The Companies Act 1985

and

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The Companies Act 1989

Company limited by Guarantee

and not having a Share Capital

MEMORANDUM OF ASSOCIATION
of the
INTERNATIONAL ASSOCIATION OF HYDROLOGICAL SCIENCES LIMITED

I. The name of the Association is the "International Association of Hydrological Sciences Limited."

II. The Registered Office of the Association will be situate in England and Wales.

III A. The objects for which the Association is established are to advance education and research in Hydrology for the public benefit and to publish the useful results of such research.

B. The Association has the following powers which may be exercised only in promoting the objects:-

(a) To study and conduct research into the hydrological cycle on the Earth and the waters of the continents including surface and groundwaters, snow and ice, their physical, chemical and biological processes, and their relationships with climate and other physical and geographical factors.

(b) To study and conduct research into erosion and sedimentation and their relation to the hydrological cycle.

(c) To examine and conduct research into the hydrological aspects of the use and management of water resources and their change under the influence of man's activities.

(d) To provide a firm and scientific basis for the optimal utilization of water resources systems, including the planning, engineering, management and economic aspects of applied hydrology.

(e) To initiate, facilitate and co-ordinate research into, and investigation of, those hydrological problems which require international co-operation.

(f) As a constituent body of the International Union of Geodesy and Geophysics to comply with the articles of the statutes and bye-laws of the Union that apply to Associations.

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(g) To establish, form, equip and maintain laboratories, workshops or factories, and conduct and carry on experiments, and to obtain and provide funds for such work and for payment to any person or persons engaged in such laboratories, workshops, or factories or elsewhere.

(h) To prepare, edit, print, publish, sell wholesale or retail, issue, acquire and circulate any literary works or matters treating of or bearing on the research or development activities conducted, promoted or financed or which might be conducted, promoted or financed by the Association and to assist, collaborate in or procure any such work; to establish and maintain collections or material, literature and scientific data relating thereto; and to disseminate information obtained therefrom.

(i) To assist or collaborate with the research work of any persons, associations, institutions, universities and other bodies, incorporated or not incorporated, engaged in scientific research.

(j) To apply for, purchase, or otherwise acquire whether in its own name or otherwise or oppose the application by others for any letters patent or licences whether exclusive, non- exclusive or limited relating to inventions, improvements, processes, materials or designs whether in the United Kingdom or any other part of the world which the Association may deem to be useful in connection with any of its objects; to acquire and register any designs or standardisation marks; to assign any such letters patent, licences, designs or standardisation marks; and to arrange for the development, perfecting and testing of the value of such inventions, improvements, processes, materials and designs.

(k) To take over, establish, promote, finance or conduct or carry on any undertaking prohibited from distributing any of its profits, income or property amongst its members to an extent at least as great as is imposed on the Association by its Memorandum and Articles of Association with the primary object of promoting the objects of the Association.

(l) To purchase, feu, take on lease or in exchange, hire or otherwise acquire any heritable or moveable, real or personal property and in particular any land, buildings, factories, workshops, laboratories, machinery, plant, apparatus, appliances, ships, boats, vehicles an any rights or privileges necessary or convenient for the purposes of the Association and to construct, erect, alter, improve and maintain any such property from time to time for the purposes of the Association, and to manage, develop, sell, feu, demise, let, hire, mortgage, dispose of, turn to account or otherwise to deal with all or part of the same with a view to the promotion of the objects of the Association.

(m) To employ and dismiss officers and staff, to remunerate them and to provide retirement, death, disability and ill health benefits for them, their families, dependants and others.

(n) To apply to any Government, public bodies, corporations, companies or persons whether in the United Kingdom or abroad, for any grants of money, and any grants of land, donations, gifts, subscriptions and other

assistance with a view to promoting the objects of the Association and to accept the same and to conform to any proper conditions upon which such grants, gifts or other payments may be made.

(o) To undertake and execute any trusts which may be conductive to any of the objects of the Association and to act as Trustees and accept as such specific tasks or responsibilities including advisory functions, provided the same shall be for the advancement of the objects of the Association.

(p) To borrow or raise any money that may be required by the Association on such terms as may be deemed advisable and to grant security by way of bond, mortgage, bond and disposition in security, charge debenture or otherwise over any part of the Association's property.

(q) To raise funds by subscriptions, levies, or in any other way for the promotion of the objects of the Association.

(r) To invest the monies of the Association not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(s) To pay all expenses preliminary or incidental to the formation of the Association and its registration.

(t) To procure the Association to be registered or recognised in any part of the British Commonwealth or in any foreign country or place.

(u) To do all or any of the above things as principals, agents, trustees, or otherwise and by or through trustees, agents or otherwise.

(v) To do all such other lawful things as may be incidental or conductive to the attainment of the objects specified in this Memorandum.

Provided that:-

(i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest in the same in such manner as allowed by law, having regard to such trusts.

(ii) The Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

(iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, or any Authority exercising corresponding jurisdiction outside England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or

consent as may be required by law, and as regards any such property the Directors of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education or any such other Authority as aforesaid over the Board of Directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

IV. The income and property of the Association whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding six percentum per annum on money lent, or reasonable and proper rent for premises demised or let by any member of the Association; But so that no Director or Officer of the Association shall be paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Association to any such Director or office holder, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any Company of which a Director or Officer may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of the profits he may receive in respect of any such payment. Provided also that nothing herein shall prevent the gratuitous distribution among or sale at less than cost to members of the Association of any books, pamphlets or other publications relating to all or any of its objects. Provided also that nothing herein shall prevent any member of the Association from exercising any processes, and making, using, acquiring and vending any articles and things in the ordinary course of his business for profit or otherwise under any licence or permission in respect of any discovery, invention or patent resulting from the work of the Association.

V. The liability of the members is limited.

VI. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustments of the

rights of the contributories among themselves, such amount as may be required not exceeding one pound.

VII. If upon the winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions in the United Kingdom having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause IV hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

London Law Services Limited
Temple Chambers
Temple Avenue
London
EC4Y 0HP (Signed)

London Law Secretarial Limited
Temple Chambers
Temple Avenue
London
EC4Y 0HP (Signed)

Dated the **1st** day of **December 1991**.

Witness to the above Signatures:-

Colin A Lay
Temple Chambers
Temple Avenue
London
EC4Y 0HP (Signed)