

Constitution of the Coventry and Warwickshire Materials Society

About us

The object of the Coventry and Warwickshire Materials Society (henceforth referred to as “the Society”) shall be to create and promote interest in materials, and to bring together materials scientists, engineers, technicians and kindred professions in the Coventry and Warwickshire area by arranging talks, lecture competitions, discussions, works visits and social activities. **The Society is an unincorporated body affiliated with IOM3 under a Memorandum of Understanding, which is included as an annex to this constitution.**

Regulations

1. Anyone who is a member of the Institute of Materials, Minerals and Mining (IOM3) **or and** who studies, works, lives or has a connection with the area and has an interest in materials shall be eligible to be a member of the Society. They **are encouraged to declare** their affiliation to the Society through IOM3.
2. The Society shall be governed by a Committee consisting of a Chair, Secretary, Treasurer and other Members, representing, as far as possible, the major industrial, research and academic institutions in the area, and the various disciplines of materials. There shall also be a younger member's representative. A committee member may be responsible for specific tasks or activities.
3. The Chair shall normally be elected for a period of two years, and shall be eligible for re-election for a further period of two years.
4. The Secretary, Treasurer and other Committee members shall be elected annually and shall be eligible for re-election.
5. The Committee shall meet as often as the business of the Society requires and shall be presided over by the Chair or other **Officer**. Four members of the Committee shall form a quorum.
6. **The Society shall have a bank account or accounts administered by the Treasurer. The Treasurer has authority to make electronic payments up to a value of £500. Larger payments require agreement by the Committee and agreement of such payments shall be recorded in Committee minutes. When the Treasurer is asked to reimburse Committee or Society members for expenses occurred on behalf of the Society, the member shall provide the Treasurer with appropriate receipts..**
7. **Where gross annual income is equal to or less than £25,000 the Treasurer shall present and gain acceptance of the accounts at the Annual General Meeting. If income exceeds this amount then accounts shall be verified in accordance with Charities Commission guidelines CC31 and CC32.**
8. An Annual General Meeting shall be held in the Spring for the business of electing Officers and to receive reports from the Chair, Secretary and Treasurer. The date for the meeting shall be posted on the Society's web site at least 21 days before the meeting, and an agenda, at least seven days before the meeting.
9. Any vacancy on the Committee during the year of office shall be filled by a member co-opted by the Committee. Any vacancy for an officer shall be filled from within the Committee until the next Annual General meeting, or Special General Meeting, if called.

10. A Special General Meeting shall be convened upon the request in writing by ten members to the Secretary, stating the reasons for the meeting. The date for the meeting shall be posted on the Society's web site at least 21 days before the meeting, and an agenda, at least seven days before the meeting.
11. Every ordinary meeting shall be presided over by the Chair or other Member of the Committee.
12. Amendments to the constitution may only be made, by simple majority, at the Annual General Meeting or at a Special General Meeting.
13. If a meeting, by simple majority, decides that it is necessary to close down the Society it may call a Special General Meeting to do so. The sole business of this meeting will be to dissolve the Society. If it is agreed to dissolve the Society, all remaining money and other assets, once outstanding debts have been paid, will be donated to (one of the four options below to be selected at the 2022 AGM).
 - i. IOM3 with the expressed wish that the funds be used to support other local societies.
 - ii. another local society
 - iii. the IOM3 Members' Benevolent Trust
 - iv. a charitable body to be decided at the final Special General Meeting

This constitution was agreed at the 2022 Annual General Meeting.

Date: _____

Chair: Name: _____

Signature: _____

Secretary: Name: _____

Signature: _____

Annexes

1. Memorandum of Understanding Between the Institute of Materials, Minerals and Mining and the Coventry & Warwickshire Materials Society

Memorandum of Understanding Between the Institute of Materials, Minerals and Mining and the Coventry & Warwickshire Materials Society

1. Introduction, Scope and Purpose

The object of the Coventry and Warwickshire Materials Society is to create and promote interest in materials, and to bring together materials scientists, engineers, technicians and kindred professions in the Coventry and Warwickshire area by arranging talks, lecture competitions, discussions, works visits and social activities.

1.1. Definitions:

- 'Affiliated Local Society' – an independent organisation (incorporated or unincorporated) (hereinafter referred to as the 'ALS') that is affiliated with IOM3 under the terms of this Memorandum of Understanding (hereinafter referred to as 'MoU')
- 'Affiliated Local Society Co-ordinator' – a member of the IOM3 team whose role is to keep in regular touch with all local societies and advise them of relevant activity within IOM3
- 'events' – meetings, lectures, seminars, site visits, social occasions, workshops and other similar activities that promote and enable networking and the exchange of technical knowledge
- 'independently scrutinised' – verification of accounts in accordance with Charities Commission guidelines CC31 and CC32. Where gross annual income is £25,000 or less, the ALS must either a) demonstrate that the accounts have been reviewed and accepted by an individual independent of the ALS' governing Board or Committee or b) demonstrate that the accounts have been presented in full detail and accepted at the ALS's Annual General Meeting
- 'IOM3 member' – a member in good standing of IOM3 at any grade
- 'IOM3 Executive Board' – the top decision-making authority of IOM3
- 'non-member' – someone who is neither a member in good standing of IOM3 nor the relevant ALS
- 'the Institute', 'IOM3' – The Institute of Materials, Minerals and Mining
- 'programme events' – events organised by the ALS that are eligible for grant funding by IOM3
- 'ALS member' – a member in good standing of the relevant ALS at any grade, if appropriate

1.2. This MoU provides the terms of agreement in principle between the Institute of Materials, Minerals and Mining (IOM3) and Coventry & Warwickshire Materials Society (together, "the Parties"). This agreement sets out the terms of the relationship between the Parties. With the exception of liabilities arising from Insurance as described in 3.4, any liabilities incurred by either Party will remain the responsibility of that Party. Neither Party assumes any responsibility for, or liability associated with, the decisions and actions of the other, outside of the limits of this agreement.

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<p>1.3. The primary objectives of this MoU between the Parties are to:</p> <ul style="list-style-type: none"> a. Provide opportunities (such as local technical meetings) for networking and the sharing of knowledge at a local level and beyond between students and members of IOM3, members of the ALS and members of the public. b. Support the growth of IOM3 and ALS memberships through their provision of services and their promotion of membership and other ALSs as the case may be. c. Assist IOM3 and ALS members in their development towards accredited professional qualifications by the organising of relevant programmes which can strengthen members' continuing professional development.
<p>2. Support from IOM3: Funding</p>
<p>2.1. IOM3 funds ALS events in accordance with a formula adopted by IOM3 Executive Board from time to time. The primary element of the formula is normally for the organisation and running of events, up to eight of which are funded per year.</p>
<p>2.2. Event funding is normally based on attendance, with different rates applying to IOM3 members, ALS members and non-members.</p>
<p>2.3. There are funds available for additional events either as part of the formula or specific additional funding based on a business plan for the event to be considered.</p>
<p>2.4. The formula is reviewed each year.</p>
<p>2.5. When applying for funding, the ALS will use the application format required by IOM3, along with copies of the previous year's independently scrutinised accounts and a draft event programme for the following year. Attendance lists for all meetings are also required in a form prescribed by IOM3. (See section 5 for more information.)</p>
<p>3. Support from IOM3: Non-financial</p>
<p>3.1. The ALS can also expect non-financial support from IOM3. Representatives of the ALS will be able to participate in forums which guide the IOM3 in the provision of such.</p>
<p>3.2. IOM3 will:</p> <ul style="list-style-type: none"> a. Support the ALS's activities by helping it promote its programme and activity reviews via appropriate means

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<ul style="list-style-type: none"> b. Promote the ALS's activities within the relevant section of the IOM3 member magazines. c. Provide funding for the activity of the ALS as above. d. Support the ALS if it wishes to be involved in IOM3 lecture competitions. <p>IOM3 may also be able to provide advice and other support in kind. Requests of this nature should be made to the Affiliated Local Societies Co-ordinator in the first instance.</p>
<p>3.3. IOM3 will draw the attention of its new members to the services offered by ALSs and make it easy for them to opt in to receiving ALS communications via IOM3. Where a member of IOM3 or a non-member wishes to join an ALS as well, IOM3 will draw this to the attention of the relevant ALS and, where appropriate, support the application process.</p>
<p>3.4. As a direct benefit of affiliation, the Institute carries public liability insurance for all Society programme events and also insurance for regalia and other Society paraphernalia up to a maximum total value decided from time to time by the IOM3 Executive Board. The ALS should inform IOM3 about what items it wants to be insured and their value and update such a list from time-to-time.</p>
<p>3.5. IOM3 will provide the ALS with a private online facility that enables document sharing, posting of meeting dates, private messaging, and discussions between its committee, Council, or board members. The ALS will provide the contact details for those ALS officers allowed to have access to this functionality.</p>
<p>3.6. IOM3 will also provide the ALS with an online facility that enables it to communicate directly with those IOM3 members, ALS members, and non-members who have registered with IOM3 and opted in to receiving that ALS's communications.</p>
<p>4. Obligations of the Society</p>
<p>4.1. The ALS will enable IOM3 members, ALS members and non-members to gain and share knowledge through attendance at events within defined regions and in specialist technical disciplines complementary to those of IOM3.</p>
<p>4.2. In return for the financial support as set out in the Affiliated Local Society Grant Formula, the ALS will organise a programme of relevant and topical events. The maximum number financed by IOM3 over the programme year, which normally runs from October, will be stated in the grant formula</p>

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guidelines, however the ALS may organise more than this alongside the programme events.
4.3. Programme events should be preferentially arranged at a rate of one per month and should be timed to meet local needs. One of the programme events may be a social occasion.
4.4. The events programme will be developed by the ALS. The Secretary will be the primary contact point for all interactions with IOM3. The Treasurer will maintain an account of all income and expenditure within a programme year and will produce an annual set of accounts for the ALS'S Annual General Meeting or other appropriate occasion.
4.5. The ALS should agree, plan, and publish its programme of events in as much detail as possible in advance of the programme year and IOM3 will assist in the promotion of this programme to current IOM3 members via appropriate means.
4.6. IOM3 members will be entitled to attend any ALS event at the same or lower price than ALS members without payment of any local membership fees or incurring any other obligation to the Society. Events may also be available for non-members to attend at the discretion of the ALS.
4.7. IOM3 members may also join and participate fully in the ALS's non-programme activities without payment of any local membership fees or incurring any other obligation to the ALS. Participation includes eligibility to stand for committees, councils, or boards of the society and to vote at general meetings and in ballots, should they so wish.
4.8. The Parties value the participation of IOM3 and ALS members and non-members in ALS events and want all attendees to have an enjoyable and fulfilling experience, regardless of sex, gender identity, sexual orientation, marital or parental status, age, disability, race, religion or physical appearance. Accordingly, the ALS should ensure that it has in place and enforces a suitable code of conduct that sets out the expectation for all attendees to show respect and courtesy to other attendees throughout its events. In particular, the ALS must have zero tolerance for abusive, harassing, or discriminatory behaviour, and all communication should be appropriate for a professional audience including people of many different backgrounds.
4.9. The ALS will draw the attention of ALS members and non-members to the benefits of membership of IOM3 and assist them in obtaining relevant information. The ALS will use its best endeavours to obtain permission from event attendees to pass their details to IOM3 to pursue any membership

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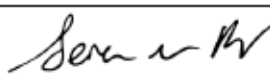
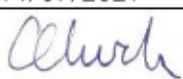
queries or applications at any grade. The ALS will pass this information to IOM3 as soon as practical after the relevant event for that event to be eligible for funding so IOM3 can follow up enquiries promptly (see also Section 5.3).
4.10. Where possible and appropriate, the ALS will endeavour to provide programme events that help develop and promote professional progression pathways and support mechanisms for all IOM3 and ALS members and non-members, especially those with protected characteristics, working with other groups and organisations as appropriate.
5. Data Protection
5.1. IOM3 provides the ability for the ALS to communicate directly with IOM3 members, ALS members and non-members who have signed up with IOM3 to receive these communications (see Section 3.6). This communication must be compliant with the relevant legislation (in particular but not only the Data Protection Act 2018, the General Data Protection Regulations (GDPR) and the Privacy and Electronic Communications Regulations (PECR)). General guidance on what this means is available from IOM3, but the responsibility to ensure compliance lies with the ALS. Misuse of this facility in the view of IOM3 may lead to its withdrawal, whether there is a proven breach of law or not.
5.2. The ALS must use the communications facilities provided by IOM3 solely for the purpose of communicating information relating to membership of the ALS and its programme of events and activities.
5.3. As part of the grant funding mechanism, on behalf of IOM3 the ALS must administer an attendance record for programme events. A physical form for this will be supplied by IOM3 and updated from time to time. This form will record personal data of event attendees (including full name and titles, email address or contact phone number) and explain how it will be handled. These forms must be returned to IOM3 as soon as practicable following an event. For virtual events, this data must be provided in a manner agreed between IOM3 and the ALS.
5.4. Any other forms of data sharing must be the subject of a separate data sharing agreement between the Parties.
6. Validity period of agreement and modification procedure
6.1. This Agreement will come into effect upon signature by both Coventry & Warwickshire Materials Society and IOM3. It may be terminated by either

**Memorandum of Understanding Between the Institute of Materials, Minerals
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party by giving three months' notice in writing. Otherwise, the Agreement will last for three years and is renewable.

6.2. Both the ALS and IOM3 may suggest modifications into the Agreement, but these will not take effect until agreed and signed by both Parties.

6.3. ALSs seeking to become legally incorporated and wishing to continue to be affiliated will be expected to draw up their documents of incorporation consistent with this agreement and will need to seek approval for them from the Institute if they wish to retain their affiliation.

Signed on behalf of IOM3 by	Signed on behalf of Coventry & Warwickshire Materials Society
	
The President on 14/07/2021	S Connolly, Chair of CWMS, 07/07/2021
	
The Immediate Past President on 14/07/2021	
	
The Chief Executive on 14/07/2021	