

**PRIVATE & CONFIDENTIAL**

**Company Number: 3011737**

**SPECIAL RESOLUTION FOR THE  
EXTRAORDINARY GENERAL MEETING  
OF  
THE BABRAHAM INSTITUTE**

**Held at  
The Babraham Institute, Babraham Hall, Babraham, Cambridge, CB22 3AT  
on Friday 24<sup>th</sup> June 2011 (during the Board of Directors' meeting)**

**To resolve to adopt the new Memorandum and Articles of Association**

N.B. Special resolutions must be carried by a minimum of a 75% majority

The Board of Directors resolved to adopt the new Memorandum and Articles of Association.

Chairman *William Ashley* Date *24<sup>th</sup> June 2011*

FRIDAY



\*RNHA1W13\*

RM 22/07/2011 252  
COMPANIES HOUSE

Company No 03011737

Charity No 1053902

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM**

**OF**

**THE BABRAHAM INSTITUTE**

- 1 The name of the company shall be The Babraham Institute and in this document it is called the Charity

Company No 03011737

Charity No 1053902

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**THE BABRAHAM INSTITUTE**

## INDEX

CLAUSE		PAGE
1	PRELIMINARY .....	5
2	DEFINITIONS AND INTERPRETATION .....	5
3	THE OBJECT .....	7
4	POWERS OF THE CHARITY .....	7
5	APPLICATION OF INCOME AND PROPERTY .....	11
6	WINDING UP OR DISSOLUTION .....	14
7	MEMBERS .....	14
8	LIABILITY OF MEMBERS.....	17
9	GENERAL MEETINGS.....	17
10	NOTICE OF GENERAL MEETING.....	17
11	PROCEEDINGS AT GENERAL MEETINGS.....	18
12	VOTES OF MEMBERS .....	19
13	PROXIES.....	19
14	THE BOARD .....	21
15	APPOINTMENT AND RETIREMENT OF TRUSTEE DIRECTORS . ....	22
16	DISQUALIFICATION AND REMOVAL OF TRUSTEE DIRECTORS ...	23
17	TRUSTEE DIRECTORS' REMUNERATION .....	24
18	TRUSTEE DIRECTORS' EXPENSES .....	24
19	POWERS AND DUTIES OF THE BOARD .....	24
20	GOVERNANCE OF THE CHARITY .....	25
21	TRUSTEE DIRECTORS' INTERESTS .....	26
22	PROCEEDINGS OF THE TRUSTEE DIRECTORS .....	29
23	COMMITTEES.....	31
24	SECRETARY.....	31
25	MINUTES .. .....	32
26	THE SEAL.....	32
27	ACCOUNTS AND ANNUAL REPORT .....	32
28	AUDIT.... .....	32
29	NOTICES.....	33
30	INDEMNITY.....	34

**1 PRELIMINARY**

- 1 1 The regulations contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Charity and these Articles alone shall constitute the regulations of the Charity

**2 DEFINITIONS AND INTERPRETATION**

- 2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context

<b>"Act"</b>	the Companies Act 2006 (as amended from time to time)
<b>"these Articles"</b>	these Articles of Association whether as originally adopted or as from time to time altered by special resolution
<b>"BBSRC"</b>	means the Biotechnology and Biological Sciences Research Council (or other such body established as the successor thereto)
<b>"Charity"</b>	the Charity regulated by these Articles
<b>"clear days"</b>	in relation to the period of a notice, clear days means the period commencing with the day after the notice is given or deemed to be given and concluding with the day for which the notice is given or on which it is to take effect
<b>"Commission"</b>	the Charity Commission for England and Wales (or any successor body)
<b>"Company Records"</b>	any register, index, accounting records, agreement, memorandum, minutes or other document required by the Act to be kept by the Charity
<b>"Corporate Member"</b>	any corporate body that is a Member of the Charity admitted in accordance with these

	Articles and any successor of such a body
<b>"Conflict"</b>	has the meaning given in Article 21 of these Articles
<b>"Electronic Form"</b>	has the meaning given in section 1168 of the Act
<b>"Electronic Means"</b>	has the meaning given in section 1168 of the Act
<b>"Governance Framework"</b>	any policies and procedures established by the Board for the proper governance of the Charity in accordance with Article 20 1 of these Articles
<b>"Institute Director"</b>	the senior executive role within the Charity
<b>"Member"</b>	a member of the Charity admitted to Membership in accordance with these Articles
<b>"Objects"</b>	has the meaning given in Article 3 of these Articles
<b>"Trustee Directors"</b>	the Trustee Directors for the time being of the Charity or (as the context shall require) any of them acting as the Board of the Charity The Trustee Directors are Charity Trustees as defined by section 97 of the Charities Act 1993
<b>"United Kingdom"</b>	Great Britain and Northern Ireland

- 2 2 Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, limited liability partnerships, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality)
- 2 3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding

any statutory modification thereof not in force when these Articles become binding on the Charity

### **3 THE OBJECT**

3 1 The Charity's object is the worldwide advancement of education in biological science by

3 1 1 undertaking research and disseminating for the public benefit the useful results of such research, and

3 1 2 training research scientists

### **4 POWERS OF THE CHARITY**

4 1 In furtherance of the above object but not further or otherwise the Charity shall have the following powers

4 1 1 to promote and undertake research of a fundamental, strategic and applied nature of biological processes at a structural, molecular, cellular and whole organism level,

4 1 2 to disseminate the useful results of all research through publication in learned journals, at research establishments and the like throughout the world as well as presenting the findings at scientific meetings, presentations and events,

4 1 3 to ensure that the fundamental and strategic research programmes are multidisciplinary in nature and whenever appropriate link strongly with those in universities and other research centres in the UK, EU and worldwide,

4 1 4 to undertake training and education of any persons engaged in or associated with any aspect of the research programme or a related subject,

4 1 5 to co-operate with other bodies and exchange information and advice with them,

4 1 6 to prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so),

4 1 7 subject to such consents as may be required by law, to borrow and raise



money in such manner and upon such terms as the Charity may think fit,

- 4 1 8 to raise funds and to invite and receive contributions from any person or persons whatsoever (including subscriptions, donations, legacies, grants, property and other gifts) provided that this shall be without prejudice to the ability of the Charity to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Charity may think fit, subject to such consent as may be required by law, and provided also that the Charity shall not undertake any permanent trading activities in raising funds in furtherance of its object,
- 4 1 9 to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company in furtherance of its Objects,
- 4 1 10 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 4 1 11 to invest the moneys of the Charity not immediately required for the furtherance of its object 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,
- 4 1 12 to delegate, upon such terms and at such reasonable remuneration as the Charity shall think fit, to professional investment managers (the '**Managers**') the exercise of all or any of the Charity's powers of investment on condition that
  - 4 1 12 1 such delegation shall be by an agreement which is made or evidenced in writing,
  - 4 1 12 2 the delegated powers shall be exercisable only within clear policy guidelines devised from time to time by the Charity and the Charity shall use reasonable endeavours to ensure that the guidelines are observed,
  - 4 1 12 3 the Managers shall be under a duty to report promptly to the Trustee Directors any exercise of the delegated powers, and in particular to report

every transaction carried out by the Managers to the Trustee Directors within 14 days, and to report on the performance of investments managed by them at least every three months,

- 4 1 12 4 the Charity shall be entitled at any time and without notice to review, alter or determine the delegation or its terms, and
- 4 1 12 5 the Charity shall review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months, but so that any failure by the Charity to undertake such review within the period of 12 months shall not invalidate the delegation
- 4 1 13 to appoint and constitute such advisory committees as the Board shall think fit,
- 4 1 14 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Charity may think necessary for the promotion of its object,
- 4 1 15 to pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property,
- 4 1 16 subject to such consents as may be required by law, to sell, manage, let, mortgage, charge, dispose of or turn to account all or any of the property or assets of the Charity,
- 4 1 17 subject to Article 5, engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Charity and to make any reasonable and necessary provision for childcare facilities and for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants For the avoidance of doubt, the Charity may employ or remunerate a Trustee Director only to the extent it is permitted to do so by Article 5 and provided it complies with the conditions in that Article,
- 4 1 18 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of

every description,

- 4 1 19 to establish, subscribe to, become a member of, amalgamate with or co-operate (by joint venture agreement or otherwise) with any other charitable organisation, institution, society, university or body of similar type ("charitable entity") and to purchase or otherwise acquire and undertake the property, assets, liabilities and engagements (or any part or parts thereof) of any such charitable entity as may lawfully be acquired or undertaken by the Charity PROVIDED that such charitable entity
- 4 1 19 1 is not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere),
- 4 1 19 2 has Objects which are wholly or in part similar to those of the Charity, and
- 4 1 19 3 prohibits, by its constitution, the distribution of its income and property amongst its Members to an extent at least as great as is imposed on the Charity under or by virtue of Article 5 hereof
- 4 1 20 to support or aid any charitable entity (as defined in Article 4 1 19 and subject to similar provisos as there stated) and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further the object of the Charity,
- 4 1 21 to establish, promote or assist in promoting any company wholly owned by the Charity or another charitable organisation or body where it is expedient in the interests of the Charity that such a wholly-owned company should be formed,
- 4 1 22 to encourage the discovery of, and investigate and make known the value and merits of inventions, improvements, processes, materials and designs which flow from its fundamental and strategic research, and to apply for, purchase or otherwise acquire or oppose or sub-licence or protect any patents or copyrights or other intellectual property rights or licences relating to such inventions, improvements, processes, materials or designs whether in the United Kingdom or any other part of the world,
- 4 1 23 to provide reasonable and necessary crèche facilities for the benefit of those persons employed by the Charity,

- 4 1 24 to enter into any contract of insurance in respect of any matter in which the Charity has an insurable interest and any real or personal property in which the Charity shall have any interest and to insure the Charity in connection with any acts done or omitted to be done by any officers, employees and voluntary workers of the Charity on behalf of the Charity, including obtaining indemnity insurance for such persons (but not including anyone who is a trustee, Trustee Director or Member of the Charity save pursuant to Article 4 1 25 below),
- 4 1 25 to provide indemnity insurance to cover the liability of the Trustee Directors (or any of them or Members of the Charity) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, provided that any such insurance shall not extend to any claim arising from any act or omission which the claiming Trustee Director(s) (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustee Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board in their capacity as Trustee Directors of the Charity,
- 4 1 26 to print and/or publish in any media any printed materials, books, leaflets or similar matter,
- 4 1 27 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity, and
- 4 1 28 do all such other lawful things as shall further the attainment of the Object of the Charity

## **5 APPLICATION OF INCOME AND PROPERTY**

- 5 1 The income and property of the Charity shall be applied solely towards the promotion of the Object, subject to the following provisions
- 5 2 A Trustee Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable out of pocket expenses properly incurred by him or her when acting on behalf of the

## Charity

- 5 3 Subject to Article 4 1 25, a Trustee Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense
- 5 4 A Trustee Director may receive an indemnity from the Charity in the circumstances specified in Article 30
- 5 5 None of the income or property of the Charity shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Charity This does not prevent a Member who is not also a Trustee Director receiving
- 5 5 1 a benefit from the Charity in the capacity of a beneficiary of the Charity, or
- 5 5 2 reasonable and proper remuneration for any goods or services supplied to the Charity
- 5 6 No Trustee Director may receive any financial benefit from the Charity, unless
- 5 6 1 the payment is permitted by this Article 5, or
- 5 6 2 the Trustee Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes
- 5 7 A Trustee Director may receive a benefit from the Charity in the following circumstances
- 5 7 1 in the capacity of a beneficiary of the Charity,
- 5 7 2 in the capacity of an arms-length seller or purchaser of goods for value,
- 5 7 3 a Trustee Director may enter into a contract for the supply of services (including but not limited to professional services) to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993,
- 5 7 4 a Trustee Director may receive interest on money lent to the Charity at a reasonable and proper rate to be selected by the Trustee Directors,

- 5 7 5 a company of which a Trustee Director is a Member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee Director holds no more than 1% of the issued capital of that company,
- 5 7 6 Trustee Directors may receive rent for premises let by the Trustee Director to the charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee Director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion
- 5 8 The payment of a benefit to a Trustee Director in accordance with Article 5 7 includes the engagement or remuneration of any firm or company in which the Trustee Director is
- 5 8 1 a partner,
- 5 8 2 an employee,
- 5 8 3 a consultant,
- 5 8 4 a director, or
- 5 8 5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee Director holds less than 1% of the issued capital
- 5 9 In this Article 5
- 5 9 1 "**Trustee Director**" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee Director or any person living with the Trustee Director as his or her partner
- 5 10 The Trustee Directors may, in accordance with the requirements set out in the Articles, authorise any matter proposed to them by any Trustee Director which would, if not authorised, involve a Trustee Director breaching his duty under section 175 of the Act to avoid conflicts of interest

**6 WINDING UP OR DISSOLUTION**

6 1 If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charitable body or bodies having Objects similar to the Object of the Charity 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 Charity under or by virtue of Article 5 hereof, such body or bodies to be determined by the Members of the Charity at or before the time of dissolution, and insofar as effect cannot be given to such provision, then to some other charitable body

6 2 In the event of a winding up of the Charity, which occurs whilst BBSRC is a Corporate Member, each Member agrees that in relation to the selection of the charitable organisation or organisations to whom any surplus assets of the Charity shall be given or transferred pursuant to Article 6 1, no decision shall be adopted by the Members without having previously consulted and taken into account (without being bound by) the views of BBSRC

**7 MEMBERS**

7 1 At the date of adoption of these Articles the Members shall be as follows

7 1 1 [Professor William Cushley] who is the Chairperson of the Board at the date of adoption of these Articles, and the Chairperson of the Board shall be an ex officio Member of the Charity at all times,

7 1 2 [Mr Roger Swain] who is the chair of the Audit Committee at the date of adoption of these Articles, and the chair of the Audit Committee (or an equivalent committee) shall be an ex officio Member of the Charity at all times, and

7 1 3 BBSRC as a Corporate Member

7 2 No other person shall be admitted to Membership of the Charity unless that person applies for Membership in the form prescribed by the existing Members and their application for Membership is approved unanimously by the existing Members In particular the Members shall ensure that at

least one individual Member, from time to time, shall be a qualified scientist with an international reputation in an area of science relevant to the Charity's science programme

- 7 3 Membership shall not be transferable and shall cease on death
- 7 4 Membership of the Charity shall terminate if the Member
  - 7 4 1 is also a Trustee Director and ceases to be a Trustee Director in accordance with the provisions of Article 16,
  - 7 4 2 resigns by giving not less than seven clear days' notice to the Charity and such resignation has taken effect in accordance with its terms,
  - 7 4 3 being a Corporate Member
    - 7 4 3 1 is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due (without such inability to pay its debts having to be proved to the satisfaction of the court),
    - 7 4 3 2 any meeting of creditors (or any class or classes of creditors) of the Member is called,
    - 7 4 3 3 any step is taken in connection with any voluntary arrangement or any other compromise, assignment or any other arrangement for the benefit of any creditors of the Member (including a scheme or arrangement under part 26 of the Act),
    - 7 4 3 4 an application is made for an administration order by any person or the making of an administration order in relation to the Member,
    - 7 4 3 5 any notice is given of intention to appoint an administrator by any person, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Member,
    - 7 4 3 6 a receiver or manager or an administrative receiver is appointed in relation to any property or income of the Member,
    - 7 4 3 7 there is commenced a voluntary winding-up in respect of the Member, except a winding-up for the purpose of a bona fide amalgamation or



reconstruction,

- 7 4 3 8 a petition for a winding-up order is presented, or a winding-up order is made in respect of the Member,
- 7 4 3 9 an application for, or the appointment of, a provisional liquidator by any person in respect of the Member is made,
- 7 4 3 10 the Member is struck from the Register of Companies or an application for the Member to be struck off is made,
- 7 4 3 11 the Member otherwise ceases to exist,
- 7 4 3 12 the Member materially changes the nature of its business,
- 7 4 3 13 the Member disposes of all or substantially all of its assets to any person,
- 7 4 3 14 any change of control of the Member takes place ("control" having the meaning given to it in section 840 of the Income and Corporation Taxes Act 1988), or
- 7 4 3 15 or, being a charity registered in England and Wales or in Scotland, is removed in either case from the register of charities maintained respectively by the Charities Commission or by the Office of the Scottish Charities Regulator
- 7 4 4 being an individual
  - 7 4 4 1 becomes bankrupt, insolvent, or makes any formal arrangement or composition with his or her creditors generally, or
  - 7 4 4 2 is also the Chairperson of the Board or of the Audit Committee (or equivalent committee), and ceases to hold that position in accordance with the provisions of these Articles or the Act
- 7 5 Unless otherwise agreed by all of the Members, the number of Members at any time shall be three If any one or more of the Members shall have their Membership terminated in accordance with the provisions of these Articles or under the Act, the remaining Members shall ensure that a new Member is identified and admitted to Membership forthwith

7 6 In the event that the Membership of all Members is automatically terminated as a result of Article 7 4, then the Trustee Directors shall invite and determine applications for Membership from such persons or corporate bodies as they shall think fit pursuant to Article 7 2

## **8 LIABILITY OF MEMBERS**

8 1 The liability of the Members is limited

8 2 Every Member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1)

## **9 GENERAL MEETINGS**

9 1 The Board may call general meetings at any time

9 2 Members may call general meetings in accordance with the provisions of the Act

## **10 NOTICE OF GENERAL MEETING**

10 1 Unless otherwise stated in these Articles or in the Act, a general meeting shall be called by the giving of at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting, the general nature of the business to be transacted, and the rights of a Member to appoint a proxy in accordance with the Act

10 2 A general meeting may be called at shorter notice with the unanimous consent of all of the Members who are entitled to attend and vote at the meeting

10 3 Subject to the provisions of these Articles, notice of general meetings shall be given to all Members, all Trustee Directors and to the auditors in the form specified in Article 30

10 4 The accidental omission to give notice of a meeting of the Charity to, or the non-receipt of notice of a meeting by, any person entitled to receive

notice thereof, shall not invalidate the proceedings at that meeting

**11 PROCEEDINGS AT GENERAL MEETINGS**

11 1 No business shall be transacted at any general meeting unless a quorum of Members is present in person or by proxy

11 2 The quorum for any general meeting shall be three Members except in relation to any matter regarding the removal of the Chair of the Board or to any matter where any Member has a conflict in either case two Members present in person or by proxy shall be a quorum

11 3 If within one hour from the time appointed for the meeting a quorum is not present, or during a meeting a quorum ceases to be present, the general meeting shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Chairperson may determine, and if at such adjourned meeting a quorum is not present the meeting shall be dissolved

11 4 The Chairperson of the Board shall preside at all General Meetings of the Charity except in relation to any general meeting (or part of general meeting) at which the Chairperson's removal is being considered in which case such other person as the Members shall decide shall act as Chairperson If at any meeting the Chairperson is not present within one hour after the time appointed for holding the meeting, or is unwilling to act, the Members present shall choose someone of their number to be Chairperson

11 5 The Chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for 30 days or more, in which case notice of the adjourned meeting shall be given as in the case of the original meeting

11 6 No business may be transacted at any adjourned meeting other than the business which might properly have been transacted at the original meeting had the adjournment not taken place At any general meeting a resolution put to a vote at the meeting shall be decided on a show of

hands

11 7 After any vote on any resolution the chairperson shall declare both the number of votes cast in favour of and against the resolution and shall declare whether the resolution has passed or failed Any such declaration shall be recorded in the minutes of the meeting and shall be conclusive evidence of whether a resolution has passed or failed

11 8 Subject to the relevant provisions of Chapters 1 and 2 of Part 13 of the Act (as they relate to the passing of ordinary and special resolutions), a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meeting shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held and may consist of several instruments in the like form each executed by or on behalf of the requisite number of Members

## **12 VOTES OF MEMBERS**

12 1 On a show of hands every Member present in person or by proxy shall have one vote

12 2 No objection shall be raised to the qualification of any voter except at the meeting, or adjourned meeting, at which the relevant vote is conducted, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chairperson whose decision shall be final and conclusive

## **13 PROXIES**

13 1 Any Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a general meeting of the Charity

13 2 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustee Directors may approve)

"The Babraham Institute

I/We                      of                      being a Member/Members of the above-named charity, hereby appoint                      of                      or failing him/her,                      of                      as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the charity to be held on                      20                      and at any adjournment thereof

Signed on                      20                      "

- 13 3                      Where it is desired to afford Members an opportunity of instructing the proxy how to act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustee Directors may approve)

"The Babraham Institute

I/We                      of                      being a Member/Members of the above-named charity, hereby appoint                      of                      or failing him/her,                      of                      as my/our proxy to vote in my/our names] and on my/our behalf at the general meeting of the charity to be held on                      20                      and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned as follows

Resolution No 1 \*for\*against

Resolution No 2 \*for \*against

\*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as s/he thinks fit or abstain from voting

Signed this                      day of                      20                      "

- 13 4                      The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the directors) may be lodged with the Charity as follows

- 13 4 1                      in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named

in the instrument proposes to vote,

13 4 2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications,

13 4 2 1 in the notice convening the meeting,

13 4 2 2 in any instrument of proxy sent out by the charity in relation to the meeting, or

13 4 2 3 in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting

it must be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote

13 5 An appointment of proxy which is not deposited, delivered or received in a manner described in Article 13 4 2 shall be invalid

13 6 A vote given or by proxy or by the duly authorised representative of a Member which is an organisation shall be valid even if the authority of the person voting has been determined unless notice of the determination was received by the Charity at

13 6 1 its registered office,

13 6 2 at such other place at which the instrument of proxy was duly deposited, or

13 6 3 (where the appointment of the proxy was contained in an electronic communication) at the address at which such appointment was duly received

before the commencement of the meeting or adjourned meeting at which the vote is given

## **14 THE BOARD**

14 1 The Board shall consist of the Trustee Directors

- 14 2 Unless otherwise determined by ordinary resolution, the number of Trustee Directors shall be at least seven (7) but shall not be more than twelve (12) At least one Trustee Director shall be a natural person
- 14 3 A Trustee Director shall not be entitled to appoint an alternate Trustee Director
- 15 APPOINTMENT AND RETIREMENT OF TRUSTEE DIRECTORS**
- 15 1 The Trustee Directors shall be appointed as follows
- 15 2 In the case of the Chairperson, the Board shall
- 15 2 1 nominate a suitable candidate,
- 15 2 2 notify the Corporate Member/s in writing of their proposed candidate,
- 15 2 3 consult with the Corporate Member/s in relation to the proposed candidate, and
- 15 2 4 having received confirmation from the Corporate Member/s that they have jointly agreed upon the appointment, proceed with the appointment or, if no such confirmation is given, reconsider the nomination and identify an alternative candidate
- 15 2 5 The remaining Trustee Directors shall be appointed by the Board
- 15 3 In the event that the Board fails for whatever reason to complete the required appointment/s pursuant to Article 15 2 5, then the Members shall have the right to appoint a Trustee Director at any time (whether to fill a vacancy or as an additional Trustee Director) by ordinary resolution, provided that the person who is to be appointed is willing to act, and is permitted by law to do so, and the appointment does not cause the number of Trustee Directors to exceed the maximum number of Trustee Directors as prescribed by the Articles
- 15 4 A Trustee Director's term of office shall be three years from the date of his or her appointment
- 15 5 Subject to Article 15 6, prior to the expiration of a Trustee Director's term of office the Board may vote, without that Trustee Director being present, to extend that Trustee Director's term of office for up to a further four

years

15 6 The Chairperson's term of office may be extended by the Board for a further period of three years, if he or she has already served as a Trustee Director for seven years in total, provided the Board has consulted with the Members and all of them (other than the Chairperson) have voted in favour of the extension

15 7 Corporate Members shall act in the best interests of the Charity when exercising rights under this Article 15

## **16 DISQUALIFICATION AND REMOVAL OF TRUSTEE DIRECTORS**

16 1 If any Trustee Director who is also a Member

16 1 1 ceases for any cause to be a Member he shall cease to be a Trustee Director, unless the Trustee Directors by majority vote (which may include the vote of the Trustee Director in question) otherwise so direct, or

16 1 2 ceases for any cause to be a Trustee Director he shall cease to be a Member

16 2 The office of a Trustee Director shall be vacated if the Trustee Director

16 2 1 becomes bankrupt or makes any formal arrangement or composition with his creditors generally,

16 2 2 becomes prohibited from being a Trustee Director by reason of any order made under the provisions of the Company Directors Disqualification Act 1986,

16 2 3 becomes incapable by reason of mental disorder, illness, or injury of managing and administering his property and affairs,

16 2 4 he or she resigns his or her office by notice to the Charity and such resignation has taken effect in accordance with its terms,

16 2 5 he or she retires from office under Article 15 4,

16 2 6 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his interest in the manner required by sections



182 - 187 of the Act,

16 2 7 is removed by resolution of the Board,

16 2 8 is disqualified from acting as a trustee of a charity by virtue of Section 72 of the Charities Act 1993 and on ceasing to be a Trustee Director he shall, if applicable, forthwith cease to be a Member of the Charity,

16 2 9 he or she is absent from all the meetings of the Board held within a period of one year provided that these constitute at least three consecutive meetings and the Board resolves that his or her office be vacated,

16 2 10 he or she is removed by resolution passed by the Members on the grounds that the Trustee Director is guilty of conduct detrimental to, or of acting in any way that may undermine, the Objects or reputation of the Charity, save that the Trustee Director may exercise any statutory rights which he may have to protest against his removal, or

16 2 11 he or she dies

## **17 TRUSTEE DIRECTORS' REMUNERATION**

17 1 The Trustee Directors shall not be paid any remuneration by the Charity unless it is authorised by Article 5

## **18 TRUSTEE DIRECTORS' EXPENSES**

18 1 The Trustee Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees or General Meetings or otherwise in connection with the discharge of their duties

## **19 POWERS AND DUTIES OF THE BOARD OF TRUSTEE DIRECTORS**

19 1 Subject to the provisions of the Act, the Memorandum of Association of the Charity and these Articles and to any directions given by special resolution of the Members, the business of the Charity shall be overseen by the Board of Trustee Directors who may exercise all the powers of the Charity Trustees will at all times act in the best interests of the Charity and will ensure that all business conducted as a Trustee or on behalf of the Charity will be undertaken with the utmost diligence and probity

- 19 2 No alteration of these Articles and no direction given by special resolution of the Members shall invalidate any prior act of the Trustee Directors which would have been valid if that alteration had not been made or that direction had not been given
- 19 3 A meeting of Trustee Directors at which a quorum is present may exercise all powers exercisable by the Trustee Directors
- 19 4 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Trustee Directors shall from time to time by resolution determine
- 20 GOVERNANCE OF THE CHARITY**
- 20 1 The Trustee Directors may from time to time establish a Governance Framework to ensure the proper conduct and effective management of the charity, including as necessary any rules that the Trustee Directors deem to be appropriate in relation to matters such as the administration of the charity, employment matters and expenditure of the Charity
- 20 2 Pursuant to these Articles and to the Governance Framework, the Trustee Directors may delegate any of their powers to any committee or employee or officer of the Charity or other person as the Trustee Directors think fit Any such delegation may be made subject to any conditions which the Trustee Directors impose and may be collateral to their own powers and may be revoked or altered, save that no expenditure may be incurred or committed by such a committee or individual delegate on behalf of the Charity except in accordance with a budget previously agreed by the Board, and any such committee or individual delegate must promptly report its decisions and proceedings to the Board
- 20 3 Any person, or member of any committee, to whom the Trustee Directors delegate their powers, under the provisions of this Article 20, who has a direct or indirect interest that conflicts or may conflict with the interests of the Charity must disclose that Conflict to the Trustee Directors at the time of their appointment Where any such Conflict is disclosed, the Trustee

Directors may impose such additional conditions on the delegation as they see fit in order to protect the interests of the Charity

20 4 The appointment of the Institute Director shall be made by the Trustee Directors, who shall

20 4 1 nominate a suitable candidate in accordance with the relevant criteria set out in the Governance Framework,

20 4 2 notify the Corporate Member/s in writing of the proposed candidate,

20 4 3 consult with the Corporate Member/s in relation to the proposed candidate, and

20 4 4 having received confirmation from the Corporate Member/s that they have jointly agreed upon the appointment, proceed with the appointment or, if confirmation is refused, reconsider the nomination and identify an alternative candidate

20 5 Nothing in the Governance Framework shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Charity or these Articles The provisions of these Articles shall prevail in the event that there is any inconsistency between the Articles and the Governance Framework

20 6 Corporate Members shall act in the best interests of the Charity when exercising rights under this Article 20

## **21 TRUSTEE DIRECTORS' INTERESTS**

21 1 Unless authorised by the Trustee Directors in accordance with these Articles a Trustee Director must not vote on or be counted in the quorum in relation to any resolution of the Trustee Directors in which the Trustee Director has a direct or indirect interest that conflicts or may conflict with the interests of the Charity Such an interest is referred to in these Articles as a "Conflict" For the avoidance of doubt, no such requirement relates to any decision to be made under Article 21 7 1

21 2 Any authorisation under this Article will be effective only if

21 2 1 the authorisation in question has been proposed by any Trustee Director

for consideration at a meeting of Trustee Directors in the same way that any other matter may be proposed to the Trustee Directors under the provisions of these Articles or in such other manner as the Trustee Directors may determine,

21 2 2 the quorum at the meeting of the Trustee Directors at which the matter is considered is met without counting the Trustee Director who is the subject of the authorisation, and

21 2 3 the authorisation was agreed to without the Trustee Director who is the subject of the authorisation voting, or would have been agreed to if his or her vote had not been counted

21 3 Any authorisation of a Conflict under this Article 21 may (whether at the time of giving the authorisation or subsequently)

21 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the authorisation,

21 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Trustee Directors may determine, and

21 3 3 be terminated or varied by the Trustee Directors at any time provided that this will not affect anything done by the Trustee Director in accordance with the terms of the authorisation prior to such termination or variation

21 4 In giving such authorisation the Trustee Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee Director has obtained any information through his or her involvement in the Conflict otherwise than as a Trustee Director of the Charity and in respect of which he or she owes a duty of confidentiality to another person the Trustee Director is under no obligation to

21 4 1 disclose such information to the Trustee Directors or to any Trustee Director or other officer or employee of the Charity, or

21 4 2 use or apply any such information in performing his or her duties as a Trustee Director

where to do so would amount to a breach of that confidence

- 21 5 Where the Trustee Directors consider whether to give an authorisation they may provide, without limitation (whether at the time of giving the authorisation or subsequently)
- 21 5 1 that the Trustee Director is excluded from discussions (whether at meetings of Trustee Directors or otherwise) related to the Conflict,
- 21 5 2 is not given any documents or other information relating to the Conflict,
- 21 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Trustee Directors in relation to any resolution relating to the Conflict
- 21 6 Where the Trustee Directors give an authorisation
- 21 6 1 the Trustee Director will be obliged to conduct himself in accordance with any terms imposed by the Trustee Directors in relation to the Conflict,
- 21 6 2 subject to Article 21 8, the Trustee Director will not infringe any duty he or she owes to the Charity by virtue of sections 171 to 177 of the Companies Act 2006 provided he or she acts in accordance with such terms, limits and conditions (if any) as the Trustee Directors impose in respect of its authorisation
- 21 7 A Trustee Director's duty to avoid conflicts does not apply in relation to a proposed transaction or arrangement with the Charity where
- 21 7 1 the Trustee Directors so decide,
- 21 7 2 the proposed transaction or arrangement is not prohibited by the Charity's Articles of Association, and
- 21 7 2 1 it is within the descriptions of the types of transactions and arrangements into which the Charity has power to enter as described in these Articles
- 21 8 Notwithstanding Article 21 6 2 above, a Trustee Director must declare to the other Trustee Directors the nature and extent of any Conflict in relation to a proposed transaction or arrangement with the Charity or in relation to a transaction or arrangement entered into by the Charity which has not previously been declared

- 21 9 Subject to Article 21 11, a Trustee Director is not required, by reason of being a Trustee Director (or because of the fiduciary relationship established by reason of being a Trustee Director), to account to the Charity for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustee Directors (subject to any terms, limits or conditions attaching to that authorisation), or which he or she derives from a transaction or arrangement with the Charity as described above, and no contract shall be liable to be avoided on such grounds
- 21 10 All acts done by a meeting of Trustee Directors, or of a committee of Trustee Directors, shall be valid notwithstanding the participation in any vote of a Trustee Director
- 21 10 1 who was disqualified from holding office,
- 21 10 2 who had previously retired or who had been obliged by the constitution to vacate office, or
- 21 10 3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise,
- 21 10 4 if without
- 21 10 4 1 the vote of that Trustee Director, or
- 21 10 4 2 that Trustee Director being counted in the quorum
- the decision has been made by a majority of the Trustee Directors at a quorate meeting
- 21 11 Article 21 9 does not permit a Trustee Director to keep any benefit that may be conferred upon him or her by a resolution of the Trustee Directors or of a committee of the Trustee Directors if, but for Article 21 10, the resolution would have been void, or if the Trustee Director has not complied with Article 21 8
- 22 PROCEEDINGS OF THE TRUSTEE DIRECTORS**
- 22 1 Subject to the provisions of these Articles, the Trustee Directors may

regulate their meetings as they think fit

- 22 2 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote
- 22 3 The quorum necessary for the transaction of the business of the Trustee Directors shall be three or one third of the Trustee Directors, whichever is the greater number. However if the number of Trustee Directors falls to less than seven, the continuing Trustee Directors may act only for the purpose of filling vacancies or calling a general meeting of the Members
- 22 4 The Board shall appoint the Chairperson of the Trustee Directors in accordance with Article 15 and may remove him or her from that office, in accordance with the provisions of these Articles. Unless he or she is unwilling to do so, the Trustee Director so appointed shall preside at every meeting of the Trustee Directors at which he or she is present. If there is no chairperson of the Trustee Directors, or if the Trustee Director holding that position is unwilling to preside or is not present within one hour after the time appointed for the meeting, the Trustee Directors present may appoint one of their number to be interim chairperson of that meeting
- 22 5 Any Trustee Director may participate in a meeting by means of a telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and a person so participating shall be entitled to vote and be counted in a quorum accordingly
- 22 6 With the exception of resolutions concerned with the removal of a Trustee Director or with the termination of appointment of the Charity's auditors prior to the expiration of their term of office (which are subject to the provisions of s 168 and s 510 respectively of the Act) a resolution in writing, signed by all the Trustee Directors entitled to receive notice of a meeting of the Trustee Directors shall be as valid and effectual as if it had been passed at a meeting of the Trustee Directors duly convened and held

22 7 The Trustee Directors may invite any third party to attend a meeting of the Board as an observer or adviser in accordance with these Articles, provided that the observer or adviser shall take no part in any vote or decision taken by the Trustee Directors

**23 COMMITTEES**

23 1 The Trustee Directors may appoint such committees and may delegate any of its powers (on any terms it thinks fit) to such committees as it thinks fit to advise it on any matters concerning the work of the Charity

23 2 Any such committee shall consist partly of Trustee Directors and partly of persons co-opted to the Committee, provided that a Trustee Director shall be the Chairperson of every such committee and the number of co-opted persons on any committee shall not exceed six The co-opted persons shall not be entitled to vote at meetings of the committee All actions of any such committees shall be reported fully and promptly to the Trustee Directors

23 3 A committee may meet and adjourn as they think proper Questions arising at any meeting shall be determined by a majority of votes of the Trustee Directors of such committee present and entitled to vote, and in the case of any equality of votes the Chairperson of the meeting shall have a second or casting vote

23 4 All acts done by any meeting of any committee or by any person acting as a member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified

**24 SECRETARY**

24 1 The Trustee Directors may appoint some person selected by them to act as the Secretary of the Charity (who shall not be a Trustee Director) on such terms and conditions as they consider reasonable The Trustee Directors may dismiss such Secretary and appoint any person in his place, except that the dismissal of a Secretary shall not take effect until such Secretary has been given the opportunity of appealing to the



Charity in General Meeting against such dismissal and appearing before them in support of his or her appeal

**25 MINUTES**

25 1 The Secretary shall keep such books, accounts, minutes and records as are necessary in connection with the business of the Charity, including

25 1 1 the names and addresses of all Members,

25 1 2 all appointments of Trustee Directors, and the Secretary,

25 1 3 names of the Trustee Directors present at each meeting of the Charity, the Trustee Directors and any committees, and

25 1 4 all resolutions and proceedings at all meetings specified in Article 25 1 3

**26 THE SEAL**

26 1 The seal shall only be used with the authority of the Trustee Directors or of a committee of the Trustee Directors authorised by the Trustee Directors in that behalf Every instrument to which the seal shall be affixed shall be signed by a Trustee Director and shall be countersigned by the Secretary or by a second Trustee Director or by some other person authorised by the Trustee Directors for the purpose

**27 ACCOUNTS AND ANNUAL REPORT**

27 1 The books of account shall at all times be open to the inspection of the Trustee Directors

27 2 The Trustee Directors must prepare and present Company Records as required by the Act

27 3 The Trustee Directors shall comply with the requirements of the Charities Act 1993 (and any subsequent modification or replacement) with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Commission

27 4 The Trustee Directors shall notify the Commission of any changes to the Charity's entry on the Register of Charities

**28 AUDIT**

28 1 Auditors shall be appointed and their duties regulated in accordance with

the provisions of the Act

**29 NOTICES**

29 1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustee Directors need not be in writing

29 2 The Charity may give notice to a Member either personally or by sending it by first class post in a pre- paid envelope addressed to the Member at his or her address or by leaving it at that address, or (if he or she has no registered address within the United Kingdom) to or at the address, if any, within the United Kingdom supplied by him or her to the Charity for the giving of notices to him or her, but otherwise, no such Member shall be entitled to receive any notice from the Charity

29 3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted

29 4 Where the Act permits, the Charity may give written notice or send documents to a Member by sending them in an Electronic Form to the Member's Electronic Address Such documents or notice will be validly sent provided the Member has provided an Electronic Address to the Charity and notified the Charity that it is willing to receive notices to that Electronic Address, and the Charity complies with the other requirements of the Act

29 5 Subject to any requirement of the Act, documents and notices may be sent to the Charity in Electronic Form to the address specified by the Charity for that purpose and such documents and notices sent to the Charity are sufficiently authenticated if the identity of the sender is confirmed in the way the Charity has specified

29 6 Where a notice is sent in an Electronic Form, notice shall be deemed to have been given at the expiration of 72 hours after the Electronic Form containing the same is sent A Member present in person at any meeting of the Charity shall be deemed to have received notice of that meeting

and, where required, the purpose for which it was called

**30 INDEMNITY**

30 1 Subject to the provisions of, and so far as may be permitted by, the Act and the Charities Act 1993 (and any subsequent modification or replacement) but without prejudice to any indemnity to which the person concerned may be otherwise entitled, every Trustee Director or other officer of the Charity shall be indemnified out of the assets of the Charity against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his or her duties or the exercise of his or her powers or otherwise in relation to or in connection with his or her duties, powers or office, providing that any such indemnity in relation to a Trustee Director shall only be valid in respect of any negligence, default, breach of duty or a breach of trust of which the Trustee Director may be guilty in relation to the Charity to the extent that it constitutes a qualifying third party indemnity provision as defined in Section 234 of the Act. The Charity may also, subject to the Act, provide funds to any Trustee Director or other officer (excluding the Auditors) or do anything to enable a Trustee Director or other officer to avoid incurring expenditure of the nature described in Section 205 of the Act.