

CRN. 4180639

THE COMPANIES ACTS 1985 to 1989

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COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
THE FOUNDATION FOR SOCIAL ENTREPRENEURS
[As amended by Written Resolution dated 15 November 2002]

Incorporated 15 March 2001

BATES, WELLS & BRAITHWAITE
Cheapside House
138 Cheapside
London EC2V 6BB
Ref: STL.AR.016270.1



THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

THE FOUNDATION FOR SOCIAL ENTREPRENEURS

1. The name of the company (hereinafter called "the Foundation") is The Foundation for Social Entrepreneurs.

2. The registered office of the Foundation will be situate in England and Wales.

3. OBJECTS

The Foundation is established to promote the following objectives for the public benefit throughout the world and in accordance with the law of charity in England and Wales for the time being without discrimination as to age, sex, race, religion or opinion:-

3.1. The relief of poverty.

3.2. The promotion of education and training.

3.3. The advancement of other charitable purposes beneficial to the community.

4. POWERS

To promote its objects but not for any other purpose the Foundation may:-

4.1 make awards, grants or bursaries to individuals;

- 4.2 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.3 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.4 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 purchase, lease hire receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 4.7 subject to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable;
- 4.8 subject to any consent required by law borrow and raise money on such terms and security as the Foundation may think suitable;
- 4.9 raise funds and invite and receive contributions from any person(s) provided that the Foundation shall not undertake any permanent trading activities in raising funds;
- 4.10 carry on trade in the course of carrying out any of its objects;
- 4.11 carry on temporary trade ancillary to carrying out its objects;
- 4.12 incorporate wholly owned subsidiary companies to carry on any trade;
- 4.13 employ and pay agents, employees and professional or other advisors;
- 4.14 grant pensions and retirement benefits to employees of the Foundation and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Foundation and their dependants;
- 4.15 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions;
- 4.16 undertake and execute any charitable trusts which may lawfully be undertaken by it;

- 4.17 invest and deal with the Foundation' money not immediately required for its objects in or upon any investments, securities, or property;
 - 4.18 guarantee and become or give security for the performance of contracts by any person or company;
 - 4.19 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
 - 4.20 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Foundation' objects;
 - 4.21 pay out of it's funds the costs of forming and registering the Foundation;
 - 4.22 pay out of the funds of the Foundation the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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 Foundation. No such insurance shall extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
 - 4.23 do all such other lawful things as shall further the Foundation' objects.
5. The income and property of the Foundation shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members of the Foundation except for payment in good faith of:-
- 5.1 reasonable and proper wages to any employee (not being a Trustee) for any services given to the Foundation and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member officer or employee of the Foundation;
 - 5.2 interest on money lent to the Foundation at a reasonable and proper rate per annum;
 - 5.3 reasonable and proper rent for premises let to the Foundation;
 - 5.4 fees, or other benefits to any company of which a Trustees is also a member holding not more than 1/100th part of the capital;

- 5.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.22 of this Memorandum;
- 5.6 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Foundation to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Foundation or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion;
- 5.7 grants to members of the Foundation to carry out activities in fulfilment of the Foundation's objects.
- 6. The liability of the members is limited.
- 7. Every member of the Foundation undertakes to contribute such amount as may be required, not exceeding £1, to the Foundation's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member:-
 - 7.1 for the payment of the Foundation's debts and liabilities contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up; and
 - 7.3 for the adjustment among themselves of the rights of persons who have contributed to the Foundation's assets.
- 8. If any property remains after the Foundation has been wound up or dissolved and all debts and liabilities have been satisfied it shall be given or transferred to some other charitable institution or institutions having similar objects to those of the Foundation and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as Clause 5 of this Memorandum imposes upon the Foundation. The institution or institutions which are to benefit shall be chosen by the members of the Foundation at or before the time of winding up or dissolution.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

Signed by K.W. Kirkland and Jeremy Oppenheim

Trustees on behalf of Ashoka (UK) Trust

Witness to the above signatures:

Signature:

Name: G. Mynor

Address: 79 Hamlet Grdens,
London W6 0SX

Occupation: Management Consultant

Date: 9.3.01

Signed by A. Mawson_____ and Adele Blackburn_____

Directors on behalf of Bright Red Dot Foundation Limited

Witness to the above signatures:

Signature:

Name: D. Findlay

Address: 45 Redfriffe Road,
London SE13 0JX

Occupation: Director of Finance

Date: 9.3.01

Signed by Ray Sheath_____

Directors on behalf of The Scarman Trust

Witness to the above signatures:

Signature:

Name: Paul Birtle

Address: 21 Cartwell Street
London SW17

Occupation: Charity Director

Date 9.03.01

Signed by _____ and James Cornford _____

Directors on behalf of The School for Social Entrepreneurs

Witness to the above signatures:

Signature:

Name: James Smith

Address: 30 Eton Hall, Eton College Road
London NW3 2DP

Occupation: Director

Date: 7.3.01

Signed by L Demarco_____ and Rodney Stares

On behalf of Social Network Scotland

Witness to the above signatures:

Signature:

Name: Simon Cattle

Address: 9 East Reston Street
Edinburgh

Occupation: Researcher

Date: 2.3.01

Signed by _____ and Michael Norton

On behalf of Changemakers

Witness to the above signatures:

Signature:

Name: Hada El Naggar

Address: 68 Haberdasher Street
London N1 6EJ

Occupation: Lecturer

Date: 23.2.2001

Signed by _____ and _____

On behalf of Comic Relief

Witness to the above signatures:

Signature:

Name: D. M. Ager

Address: 5th Floor, 89 Albert Embankment
London SE1 7UD

Occupation: Chartered Accountant

Date: 8 March 2001

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

The Foundation for Social Entrepreneurs

INTERPRETATION

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

<u>Term</u>	<u>Meaning</u>
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 "Articles"	These Articles of Association of the Foundation
1.3 "Ashoka"	Ashoka (UK) Trust registered charity no. 328469 of 1 Curtain Road, London, EC2A 3JX
1.4 "Chairman"	the Chairman of the Foundation who shall be one of the Independent Trustees appointed in accordance with Article 33
1.5 "Changemakers"	Changemakers, registered charity no. 1063065 of 9 Mansfield Place, London, NW3 1HS
1.6 "clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be

	given and the day for which it is given or on which it is to take effect
1.7 "Comic Relief"	Charity Projects (operating as Comic Relief) a company limited by guarantee (CRN 1806414), registered charity no. 326568 whose registered office is at Hanover House, Hanover Square, London W1R 0BE
1.8 "Community Action Network"	The Bright Red Dot Foundation Limited, a company limited by guarantee (CRN 3635124) registered charity no. 1075749 whose registered office is at The CAN Centre, Elizabeth House, 39 York Road, London, SE1 7NQ
1.9 "Independent Trustees"	the Trustees appointed under Article 33
1.10 "Member Trustees"	The Trustees appointed or elected by the members under Articles 34 and 35
1.11 "Memorandum"	the Memorandum of Association of the Foundation
1.12 "Millennium Commission"	The Millennium Commission a body corporate established by Section 40 of the National Lottery Act 1993
1.13 "Office"	the registered office of the Foundation
1.14 "Partners"	Ashoka, Changemakers, Comic Relief, Community Action Network, The School for Social and Senscott
1.15 "Secretary"	the Secretary of the Foundation or any other person appointed to perform the duties of the Secretary of the Foundation
1.16 "The School for Social Entrepreneurs"	The School for Social a company limited by guarantee (CRN 3900741) whose registered office is at 18

Victoria Park Square, London, E2
9PF

- 1.17 "Senscott" Social Network Scotland an unincorporated association, registered with the Inland Revenue, SC029210 of 54 Manor Place, Edinburgh, EH3 7EH
- 1.18 "Trustees and Trustees" the director and directors as defined in the Act, and includes the Member Trustees and the Independent Trustees
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Foundation .

MEMBERSHIP

3. The Partners and such other persons as the Partners unanimously agree shall be the members of the Foundation.
4. Every member shall appoint an individual to represent it at meetings of the Foundation and the name of such representative and the fact that he or she is the representative of such member shall be noted in the register of members. A member shall be able to replace its representative with another individual by giving notice in writing to the Foundation.
5. A member shall cease to be a member:-
- 5.1 on the expiry of at least seven clear days' notice given by it to the Foundation of its intention to withdraw;
- 5.2 if any subscription or other sum payable by the member to the Foundation is not paid on the due date and remains unpaid seven days after notice served on the member by the Foundation informing it that it will be removed from membership if it is not paid. The Trustees may re-admit to membership any member who is removed on this ground on it paying such reasonable sum as the Trustees may determine;
- 5.3 if it makes any arrangement or composition with its creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its

winding up or being an unincorporated organisation, a majority of its trustees became bankrupt; or

- 5.4 if, at a meeting of the members at which at least 5 of the members are present, a resolution is passed by 75% of the members present resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Foundation any subscription or other sum owed by it.

Patron

6. The Trustees may appoint and remove any person as a patron of the Foundation and on such terms as it shall think fit.
7. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Foundation as if a member and shall also have the right to receive accounts of the Foundation when available to members.

GENERAL MEETINGS

Annual General Meeting

8. the Foundation shall hold an annual general meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one annual general meeting and the next. It shall be held at such time and place as the Trustees shall think suitable.

Other General Meetings

9. The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 2 members. In default, the requisitionists may call a general meeting in accordance with the Act.

Length of Notice

10. Unless Article 11 applies, an annual general meeting and a general meeting called to pass a special resolution shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice.

11. A general meeting may be called by shorter notice if it is so agreed:-
 - 11.1 in the case of an annual general meeting, by all the members entitled to attend and vote at that meeting; and
 - 11.2 in the case of any other general meeting, by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the members.

Contents of Notice

12. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

Service of Notice

13. Notice of general meetings shall be given to every member, the Trustees and to the auditors of the Foundation.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a duly authorised representative or fifty percent of the total membership, whichever is the greater, shall be a quorum.
15. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
16. The Chairman, or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting, but if neither the Chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairman and, if there is only one Trustee present and willing to act, he or she shall be Chairman.
17. If no Trustee is willing to act as Chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting,

the members present and entitled to vote shall choose one of their number to be Chairman.

18. Any Trustee may attend and speak at any general meeting.
19. The Chairman 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, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

A resolution put to the vote of a meeting shall be decided on a show of hands.

20. A declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
21. In the case of an equality of votes the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have.
22. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
23. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which it was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more members. The date of a written resolution shall be the date on which the last member signs. Copies of all proposed written resolutions of the members shall be sent to the Foundation's auditor before being passed.

Votes of members

24. On a show of hands every member present by its representative in person shall have one vote.

25. No member may vote on any matter in which it is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members present at the meeting, such permission to be given or withheld without discussion.
26. No member shall be entitled to vote at any general meeting unless all monies presently payable by it to the Foundation have been paid.
27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.
28. A vote given by the duly authorised representative of a member shall be valid notwithstanding the previous termination of the authority of the person voting unless notice of the termination was received by the Foundation at the Office before the commencement of the meeting or adjourned meeting at which the vote is given.

The Trustees

Number of Trustees

29. Unless otherwise decided by ordinary resolution the maximum number of Trustees shall be 15.
30. The Board
 - 30.1 The First Trustees shall be as named in form G10 filed with the Registrar of Companies.
 - 30.2 Subject to Article 30.1 the Board of Trustees shall comprise
 - 30.2.1 Six Member Trustees appointed or elected in accordance with Articles 34 and 35
 - 30.2.2 One Trustee appointed by the Millennium Commission in accordance with Article 34
 - 30.2.3 Seven Independent Trustees appointed in accordance with Article 33.
31. The Member Trustees
 - 31.1 For so long as the Partners are the only members of the Foundation each Partner may appoint one Trustee in accordance with Article 34.
 - 31.2 If the Partners cease to be the only members of the Foundation the Member Trustees shall be elected in accordance with Article 35.

32. The Millennium Commission

The Millennium Commission may appoint one Trustee in accordance with Article 34.

33. The Independent Trustees

33.1 The Trustees shall appoint the Independent Trustees who shall not be associated with the Partners. For the avoidance of doubt the Independent Trustees may participate in the appointment of Independent Trustees.

33.2 The first Independent Trustees shall be appointed as soon as reasonably practicable after the incorporation of the Foundation.

33.3 The Independent Trustees shall be appointed for a term of three years, to commence at the end of an annual general meeting. An Independent Trustee may be re-appointed for one further term up to a maximum of six years, when he or she shall retire from office for at least one year before being eligible to be re-appointed. If an Independent Trustee ceases to hold office during his or her term the Trustees shall appoint another Independent Trustee to serve in his or her place.

33.4 The Board may dismiss an Independent Trustee by a resolution passed by a two thirds majority of the Trustees present and voting at a duly convened meeting provided

- At least 21 days' notice has been given of the meeting
- The Independent Trustee in question has been advised of the reasons for the resolution and is given an opportunity to circulate comments to the Trustees in writing and to address the Board.

33.5 If an Independent Trustee commences his or her office other than at the end of an annual general meeting, the period from the date of the appointment to the next annual general meeting shall be disregarded in calculating the Trustee's three year term.

33.6 Independent Trustees shall be appointed by the Board to serve as Chairman, Chairman of the Finance and Audit Committee, Chairman of the Investment Committee and Chairman of the Fundraising Committee.

34. Appointment of Member and Millennium Commission Trustees

34.1 Subject to Articles 30.1 and 35 each Partner and the Millennium Commission may appoint or dismiss its appointed Trustee by serving written notice on the Secretary at the office.

- 34.2 All appointed Trustees shall serve for a period of three years commencing at the end of an annual general meeting, when they shall retire. An appointed Trustee may be re-appointed for two further terms up to a maximum period of nine years, when he or she shall retire from office for at least one year before being eligible to be re-appointed.
- 34.3 If a majority of the Trustees request by written notice a Partner or the Millennium Commission to replace its appointed Trustee, the appointor shall within a reasonable period exercise its powers under Article 34.1 to dismiss the Trustee in question and appoint another in his or her place.
- 34.4 If an appointed Trustee commences his or her office other than at the end of an annual general meeting, the period from the date of the appointment to the next annual general meeting shall be disregarded in calculating that Trustee's three year term.
35. Election of Member Trustees
- 35.1 If Article 31.2 applies the members shall convene a meeting on 21 day's notice, to be held at the first annual general meeting after the Partners are no longer the only members, at which the members shall elect the Member Trustees.
- 35.2 Thereafter at each annual general meeting one-third of the Member Trustees, or if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. If there is only one Member Trustee who is subject to retirement by rotation, he or she shall retire.
- 35.3 The Member Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Member Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.
- 35.4 If the members at the meeting at which a Member Trustee retires by rotation does not fill the vacancy, the retiring Member Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Member Trustee is put to the meeting and lost.
- 35.5 No person other than a Member Trustee retiring by rotation shall be appointed or reappointed a Member Trustee at any general meeting unless:-
- 35.5.1 he or she is recommended by the Member Trustees; or

- 35.5.2 at least fourteen but not more than thirty-five clear days before the date appointed for the meeting, notice executed by a member has been given to the Foundation of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Foundation's register of Trustees together with notice executed by that person of his or her willingness to be appointed or reappointed.
- 35.6 No person may be appointed as a Trustee :
- 35.6.1 unless he or she has attained the age of 18 years;
- 35.6.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 36.
- 35.7 At least seven but not more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all member (other than in the case of a Member Trustee retiring by rotation at the meeting) who is recommended by the Member Trustees for appointment or reappointment as a Member Trustee at the meeting or in respect of whom notice has been duly given to the Foundation of the intention to propose him or her at the meeting for appointment or reappointment as a Member Trustee . The notice shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Foundation' register of Trustees.
- 35.8 The members may appoint a person who is willing to act to be a Member Trustee, either to fill a vacancy or as an additional Member Trustee, provided that the appointment does not cause the number of Trustees to exceed 15. A Member Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Member Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the end of the meeting.

Disqualification and removal of Trustees

36. The office of a Trustee shall be vacated if:-
- 36.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee; or
- 36.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- 36.3 he or she is, or may be, suffering from mental disorder and either:-
- 36.3.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - 36.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
- 36.4 he or she resigns his or her office by notice to the Foundation (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- 36.5 he or she is dismissed pursuant to Articles 33.4 and 34.1

Powers of Trustees

37. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Foundation shall be managed by the Trustees who may exercise all the powers of the Foundation. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
38. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Foundation for such purposes and on such conditions as they determine.

Regulations

39. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Foundation and its affairs, as to the duties of any officers or employees of the Foundation, as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations shall not be inconsistent with the Memorandum or the Articles.

Delegation of Trustees' powers

40. The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:
- 40.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number); and
 - 40.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify; and
 - 40.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary; and
 - 40.4 all delegations under this Article shall be revocable at any time;
 - 40.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit; and
 - 40.6 in particular the Trustees shall establish:
 - an Awards and Fellowship Committee;
 - an Audit Committee
 - an Investment Committee
41. For the avoidance of doubt, the Trustees may (in accordance with Article 40) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustees, provided always that no committee shall incur expenditure on behalf of the Foundation except in accordance with a budget which has been approved by the Trustees.
42. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.
- Investment Management
43. The Trustees may appoint as the investment manager for the Foundation a person whom they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either:

- 43.1 an individual of repute with at least fifteen years' experience of investment or financial management who is an authorised person within the meaning of the Financial Services Act 1986 ("the FSA"): or
- 43.2 a company or firm of repute which is an authorised or exempted person within the meaning of the FSA otherwise than by virtue of Section (45)(1)(j) of the FSA.
- 44. The Trustees may, subject to these Articles, delegate to an investment manager so appointed power at his or her discretion to buy and sell investments for the Foundation on behalf of the Trustees in accordance with the investment policy laid down by the Trustees.
- 45. Where the Trustees make any delegation in accordance with these Articles they shall:
 - 45.1 inform the investment manager in writing of the extent of the Foundation ' investment power;
 - 45.2 lay down a detailed investment policy for the Foundation and immediately inform the investment manager in writing of it and of any changes to it;
 - 45.3 ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
 - 45.4 ensure that they are kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by him or her of his or her delegated authority;
 - 45.5 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
 - 45.6 review the appointment at such intervals not exceeding 24 months as they shall think fit.
- 46. Where the Trustees make any delegation in accordance with these Articles they shall do so on the terms that:
 - 46.1 the investment manager shall comply with the terms of his or her delegated authority;
 - 46.2 the investment manager shall not do anything which the Trustees do not have the power to do;
 - 46.3 the Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these Articles; and

46.4 the Trustees shall give directions to the investment manager as to the manner in which he or she is to report to them all sales and purchases of investments made on their behalf.

47. The Trustees may:

47.1 make such arrangements as they think fit for any investments of the Foundation or income from those investments to be held by a corporate body as the nominee of the Foundation; and

47.2 pay reasonable and proper remuneration to any corporate body acting as the nominee of the Foundation in pursuance of this Article.

Expenses of Trustees

48. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Foundation or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF THE TRUSTEES

49. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

50. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustees at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars.

51. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.

52. The quorum for the transaction of the business of the Trustees shall be five.

53. The continuing Trustees or a sole continuing Trustees may act notwithstanding any vacancies in their number but, if and so long as the number of Trustees is less than the number fixed as a quorum, the Trustees may act for the purpose of increasing the number of Trustees to

that number or of summoning a general meeting of the Foundation but for no other purpose.

54. The Chairman shall preside at every meeting of Trustees at which he or she is present. If there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.
55. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
56. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees. The date of a written resolution of the Trustees shall be the date on which the last Trustee signs.
57. A meeting of the Trustees may be held either in person or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants.

GENERAL

Secretary

58. Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them.

Minutes

59. The Trustees shall cause minutes to be made in books kept for the purpose:-
 - 59.1 of all appointments of officers made by the Trustees; and
 - 59.2 of all proceedings at meetings of the Foundation and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustees of the Foundation, be sufficient evidence of the proceedings.

Accounts and Reports

60. the Foundation may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Foundation may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.
61. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
 - 61.1 annual reports;
 - 61.2 annual returns;
 - 61.3 annual statements of account.

Notices

62. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
63. the Foundation may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at its registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Foundation an address within the United Kingdom at which notices may be given to it shall be entitled to have notices given to it at that address, but otherwise no such member shall be entitled to receive any notice from the Foundation.
64. A member present by its representative at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
65. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be

given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

66. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Foundation shall be indemnified out of the assets of the Foundation against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

Trustees' Indemnity Insurance

67. The Trustees shall have power to resolve pursuant to clause 4.22 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

68. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the Foundation shall have effect and be observed as if the same were repeated in the Articles.

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

Signed by K.W. Kirkland and Jeremy Oppenheim

Trustees on behalf of Ashoka (UK) Trust

Witness to the above signatures:

Signature:

Name: G. Mynor

Address: 79 Hamlet Grdens,
London W6 0SX

Occupation: Management Consultant

Date: 9.3.01

Signed by A. Mawson_____ and Adele Blackburn

Directors on behalf of Bright Red Dot Foundation Limited

Witness to the above signatures:

Signature:

Name: D. Findlay

Address: 45 Redfriffe Road,
London SE13 0JX

Occupation: Director of Finance

Date: 9.3.01

Signed by Ray Sheath_____

Directors on behalf of The Scarman Trust

Witness to the above signatures:

Signature:

Name: Paul Birtle

Address: 21 Cartwell Street
London SW17

Occupation: Charity Director

Date 9.03.01

Signed by _____ and James Cornford _____

Directors on behalf of The School for Social Entrepreneurs

Witness to the above signatures:

Signature:

Name: James Smith

Address: 30 Eton Hall, Eton College Road
London NW3 2DP

Occupation: Director

Date: 7.3.01

Signed by L Demarco_____ and Rodney Stares_____

On behalf of Social Network Scotland

Witness to the above signatures:

Signature:

Name: Simon Cattle

Address: 9 East Reston Street
Edinburgh

Occupation: Researcher

Date: 2.3.01

Signed by _____ and Michael Norton

On behalf of Changemakers

Witness to the above signatures:

Signature:

Name: Hada El Naggar

Address: 68 Haberdasher Street
London N1 6EJ

Occupation: Lecturer

Date: 23.2.2001

Signed by _____ and _____

On behalf of Comic Relief

Witness to the above signatures:

Signature:

Name: D. M. Ager

Address: 5th Floor, 89 Albert Embankment
London SE1 7UD

Occupation: Chartered Accountant

Date: 8 March 2001