

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION* OF

OPEN COLLEGE NETWORK (TROCEN)

1. Name

The name of the company is Open College Network (TROCEN) ("the Charity").

2. Registered Office

The Charity's registered office is to be situated in England and Wales.

3. Objects

3.1 The Charity's objects ('the Objects') are:

3.1.1 the advancement of the education, learning and training of the public in either or both of the following ways:-

3.1.1.1 by operating in the North of England and Scotland ("the Region") as an Accrediting Body licensed by the National Open College Network to accredit programmes and award learners in a range of learning programmes across the Region which demonstrate the cross sectoral nature of the accreditation system;

3.1.1.2 by ensuring that there is a quality assured effective and comprehensive accreditation service through which to consistently award credit for learner achievements and provide access into, and pathways across, the national qualifications system;

3.1.1.3 by promoting and widening participation in education, learning and training, particularly by those adults who have previously been excluded from educational opportunities;

3.1.1.4 by improving the quality and flexibility of education, learning and training provision for the public benefit, primarily for those adults who have previously benefited least from formal educational provision;

3.1.1.5 by safeguarding and promoting the quality of the programmes of learning it accredits;

3.1.1.6 by providing a means by which progression, access, satisfaction and motivation may be enhanced for learners; and

3.1.1.7 by operating as an approved validated agency by the Quality Assurance Agency.

* Amended pursuant to a Written Resolution dated 18th January 2001

- 3.1.2 the improvement of the educational welfare of learners through the award of universally recognised credits and credit-based qualifications through a nationally agreed and maintained framework, for the general benefit of the public, thereby enhancing progression, motivation and satisfaction of learners and improving access to learning opportunities and facilitating progression to further learning, employment, training and higher education.

3.2 In furtherance of the Objects, but not otherwise, the Charity will:-

- 3.2.1 develop, monitor and evaluate strategy and policy in pursuance of the Objects to improve the quality and flexibility of education provision for the public benefit;
- 3.2.2 develop and maintain an effective database for assessing the quality and standards of all awards issued and for the tracking of learners credits and programmes which is compatible with national databases;
- 3.2.3 maintain Quality Assurance Agency for Higher Education and National Open College Network approval as an Accreditation Agency;
- 3.2.4 establish and maintain a database register of learning programmes accredited by the Charity;
- 3.2.5 promote the credibility and currency of awards through widening participation and progression;
- 3.2.6 satisfy regulatory requirements in the advancement of education, learning and training available to the public;
- 3.2.7 ensure quality enhancement and continuous improvements in the quality and flexibility of educational opportunities to the public benefit;
- 3.2.8 act openly and mutually with its members in enabling them to support the Charity in pursuance of the Objects;
- 3.2.9 support its members in sustaining responsiveness and accountability within their own locality.

3.3 In furtherance of the Objects, the Charity may exercise the following powers:

- 3.3.1 support local equal opportunity strategies and engage in initiatives which will widen participation of all learners in the educational system;
- 3.3.2 foster collaboration and partnership arrangements within and between sectors;
- 3.3.3 assist providers in identifying and accessing sources of funding to promote access to education for all adult learners;
- 3.3.4 liaise with all appropriate bodies involved in, or interested in, improving opportunities for adult learners, including Higher Education and Further Education institutions, Local Learning and Skills Councils (LSC's), employer organisations, Local Authorities, voluntary, adult and community organisations;

- 3.3.5 facilitate collaboration in terms of institutional resources to support and develop provision;
- 3.3.6 liaise with other consortia and other relevant agencies;
- 3.3.7 ensure that accredited learning programmes fulfil their aims and objectives;
- 3.3.8 adhere to procedures for the monitoring and review of recognised and validated courses;
- 3.3.9 monitor learner enrollment, progress and destinations;
- 3.3.10 support and encourage collaborative staff development programmes within and across institutions associated with it;
- 3.3.11 annually evaluate success in meeting its aims and objectives;
- 3.3.12 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and operate bank accounts in the name of the Charity;
- 3.3.13 borrow and raise money in such manner and giving such security as the board of trustees may think fit;
- 3.3.14 raise funds and invite and receive contributions from any person or persons without prejudice to the ability of the Charity to disclaim any gift and provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 3.3.15 acquire, construct, maintain, alter, improve, hire, take on lease or licence and (subject to such consents and such conditions as may be required by law) to charge or otherwise dispose of any real or personal property;
- 3.3.16 subject to clause 3.4 below employ paid or unpaid agents, advisers or staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 3.3.17 establish or support or aid the establishment or support of any charitable trusts, associations or institutions formed for all or any of the Objects and subscribe or guarantee money for charitable purposes in any way connected with or calculated by the board of trustees to further the Objects;
- 3.3.18 co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and exchange information and advice with them;
- 3.3.19 foster and undertake research and development into any aspect of the Objects including the publication of results, papers, reports or other material arising out of such research and developments;
- 3.3.20 deposit or invest the monies of the Charity not immediately required for the purposes of carrying on the business of the Charity in or on such

investments, securities or property as the trustees may think 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 provided below;

- 3.3.21 insure and arrange insurance cover for, and indemnify its officers, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
 - 3.3.22 to acquire and manage the business and assets of Open College Network (TROCN) being an unincorporated association and to subscribe to, become a member of, or amalgamate, or co-operate with any companies, institutions, societies or associations which are charitable at law and have objects similar to those of the Charity;
 - 3.3.23 pay out of the funds of the Charity the costs, charges and expenses of, and incidental to, the formation and registration of the Charity;
 - 3.3.24 provide indemnity insurance to cover the liability of the trustees 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 trustees knew to be a breach of trust, or breach of duty or which was committed by the trustees 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 trustees in their capacity as trustees of the Charity and shall not extend to any liability to make such contribution, where the basis of the trustees' liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation; and
 - 3.3.25 do all such other lawful things as are necessary for the achievement of the Objects.
- 3.4 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that nothing in this document shall prevent any payment in good faith by the Charity:-
- 3.4.1 of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a member of the board of trustees or any agent or adviser of the Charity;
 - 3.4.2 of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the board of trustees;

- 3.4.3 of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 3.4.4 of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee;
- 3.4.5 to any trustee of reasonable out-of-pocket expenses;
- 3.4.6 of any premium in respect of any indemnity insurance to cover the liability of the trustees which by virtue of any rule of law would otherwise attach to him or 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 trustee or trustees knew to be a breach of trust or breach of duty or which was committed by the trustee or trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustee or trustees in their capacity as trustees of the Charity.

4. Members' Liability

The liability of the members is limited.

5. Contribution

Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Charity's debts and liabilities contracted before he 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.

- 6. If the Charity is wound up or dissolved and, after all its debts and liabilities have been satisfied, there remains any income and property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 3.4 of the memorandum, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the subscribers to this memorandum wish to be formed into a company pursuant to this memorandum.

Name and Address and signatures of Subscribers

Everdirector Limited
Sun Alliance House
35 Mosley Street
Newcastle upon Tyne
NE1 1XX

Dated: 21.07.00

Witness to the above signatures:-

ANNE McCULLOCH

21/7/00
Date

Address:

SUN ALLIANCE HOUSE
35 MOSLEY STREET
NEWCASTLE UPON TYNE