



## Appointment Panel

### Terms of Reference

#### Role

1. The IMPRESS Appointment Panel is an independent subcommittee of the IMPRESS Board.
2. The role of the IMPRESS Appointment Panel ('the Panel') is to:
  - 2.1. Nominate the Chair of the IMPRESS Board ('the Board');
  - 2.2. Nominate Directors of the Board and external members of IMPRESS Committees according to specifications defined by the Board;
  - 2.3. Advise the Board on the terms of Director's payments;
  - 2.4. When requested, advise the Board on other matters such as Board composition, governance, and assessment policies and practices; and,
  - 2.5. When it considers necessary, to appoint and remove members of the Panel (including a Panel Chair and Panel Deputy Chair), in accordance with the requirements set out in the Royal Charter on Self-Regulation of the Press ('the Charter').

#### Principles

3. The work of the Panel will be carried out in a genuinely open, transparent and independent way (subject to matters of individual privacy and confidentiality) without influence from industry or Government.
4. In line with recruitment codes for public bodies, the Panel's principles will be to:
  - 4.1. Operate an open, standardised recruitment process which encourages applications and is available for scrutiny;
  - 4.2. Comply with the letter and spirit of all relevant equality and data protection

legislation;

**4.3.** Draw a strong and diverse field from a variety of sources (using search methods where necessary to solicit applications from under-represented groups);

**4.4.** Apply objective, impartial and consistent selection criteria; and,

**4.5.** Select candidates on merit.

## **Membership**

**5.** The initial Panel will comprise the Chair of the Board and one other Board member, selected by the Board, together with at least three other members drawn from the Appointment Panel formed by The IMPRESS Project in accordance with the requirements set out in the Charter, and selected by the Board.

**6.** The Panel will have a minimum of five and a maximum of eleven members in total.

**7.** Each Appointment Panel Member shall have a term of up to four years but no Member shall serve for more than eight years in aggregate unless agreed by the Board and the Appointment Panel.

**8.** The Chair of the Panel will not be an IMPRESS Board member and IMPRESS Board members will always be fewer in number on the Panel than non-Board members.

**9.** Future members of the Panel (other than Board members selected by the Board to serve on the Panel) will be selected by the Panel, according to specifications defined by the Panel in accordance with the IMPRESS Articles of Association, subject to ratification by the Board.

**10.** If the other Panel members consider that it is no longer in the interests of the effective operation of the Panel for a person to remain on the Panel then, subject to ratification by the Board, the other Panel members may by a three-quarters majority decision remove that Panel member, but only after first inviting the views of the person in question and considering the matter in light of any such views (and if a Panel member who is also a Board member is so removed, it shall be for the Board to appoint a replacement Board member to serve on the Panel).

## **Meeting and Decision-Making**

**11.** A meeting of the Panel may be held either in person or by any video or audio electronic means (or a combination of all three) such that all participants are able to communicate with all other participants.

- 12.** Each meeting will be chaired by the Panel Chair or, in the Chair's absence, by the Panel Deputy Chair, or in the absence of both, by a Chair selected for that meeting by the members of the Panel present.
- 13.** At the beginning of each meeting, members of the Panel shall declare any personal interest they have in any matter to be discussed. (See definitions, below.) Any person declaring a personal interest in any matter shall not take part in, and shall leave the meeting for, any related vote after having imparted such information as the other members of the Panel request in the interests of facilitating a well- informed, genuinely open, transparent and independent decision.
- 14.** Decisions may also be taken by email so long as the question put to the Panel is clearly articulated and no Panel member has asked that the matter be instead put to a meeting.
- 15.** Meetings may be called by the Chair of the Panel at any time (and on the request of any Panel member to the Chair within 14 days of their request).
- 16.** Dates of any meetings will be set so as to ensure the maximum number of possible attendees and will always be set with at least at seven days' notice.
- 17.** The quorum for a meeting of the Panel shall be three, at least two of whom should not be IMPRESS Board members.
- 18.** Certain decisions will have special arrangements associated with the manner of their decision making as follows:
  - 18.1.** The decision to appoint the Chair of IMPRESS shall be determined by a majority of three-quarters of the whole Panel at a meeting or by the unanimous decision of the Panel in writing. (See definitions, below.)
  - 18.2.** The decision to appoint any other members of the Board of IMPRESS or of the Panel shall be determined by a majority of two-thirds of the whole Panel at a meeting or by the unanimous decision of the Panel in writing.
- 19.** Any other decision of the Panel (not otherwise provided for in these Terms of Reference) shall be determined by a simple majority of the Panel. In the case of an equality of votes, the Chair has a second or casting vote.
- 20.** Candidates may be included on a long-list for selection (see below) even if they do not appear on paper to meet all the selection criteria if they are from an otherwise under-represented or disadvantaged group.
- 21.** All meetings of the Panel will be minuted and the minutes sent to all

Panel members as soon as possible thereafter.

**22.** The Panel may not delegate its responsibility for the selection of candidates, but it may delegate to one or more of (i) any Panel members; (ii) appropriate staff of IMPRESS; or (iii) any other qualified person (in the reasonable opinion of the Panel) supporting tasks including:

**22.1.** Reviewing written applications and screening out unsuitable candidates according to written criteria provided by the Panel for this purpose (for example, those who fail to provide such declarations as the Panel may require);

**22.2.** Initial interviewing of candidates, provided that those to whom the task is delegated produce for the Panel a written report (which may include recommendations). (See definitions, below.)

**23.** Final interviewing of candidates shall always be carried out by three or more Panel members who shall produce for the Panel a written report (which may include recommendations).

**24.** In the event that any members of the Panel resign or become unable in the reasonable opinion of the other members of the Panel to continue to act for any reason, the Panel will continue with its number reduced accordingly. New Panel members must be recruited to keep the minimum number of Panel Members to five.

**25.** The Panel shall require retention by IMPRESS staff of copies of the following documentation, subject to the terms of the Data Protection Act:

**25.1.** The IMPRESS Appointments webpage carrying any announcement regarding Board recruitment;

**25.2.** Any advertisements published elsewhere and a note of where they were published;

**25.3.** A list of all the people who submitted an application, whether on their own initiative or in response to an approach by the Panel or other search agencies;

**25.4.** All applicants' CVs, covering letters and conflicts statements;

**25.5.** Any equal opportunities monitoring forms submitted by applicants. For the avoidance of doubt, the data in these forms will be kept separately from applications, and will not contribute to the Panel's decision-making;

**25.6.** Any reports produced for the Panel (see below).

26. After each recruitment round, when confirmation is attained from staff that everything is recorded, Panel copies of CVs and personal details from applicants should be destroyed.
27. A report shall be produced for the Panel following the initial sift of candidates based on written applications. On the basis of this report, the Panel shall decide which candidates should be interviewed ('the long list') and by whom. It is not expected that all the application documents would be supplied with the report, but they should be available on request to any member of the Panel.
28. A report shall be produced for the Panel following the initial interview of candidates on the long list. On the basis of this report, the Panel shall decide which candidates should be selected for final interview ('the short list') and by whom.
29. A report shall be produced for the Panel following the final interview of candidates on the short list. On the basis of this report, the Panel shall make its selection.
30. It will be for the Board to put into effect any recommendation of the Panel and make any offers of employment or appointment.
31. At the end of any selection exercise, the Panel shall produce a report for the Board which evaluates the process and its outcomes against the Board's recruitment brief.
32. The Panel reserves the right to vary its processes as it considers fit (and to amend these Terms of Reference, subject to the ratification of the Board) in the interests of efficiently discharging its responsibility to select candidates in an open, transparent and independent manner.
33. Any failure by the Panel to abide by the requirements of these Terms of Reference of which the Panel was unaware at the time shall not invalidate any act of the Panel.

### **Definitions**

'Personal interest' means an interest outside of a Panel member's involvement on the Panel which could reasonably be seen as conflicting with the Panel's proper consideration of matters before it.

For the purposes of decision-making, 'the Panel' means all those eligible to vote on the decision, not merely all those present at a meeting, but it excludes any Panel members who have a personal interest in that particular decision, properly declared according to these Terms of Reference.

An 'initial interview' is any interview other than a 'final interview'. A 'final interview' is the last interview of a candidate prior to that candidate's appointment to the Board (if that is the Panel's decision).

References to “candidates”, “applicants” and “appointments” and references to the selection and appointment of Board members shall be deemed to include (where the context permits) the equivalent meaning in relation to the selection and appointment of Panel members by the Panel.