scottish Enterprise - Reappointment - Members (2021\_22) - Letter - Willie Mackie - 20 August 2021

Dear Mr Mackie,

Please find attached a letter from Kate Forbes MSP, Cabinet Secretary for Finance and the Economy.

Kind regards,

[redacted]

**Correspondence Secretary to Cabinet Secretary for Finance and Economy, Kate Forbes**  
The Scottish Government | St Andrew's House | Regent Road | Edinburgh | EH1 3DG |

All emails and attachments sent by a Ministerial Private Office to any other official on behalf of a Minister relating to a decision, request or comment made by a Minister, or a note of a Ministerial meeting, must be filed appropriately by the recipient. Private Office do not keep official records of such emails or attachments.

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the email, remove any copies from your system and inform the sender immediately by return.

Communications with the Scottish Government may be monitored or recorded in order to secure the effective operation of the system and for other lawful purposes. The views or opinions contained within this e-mail may not necessarily reflect those of the Scottish Government.

\*\*\*\*\*

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

**[redacted]**

Signature:

Date:

20/8/21

Full name (in block capitals):

WILLIE MACKIE



## Declaration Form Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

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### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	<input type="checkbox"/>
Stood as a candidate for one of the above offices	<input type="checkbox"/>
Spoke on behalf of a party or candidate	<input type="checkbox"/>
Acted as a political agent	<input type="checkbox"/>
Held office such as chair, treasurer or secretary of a local branch of a party	<input type="checkbox"/>
Canvassed on behalf of a party or helped at elections	<input type="checkbox"/>
Undertook any other political activity which you consider relevant	<input type="checkbox"/>
Made a recordable donation to a political party (see note overleaf)	<input type="checkbox"/>
None of the above	<input checked="" type="checkbox"/>

Please name relevant parties/bodies and describe your involvement (if any):

NONE

### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

**ANNEX B**

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

**Public Appointments and Non-Executive Directorships**

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)
AYRSHIRE COLLEGE	CHAIR	£265 per day	2 days per week
SKILLS DEVELOPMENT SCOTLAND	BOARD MEMBER	£6312 per annum	2 days per month
PRESTWICK AVIATION HOLDINGS LTD	BOARD MEMBER	£331 per day	up to 28 days per annum

**Biography**

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

Following an extensive career in financial services, Willie Mackie established his own consultancy business in 2013. Over the past 20 years, Willie has held a number of senior roles supporting skills, education and economic development. He was appointed to the Board of Scottish Enterprise in 2016 and is also a Chair of the Audit and Risk Committee. He is also a board member of Skills Development Scotland and Regional Chair of Ayrshire College.

[redacted]

Signature: \_\_\_\_\_

Date: 20/8/21

Please print name: WILLIE MACKIE

**From:** Willie Mackie [redacted]  
**Sent:** 09 May 2023 10:06  
**To:** Cabinet Secretary for Wellbeing Economy, Fair Work & Energy [redacted] [@gov.scot](mailto:)>  
**Subject:** RE: Correspondence from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy

Dear [redacted]

Many thanks for your email below enclosing confirmation of my extension as Interim Chair of Scottish Enterprise.

I am delighted to confirm acceptance.

Kind regards

Willie

**Dr Willie Mackie - Director**

**Willie Mackie (Consulting) Limited**  
[redacted]

e.mail : [redacted]  
mobile : [redacted]

**From:** [redacted] [@gov.scot](mailto:)> **On Behalf Of** [redacted] [@gov.scot](mailto:)  
**Sent:** Tuesday, May 9, 2023 8:58 AM  
**To:** Willie Mackie [redacted]  
**Cc:** [redacted] [@gov.scot](mailto:)  
**Subject:** Correspondence from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy

Dr Mackie,

Please find attached letter from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy – Neil Gray.

Grateful if you could confirm receipt of this letter.

Kind Regards,

[redacted]

**Deputy Private Secretary to Cabinet Secretary for Wellbeing Economy, Fair Work and Energy – Neil Gray MSP**  
**The Scottish Government**

St Andrew's House | Regent Road | Edinburgh | EH1 3DG

**T:** [redacted] | **M:** [redacted] | **Email:** [redacted] [@gov.scot](mailto:)

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Ministerial meeting, must be filed appropriately by the recipient. Private Offices do not keep official records of such e-mails or attachments.

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\*\*\*\*\*

**From:** Willie Mackie [redacted]  
**Sent:** Thursday, May 18, 2023 3:33 PM  
**To:** [redacted] @gov.scot>  
**Subject:** FW: Correspondence from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy

Hi [redacted]

I hope you are well.

I am attaching signed confirmations following the approval to my extension as Interim Chair of SE.

Kind regards

Willie

**Dr Willie Mackie - Director**

**Willie Mackie (Consulting) Limited**  
[redacted]

e.mail : [redacted]  
mobile : [redacted]

**From:** [redacted] @gov.scot> **On Behalf Of** [redacted] @gov.scot  
**Sent:** Tuesday, May 9, 2023 8:58 AM  
**To:** Willie Mackie [redacted]  
**Cc:** [redacted] @gov.scot  
**Subject:** Correspondence from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy

Dr Mackie,

Please find attached letter from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy – Neil Gray.

Grateful if you could confirm receipt of this letter.

Kind Regards,

[redacted]

**Deputy Private Secretary to Cabinet Secretary for Wellbeing Economy, Fair Work and Energy – Neil Gray MSP**  
**The Scottish Government**  
St Andrew's House | Regent Road | Edinburgh | EH1 3DG  
**T:** [redacted] | **M:** [redacted] | **Email:** [redacted] @gov.scot

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\*\*\*\*\*

**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

ensuring that the Body as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

I accept an extension as a Member of Scottish Enterprise on the terms set out in Annex A.

[redacted]

Signature:

Date:

12/5/23

Full name (in block capitals):

WILLIE MACKIE

**Declaration Form**  
**Political Activity, Other Public Appointments and Biography**

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

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**Political Activity**

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	<input type="checkbox"/>
Stood as a candidate for one of the above offices	<input type="checkbox"/>
Spoke on behalf of a party or candidate	<input type="checkbox"/>
Acted as a political agent	<input type="checkbox"/>
Held office such as chair, treasurer or secretary of a local branch of a party	<input type="checkbox"/>
Canvassed on behalf of a party or helped at elections	<input type="checkbox"/>
Undertook any other political activity which you consider relevant	<input type="checkbox"/>
Made a recordable donation to a political party (see note overleaf)	<input type="checkbox"/>
None of the above	<input checked="" type="checkbox"/>

Please name relevant parties/bodies and describe your involvement (if any):

NONE

**Recordable Donations**

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).



**ANNEX B**

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

**Public Appointments and Non-Executive Directorships**

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)
PRESTON AVIATION HOLDINGS LTD	General Member	£338 per day	Maximum of 28 days per annum

**Biography**

For possible inclusion in a press release, please supply a short biography (up to six sentences) ensuring you outline the particular skills that you bring to the Body:

Following an extensive career in financial services, Willie established his own consultancy business in 2013. Over the past 20 years, Willie has held a number of senior roles supporting skills, education and economic development. He joined the board of Scottish Enterprise in 2016 as Chair of the Audit and Risk Committee. In 2019 he was appointed Deputy Chair and subsequently the role of Interim Chair in 2022. He was awarded an honorary doctorate by the University of the West of Scotland for services to skills, education and economic development.

[redacted]

Signature: \_\_\_\_\_ Date: 12/5/23

Please print name: WILLIE MACKIE

**From:** Willie Mackie [redacted]  
**Sent:** Wednesday, April 3, 2024 2:17 PM  
**To:** [redacted] @gov.scot>  
**Subject:** FW: Correspondence from the Cabinet Secretary for Wellbeing Economy, Net Zero and Energy

Hi [redacted]

I hope you are well.

I have completed the attached sign offs etc following my recent extension as Interim Chair of Scottish Enterprise.

Kind regards

Willie

**Dr Willie Mackie - Director**

**Willie Mackie (Consulting) Limited**  
[redacted]

e.mail : [redacted]  
mobile : [redacted]

**From:** [redacted] @gov.scot> **On Behalf Of** [redacted] @gov.scot  
**Sent:** Tuesday, April 2, 2024 4:41 PM  
**To:** Willie Mackie [redacted]  
**Cc:** [redacted] @gov.scot  
**Subject:** Correspondence from the Cabinet Secretary for Wellbeing Economy, Net Zero and Energy

Good morning,

Please find attached letter from the Cabinet Secretary for Wellbeing Economy, Net Zero and Energy – Mairi McAllan MSP.

Grateful for confirmation of receipt of this letter.

Kind Regards,

[redacted]

**Deputy Private Secretary to Cabinet Secretary for Wellbeing Economy, Net Zero and Energy – Mairi McAllan MSP**  
**The Scottish Government**  
St Andrew's House | Regent Road | Edinburgh | EH1 3DG  
**Email:** [redacted] @gov.scot

\*\*\*\*\*

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**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF AN EXTENSION OF APPOINTMENT**

ensuring that the Body as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

**I accept an extension as a Member of Scottish Enterprise on the terms set out in Annex A.**  
[redacted]

Signature: \_\_\_\_\_ Date: 2/4/24

Full name (in block capitals): WILLIE MACKIE

### Declaration Form Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

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#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	<input type="checkbox"/>
Stood as a candidate for one of the above offices	<input type="checkbox"/>
Spoke on behalf of a party or candidate	<input type="checkbox"/>
Acted as a political agent	<input type="checkbox"/>
Held office such as chair, treasurer or secretary of a local branch of a party	<input type="checkbox"/>
Canvassed on behalf of a party or helped at elections	<input type="checkbox"/>
Undertook any other political activity which you consider relevant	<input type="checkbox"/>
Made a recordable donation to a political party (see note overleaf)	<input type="checkbox"/>
None of the above	<input checked="" type="checkbox"/>

Please name relevant parties/bodies and describe your involvement (if any):

None

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

**ANNEX B**

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

**Public Appointments and Non-Executive Directorships**

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)
Preswick Aviation Holdings Ltd	INTERIM CHAIR	£450 per day	Maximum of 30 days per annum

**Biography**

For possible inclusion in a press release, please supply a short biography (up to six sentences) ensuring you outline the particular skills that you bring to the Body:

Following an extensive career in Financial Services, Willie established his own consultancy business in 2013. Over the past 20 years, Willie has held a number of senior roles supporting skills, education and economic development. He joined the board of Northwick Enterprise in 2016 as Chair of Project and Risk and was subsequently appointed Deputy Chair prior to interim Chair of the board. He is a part board member of Skills Development Institute, Regional Chair of Ayrton College and Chair of Centre Stage. He is also currently Interim Chair of Preswick Airport.

[redacted]

Signature: \_\_\_\_\_ Date: 2/4/24

Please print name: WILLIE MULLIE

**From:** [redacted] @gov.scot> **On Behalf Of** Cabinet Secretary for Wellbeing Economy, Fair Work & Energy  
**Sent:** Monday, November 20, 2023 9:40 AM  
**To:** [redacted]  
**Cc:** Cabinet Secretary for Wellbeing Economy, Fair Work & Energy <[redacted]@gov.scot>  
**Subject:** Correspondence from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy

Good Morning,

Please find attached correspondence from the Cabinet Secretary for Wellbeing Economy, Fair Work and Energy – Neil Gray MSP.

Grateful for confirmation of receipt of this letter.

Kind Regards,

[redacted]

**Deputy Private Secretary to Cabinet Secretary for Wellbeing Economy, Fair Work and Energy – Neil Gray MSP**  
**The Scottish Government**

St Andrew's House | Regent Road | Edinburgh | EH1 3DG

**T:** [redacted] | **M:** [redacted] | **Email:** [redacted] [@gov.scot](mailto:[redacted]@gov.scot)

All e-mails and attachments sent by a Ministerial Private Office to any other official on behalf of a Minister relating to a decision, request or comment made by a Minister, or a note of a Ministerial meeting, must be filed appropriately by the recipient. Private Offices do not keep official records of such e-mails or attachments.

From: Peter McKellar [redacted]  
Sent: Friday, November 24, 2023 7:58 AM  
To: [redacted] @gov.scot>  
Subject: MobileScanner: 2023-11-24 07.55.05

Dear [redacted]

Further to my invitation to accept reappointment dated 20 November 2023 I enclose the necessary completed pages of Annexures A and B.

Please can you acknowledge safe receipt.

Kind regards

Peter



**MEMBER OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept reappointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature: [redacted]

Date: 23 November 2020

Full name (in block capitals): PETER ANTHONY MURPHY

**Declaration Form**  
**Political Activity, Other Public Appointments and Biography**

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

**Political Activity**

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	X

Please name relevant parties/bodies and describe your involvement (if any):

**Recordable Donations**

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which

**ANNEX B**

it was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

**Public Appointments and Non-Executive Directorships**

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)
NIL			

**Biography**

For possible inclusion in a press release, please supply a short biography (up to six sentences) ensuring you outline the particular skills that you bring to the Body:

ALEX MCELWAL HAS SPENT HIS WORKING LIFE ADVISING CLIENTS AND BOARDS ON STRATEGY, CORPORATE ACTIONS AND FINANCIAL MARKETS.

[redacted]

Signature: \_\_\_\_\_ Date: 23 NOVEMBER 2023

Please print name: ALEX MCELWAL

**From:** Poonam Malik [redacted]

**Sent:** Monday, September 27, 2021 4:15 PM

**To:** zzzCabinet Secretary for Finance and Economy 2021 to 2023 [redacted] @gov.scot>; [redacted]  
[redacted] @gov.scot>; [redacted] @gov.scot>

**Subject:** Urgent: Accepted Signed\_Scottish Enterprise - Reappointment - Members (2021\_22) - Letter - Poonam Malik - 20 August 2021

Dear [redacted]

Thank you for your message and the kind invitation letter from Cabinet Secretary for Finance & Economy, Ms Kate Forbes, regarding my reappointment to the Board of Scottish Enterprise. I would like to convey my thanks to Ms Forbes for this invite.

I am writing to confirm my willingness to accept this reappointment on the terms and conditions of my reappointment, as stated in the invitation letter. I have attached - 1. a signed and dated Annex A, in the box provided on the final page of Annex A and also 2. a completed Annex B. I am returning both completed originals as word version with this email.

I hope this is sufficient and satisfactory for the reappointment process. Should you require any further information please do not hesitate to contact me.

Many thanks & kind regards.

*Best wishes,*

*Poonam*

-

**Dr Poonam Malik** BSc, MSc, MBA, PhD, FRSE, FRSB

LinkedIn: <https://www.linkedin.com/in/dr-poonam-malik/>

Twitter: @Poons21 | <https://twitter.com/poons21>

Instagram: Poons2018

Publications: [https://www.researchgate.net/profile/Poonam\\_Malik3](https://www.researchgate.net/profile/Poonam_Malik3) and <https://scholar.google.co.uk/citations> and <https://edinburgh.academia.edu/DrPoonamMalik>

\*Responses to any out-of-hours emails from me are only expected during your working hours

On Fri, Aug 20, 2021 at 10:28 AM [redacted] @gov.scot> wrote:

Dear Dr Malik,

Please find attached a letter from Kate Forbes MSP, Cabinet Secretary for Finance and the Economy.

Kind regards,

[redacted]

**Correspondence Secretary to Cabinet Secretary for Finance and Economy, Kate Forbes**

The Scottish Government | St Andrew's House | Regent Road | Edinburgh | EH1 3DG |

All emails and attachments sent by a Ministerial Private Office to any other official on behalf of a Minister relating to a decision, request or comment made by a Minister, or a note of a Ministerial meeting, must be filed appropriately by the recipient. Private Office do not keep official records of such emails or attachments.

\*\*\*\*\*

This e-mail (and any files or other attachments transmitted with it) is intended solely for the attention of the addressee(s). Unauthorised use, disclosure, storage, copying or distribution of any part of this e-mail is not permitted. If you are not the intended recipient please destroy the email, remove any copies from your system and inform the sender immediately by return.

Communications with the Scottish Government may be monitored or recorded in order to secure the effective operation of the system and for other lawful purposes. The views or opinions contained within this e-mail may not necessarily reflect those of the Scottish Government.

## **1. Status**

1.1 Subject to Clause 1.2, you are reappointed as a Member of the Board of Scottish Enterprise. In these terms and conditions, except where stated, "you" and related expressions refer to the holder of that appointment, references to the "Board" are to the Board of Scottish Enterprise; and references to "the Body" are to Scottish Enterprise.

1.2 It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS  
AND CONDITIONS OF REAPPOINTMENT**

1.3 You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.

1.4 The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.

## **2. The Terms**

2.1 The terms are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.

2.2 Where relevant, statutory terms, conditions and other requirements of your role also apply to you.

## **3. Functions**

3.1 The main functions (including powers and duties) of the Body are those set out in Section 1 and Schedule 1 to the Enterprise and New Towns (Scotland) Act 1990 (the "Act")

3.2 You will provide active, healthy and effective direction, support and guidance to ensure that the Board delivers, and is committed to delivering, its functions effectively and efficiently and in accordance with the aims, policies and priorities of the Scottish Ministers.

3.3 You will provide a strong, healthy 'challenge function', carefully scrutinising planned and underlying assumptions before decisions are taken. In exercising this function, you will, where necessary, challenge other Board members and senior officials of the Body.

3.4 Together with other members of the Board, you are responsible for ensuring that the Body has in place a comprehensive policy in relation to the making of a qualifying disclosure (Whistleblowing) by the Body's staff and members; and for ensuring that staff and Board members have confidence in the fairness and impartiality of procedures for making and dealing with qualifying disclosures.

## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

3.5 Specific functions may vary but, unless otherwise agreed, you will:

- comply at all times with the code of conduct for members of devolved public bodies<sup>1</sup> that is adopted by the Body and with the rules relating to the use of public funds, conflicts of interest and confidentiality; acceptance of gifts and hospitality, and of business appointments;
- not misuse information gained in the course of your public service for personal gain or for political profit, nor seek to use the opportunity of public service to promote your private interests or those of connected persons or organisations;
- act in good faith and in the best interests of the Body at all times;
- contribute to the work of the Board's Committees (Audit and Risk, Remuneration and Nominations & Governance);
- support the Chief Executive, the Senior Management Team and wider staff of the Body, ensuring that the values and standards expected are maintained at all times;
- take responsibility for specific tasks, including representing the Board as agreed with the Chair; and
- carry out other tasks that may reasonably be required.

### 4. Accountability

4.1 You must act within and in accordance with the policy framework<sup>2</sup> assigned to the Board by the Scottish Ministers. You are individually accountable to the Scottish Ministers for your actions and decisions of appointment. You are also jointly accountable with other members of the Board to the Scottish Ministers for the actions and decisions of the Board.

### 5. Period of Appointment

5.1 You are appointed from 1 October 2021 to 30 September 2024 (inclusive) or to such earlier date as is specified in or by virtue of clause 5.2 or to your date of resignation or removal (whichever date comes first). You vacate your role when your period of appointment ends (whatever the reason).

5.2 If the Body or Board is dissolved, abolished or wound up while you are in your role, your period of appointment ends on the date that the Body or Board is dissolved, abolished or wound up, or such other date as may be specified in any enactment.

5.3 If any other change is made to the Board which the Scottish Ministers consider requires your period of appointment to end, your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.4 If a future administration decides on a change of policy on how the Board should operate and considers that an alternative appointee should be appointed,

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<sup>1</sup> [Model code of conduct for members of devolved public bodies - gov.scot \(www.gov.scot\)](http://www.gov.scot)

<sup>2</sup> <https://www.scottish-enterprise.com/media/2323/se-framework-1.docx>

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS  
AND CONDITIONS OF REAPPOINTMENT**

your period of appointment ends on such earlier date as the Scottish Ministers may, by one months written notice, specify.

5.5 You may resign your appointment by giving three months written notice to the Scottish Ministers.

## **6. Time Commitment**

6.1 You will devote up to 2½ days per month each of no less than 7.5 hours (excluding meal breaks) to performing your functions as and when required. You will attend meetings of the Body regularly, and will contribute fully at these and to performing your other functions.

## **7. Remuneration**

7.1 You are entitled to receive from the Body a fee of £13,260 per annum for performing your functions (as required or requested by the Body) on a pro rata basis; this equates to a daily rate of £442.00.

7.2 You will receive no fee for any time devoted to performing your functions which exceeds 2½ days per month in any financial year. However, the Scottish Ministers may, exceptionally, approve additional remuneration if they consider it necessary or expedient that you devote significantly more time to performing your functions during any particular financial year.

7.3 You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.

7.4 Remuneration will be paid through payroll and is taxable. PAYE deductions in respect of income tax and National Insurance will be made, but you are otherwise responsible for your tax liabilities.

## **8. Expenses**

8.1 You are entitled to be reimbursed by the Body for expenses that appear to it to be necessary or expedient for the proper discharge of your functions. Please note that you are responsible for the payment of tax and other liabilities in relation to expenses and allowances.

8.2 Reimbursement will be at the Body's agreed rates, which are set centrally by the Body and may be reviewed periodically.

## **9. Termination of Appointment**

9.1 The Scottish Ministers may terminate your appointment if they are satisfied that you:

- no longer have a right to work in the United Kingdom;



## MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS AND CONDITIONS OF REAPPOINTMENT

- have been adjudged bankrupt, have had your estate sequestrated, have made an arrangement with your creditors, or have made a trust deed for the benefit or use of your creditors or a composition contract;
- have been absent from three consecutive meetings of the Board otherwise than for a reason approved by the Scottish Ministers;
- are incapacitated by physical or mental illness;
- are otherwise unable or unfit to discharge your functions of appointment; or
- are no longer suitable to continue in your role, including where you have failed to perform satisfactorily.

9.2 Members of the Board are, by dint of schedule 1 to the Scottish Parliament Disqualification Order 2020, disqualified from being a member of the Scottish Parliament. In addition members of the Board are, by dint of schedule 1 to the House of Commons Disqualification Act 1975, disqualified from being a member of the House of Commons.

### 10. Changes to the Terms

10.1 The Scottish Ministers may, by one month's written notice, change the terms, including relevant fees.

### 11. Conduct

11.1 You will comply with any conduct rules that apply to you including the requirements of any code that applies to you by virtue of Part 1 of the Ethical Standards in Public Life etc. (Scotland) Act 2000.

11.2 You will observe the following principles of public life:

**Duty** You have a duty to uphold the law and act in accordance with the law and the public trust placed in you. You have a duty to act in the interests of the public body and the Board of which you are a member and in accordance with the core functions and duties of that Board.

**Selflessness** You have a duty to take decisions solely in terms of public interest. You must not act in order to gain financial or other material benefit for yourself, family or friends.

**Integrity** You must not place yourself under any financial, or other, obligation to any individual or organisation that might reasonably be thought to influence you in the performance of your duties.

**Objectivity** You must make decisions solely on merit and in a way that is consistent with the functions of the Board and public body when carrying out public business including making appointments, awarding contracts or recommending individuals for rewards and benefits.

**Accountability and Stewardship** You are accountable for your decisions and actions to the public. You have a duty to consider issues on their merits, taking account of the views of others and must ensure that the public body and Board uses its resources prudently and in accordance with the law.

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS  
AND CONDITIONS OF REAPPOINTMENT**

**Openness** You have a duty to be as open as possible about your decisions and actions, giving reasons for your decisions and restricting information only when the wider public interest clearly demands.

**Honesty** You have a duty to act honestly. You must declare any private interests relating to your public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** You have a duty to promote and support these principles by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Board and its members in conducting public business.

**Respect** You must respect fellow members of your Board and employees of the public body and the role they play, treating them with courtesy at all times. Similarly you must respect members of the public when performing duties as a member of the Board.

11.3 You will not accept gifts, hospitality or entertainment in performing your functions or in consequence of your appointment (unless wholly trivial and of minimal value) and will report any such offers to the Body.

## **12. Liability**

12.1 If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.

## **13. Confidentiality**

13.1 You will exercise due care in the use of information to which you have access in the course of performing your functions or in consequence of your appointment, and you will protect information that you receive in confidence from unauthorised disclosure.

13.2 When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Board, to the Body and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period in of appointment.

13.3 Further to clause 9 above, you may be considered unfit to be a Member and removed from your role if the Scottish Ministers are satisfied that you disclosed information, without authority (statutory or otherwise), that you received in the course of performing your functions or in consequence of your appointment, or used it for personal gain or advancement.

## **14. Intellectual Property Rights**

14.1 "Intellectual Property Rights" includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created,

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS  
AND CONDITIONS OF REAPPOINTMENT**

produced or generated by or for you on behalf of the Scottish Ministers or Scottish Enterprise for use in relation to the performance by you or in connection with your role as a Member of the Board.

14.2 All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers. This assignation takes effect on 1 October 2021 or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.

14.3 You grant to the Scottish Ministers a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as a Member of the Board which the Scottish Ministers reasonably require.

## **15. Conflicts of Interest**

15.1 You will not take part in activities which conflict with the interests of the Board or the Body or the exercise of your functions and, in particular, you must not misuse your appointment, or any information acquired in the course of your appointment, to further your private interests or those of others.

15.2 You will declare any personal or business interest which might be perceived to influence your judgement in performing your functions. If any such interest arises in relation to a matter under consideration by the Board, you will declare that interest at the relevant meeting for recording in the minutes. You will ensure that such interests are recorded in a register held by the Board.

15.3 You will not participate in any discussion or determination by the Board of a matter in which you have a relevant personal or business interest and will withdraw from any such discussion or determination if your interest is direct and pecuniary. If the matter under consideration gives rise to a potential conflict of interest you will inform the Board.

## **16. Political Activity**

16.1 Further to clause 9, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.

## **17. Performance Appraisal**

17.1 Your performance will be appraised by the Chair of the Board ('the appraiser') against the individual objectives applying to your role and also the extent to which you contribute to ensuring that the Board as a whole delivers its functions effectively and efficiently, and in accordance with Ministerial aims, policies and priorities.

17.2 The appraiser will arrange an annual appraisal interview with you to discuss and review your performance and any further interviews which may be required where there are concerns about your performance. A short annual appraisal of

**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE TERMS  
AND CONDITIONS OF REAPPOINTMENT**

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature: Poonam Malik

Date: 27/09/2021

Full name (in block capitals): Dr Poonam Malik

[redacted]

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	X
Stood as a candidate for one of the above offices	X
Spoke on behalf of a party or candidate	X
Acted as a political agent	X
Held office such as chair, treasurer or secretary of a local branch of a party	X
Canvassed on behalf of a party or helped at elections	X
Undertook any other political activity which you consider relevant	X
Made a recordable donation to a political party (see note overleaf)	X
None of the above	√

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

### Public Appointments and Non-Executive Directorships

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)
Skills Development Scotland	Board Member	£336 per day	Up to Two days/per month

### Biography

For possible inclusion in a press release, please supply a short biography (up to six sentences) **ensuring you outline the particular skills that you bring to the Body:**

**Dr Poonam Malik** is an entrepreneurial academic business strategy leader and an investor in Innovation. She has extensive experience of working in research, innovation, enterprise, governance, health and business sectors globally. A GlobalScot, and a Climate Champion for Scottish Enterprise Board and Board Member for Skills Development Scotland - Dr Malik has held leadership roles across public, private, higher education and social enterprise sectors. Dr Malik has recently been appointed as Head of Investments at the University of Strathclyde, Glasgow- to lead on University's enhanced Investment function from entrepreneurial and commercialisation activities focused on startups, spinouts and spin in companies.

Poonam brings expertise in Life Sciences, Biotech, Health digital & Medical Technology businesses. Poonam is passionate about equality, diversity, inclusive values & climate change. She is a Syndicate Investor with Investing Women Angels and Board-level Chair, Advisor, Consultant & Startup founder for Technology businesses. Poonam has held Academic positions at the Universities of Edinburgh, Glasgow and Cumbria/Lancaster and in India and was awarded the title of **Assoc. Professor of Biomedical Sciences**. She is an elected **Fellow of the Royal Society of Edinburgh (FRSE)** and Royal Society of Biology (FRSB). Poonam holds an **MBA (with Distinction)** in 'Strategy and Leadership' from University of Edinburgh Business School, a **PhD** in Biomedical Sciences/Virology from University of Glasgow, UK, a Masters (**MSc**) degree in Biotechnology & a Bachelors (**BSc**) in Chemistry & Zoology from India.

[redacted]

Signature: \_\_\_\_\_ Date: 27/09/2021\_\_\_\_\_

Please print name: **Dr Poonam Malik, FRSE, FRSB**

**From:** Sue Paterson [redacted]

**Sent:** 26 August 2021 21:21

**To:** [redacted] [@gov.scot](mailto:[redacted]@gov.scot)>

**Cc:** Sue Paterson [redacted]

**Subject:** Re-appointment as Member of the Board of Scottish Enterprise

Dear [redacted]

I attach the signed and dated forms to confirm my acceptance of the terms of my re-appointment as a Member of the Board of Scottish Enterprise.

I trust that this is in order.

Kind regards,  
Sue Paterson



**MEMBER OF THE BOARD OF SCOTTISH ENTERPRISE  
TERMS AND CONDITIONS OF REAPPOINTMENT**

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature: [redacted] Date: 25/8/2021

Full name (in block capitals): DR SUE PATERSON MBE

## Declaration Form Political Activity, Other Public Appointments and Biography

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### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	<input type="checkbox"/>
Stood as a candidate for one of the above offices	<input type="checkbox"/>
Spoke on behalf of a party or candidate	<input type="checkbox"/>
Acted as a political agent	<input type="checkbox"/>
Held office such as chair, treasurer or secretary of a local branch of a party	<input type="checkbox"/>
Canvassed on behalf of a party or helped at elections	<input type="checkbox"/>
Undertook any other political activity which you consider relevant	<input type="checkbox"/>
Made a recordable donation to a political party (see note overleaf)	<input type="checkbox"/>
None of the above	<input checked="" type="checkbox"/>

Please name relevant parties/bodies and describe your involvement (if any):

### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

The register records, amongst other things, the political party receiving the donation, the name of the donor, the amount of the donation, the type of donation and the date on which it

**ANNEX B**

was accepted. Information on the Electoral Commission and the register of donations to political parties can be found on its website at: [www.electoralcommission.org.uk](http://www.electoralcommission.org.uk).

**Public Appointments and Non-Executive Directorships**

Please detail other public appointments that you hold which were made by, or on the recommendation of Ministers. If you do not hold any, please enter 'Nil'.

Name of body or office	Position (chair, member, etc.)	Remuneration (£ per day/per annum)	Time commitment (days per week/per month)
NIL			

**Biography**

For possible inclusion in a press release, please supply a short biography (up to six sentences) ensuring you outline the particular skills that you bring to the Body:

Dr Sue Paterson is an oil and gas professional with many years of UK and international experience. She is currently involved in helping deliver the transition to the low carbon economy of Scotland.

Signature: \_\_\_\_\_ [redacted] \_\_\_\_\_ Date: 25/8/2021

Please print name: DR SUE PATERSON MBE

**From:** Karthik Subramanya [redacted]

**Sent:** Wednesday, September 29, 2021 10:00 AM

**To:** [redacted] [@gov.scot](mailto:>@gov.scot)>

**Subject:** Re: Scottish Enterprise - Reappointment - Members (2021\_22) - Letter - Karthik Subramanya - 20 August 2021

[redacted]

Here is my completed doc.

Hope all is in order.

Karthik

From: [redacted] [gov.scot](mailto:gov.scot)>

Date: Fri, Aug 20, 2021 at 10:21 AM

Subject: Scottish Enterprise - Reappointment - Members (2021\_22) - Letter - Karthik Subramanya - 20 August 2021

To: [redacted]

Cc: [redacted] [@gov.scot](mailto:>@gov.scot)>

Dear Mr Subramanya,

Please find attached a letter from Kate Forbes MSP, Cabinet Secretary for Finance and the Economy.

Kind regards,

[redacted]

**Correspondence Secretary to Cabinet Secretary for Finance and Economy, Kate Forbes**

The Scottish Government | St Andrew's House | Regent Road | Edinburgh | EH1 3DG |

All emails and attachments sent by a Ministerial Private Office to any other official on behalf of a Minister relating to a decision, request or comment made by a Minister, or a note of a Ministerial meeting, must be filed appropriately by the recipient. Private Office do not keep official records of such emails or attachments.

your performance will be prepared and signed by the appraiser, and you will have the opportunity to comment on and sign it.

17.3 Your appraisal reports may be disclosed by the appraiser to the Scottish Ministers, including the Scottish Government's sponsor directorate for the Body. The appraiser will refer reports of unsatisfactory performance to the sponsor directorate, and will refer other reports at its request.

17.4 Further to clause 9 above, your appointment may be terminated if the Scottish Ministers are satisfied that your performance means that you are no longer suitable for your role.

17.5 Your appraisal reports may also be used by the Scottish Ministers in assessing your suitability for reappointment.

**I accept appointment as a Member of the Board of Scottish Enterprise on the terms set out in Annex A.**

Signature:

Date: 15/09/2021

Full name (in block capitals): KARTHIK SUBRAMANYA

## Declaration Form

### Political Activity, Other Public Appointments and Biography

All appointees must complete this form following new appointment, re-appointment or extension. The information provided will be published with the announcement of your new appointment/re-appointment or extension.

This information is gathered in order to comply with Section G1 of the Code of Practice for Ministerial Appointments to Public Bodies in Scotland, published October 2013 by the Ethical Standards Commissioner, and is collected under the provisions of GDPR Article 6 (1) (e) and in compliance with GDPR Article 9 (2) (g).

#### Political Activity

Please tick any that you have undertaken in the last five years:

Obtained office as a local Councillor, MSP, MP, MEP etc.	
Stood as a candidate for one of the above offices	
Spoke on behalf of a party or candidate	
Acted as a political agent	
Held office such as chair, treasurer or secretary of a local branch of a party	
Canvassed on behalf of a party or helped at elections	
Undertook any other political activity which you consider relevant	
Made a recordable donation to a political party (see note overleaf)	
None of the above	X

Please name relevant parties/bodies and describe your involvement (if any):

#### Recordable Donations

The Political Parties, Elections and Referendums Act 2000 requires the Electoral Commission to maintain a register of all recorded donations reported to them by political parties. Currently, the following donations are recordable:

- Where no previous relevant donation has been recorded, one of more than £7,500, or an aggregate amount of more than £7,500;
- Where there has been a previous recording of a donation, donations that in individually or in aggregate are more than £1,500;
- Where donations of more than £1,500 have been made to a subsidiary accounting unit (such as a constituency association, local branch, or youth organisation).

