

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4225692

The Registrar of Companies for England and Wales hereby certifies that  
HAUSER-RASPE FOUNDATION

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 31st May 2001



\*N04225692H\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B





Companies House

— for the record —

# 12

Please complete in typescript,  
or in bold black capitals.

## Declaration on application for registration

CHFP000

Company Name in full

HAUSER - RASPE FOUNDATION

I, BERNADETTE CATHERINE O'REILLY

of GARRETT'S, BETSEMAN HOUSE, 104 HILLS ROAD

do solemnly and sincerely declare that I am a ~~Solicitor~~ <sup>CAMBRIDGE</sup> engaged in the <sup>CB2 1LH</sup> formation of the company ~~person named as director or secretary of the~~ company in the statement delivered to the Registrar under section 10 of the ~~Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*B O'Reilly*

Declared at

FRANCIS HOUSE 112 HILLS RD CAMBRIDGE CB2 1PH

Day Month Year

On

1 8 0 5 2 0 0 1

1 Please print name.

before me 1

HELEN PEANOY

Signed

*Helen Peano*

Date

18.5.2001.

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

BERNADETTE O'REILLY, GARRETT'S,  
BETSEMAN HOUSE, 104 HILLS ROAD  
CAMBRIDGE CB2 1LH Tel 01223 535288  
DX number 88010 DX exchange CAMBRIDGE



A46  
COMPANIES HOUSE

0473  
30/05/01

Form revised June 1998

rge

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh





Companies House

for the record

Please complete in typescript,  
or in bold black capitals.

CHFP000

# 30(5)(a)

**Declaration on application for registration of a company  
exempt from the requirement to use the word "limited" or  
"cyfyngedig"**

**Company Name in full**

HAUSER-RASPE FOUNDATION

I, BERNADETTE CATHERINE O'REILLY

of GARRETT'S, BETSEMAN HOUSE, 104 HILLS RD, CAMBRIDGE CB2 1LH

a ~~Solicitor engaged in the formation of the company~~ ~~person named as~~  
~~director or secretary of the company in the statement delivered under~~  
~~section 10 of the Companies Act 1985~~ I do solemnly and sincerely declare  
that the company complies with the requirements of section 30(3) of the  
Companies Act 1985.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to  
be true and by virtue of the Statutory Declarations Act 1835.

**Declarant's signature**

B O'Reilly

Declared at

FRANCIS HOUSE, 112 HILLS RD CAMBRIDGE

Day Month Year

on

18 05 2001

• Please print name.

before me •

HELEN PRANDY

**Signed**

Helen Prandy

**Date**

18-5-2001

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

BERNADETTE O'REILLY, GARRETT'S, BETSEMAN  
HOUSE, 104 HILLS ROAD, CAMBRIDGE  
CB2 1LH Tel 01223 535288  
DX number 88010 DX exchange CAMBRIDGE



A46  
COMPANIES HOUSE

0474  
30/05/01

Form revised June 1998

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for companies registered in England and Wales

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for companies registered in Scotland

**DX 235 Edinburgh**





Companies House

— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP000

Notes on completion appear on final page

10

First directors and secretary and intended situation of  
registered office

Company Name in full

HAUSER - RASPE FOUNDATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

MOUNT PLEASANT HOUSE 2 MOUNT

PLEASANT HUNTINGDON ROAD

Post town

CAMBRIDGE

County / Region

CAMBRIDGESHIRE

Postcode

CB2 0BL

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.



Agent's Name

BERNADETTE O'REILLY, GARRETT'S

Address

BETSEMAN HOUSE, 104 HILLS ROAD

Post town

CAMBRIDGE

County / Region

CAMBRIDGESHIRE

Postcode

CB2 1LH

Number of continuation sheets attached

2

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

BERNADETTE O'REILLY, GARRETT'S

104 HILLS ROAD CAMBRIDGE

CB2 1LH

Tel 01223 535288

DX number 88010

DX exchange CAMBRIDGE

7



A46  
COMPANIES HOUSE

0472  
30/05/01

Form revised July 1998

When you have completed and signed the form please send it to the  
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for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

**Company Secretary** (see notes 1-5)

Company name

**NAME** \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

GERARD

Surname

FITZSIMONS

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

For a corporation, give the registered or principal office address.

Post town

CAMBRIDGE

County / Region

CAMBRIDGESHIRE

Postcode

CB2 2RN

Country

ENGLAND

I consent to act as secretary of the company named on page 1

**Consent signature**

G. Fitzsimons

**Date**

15/05/2001

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title

\*Honours etc

Forename(s)

GERARD

Surname

FITZSIMONS

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

For a corporation, give the registered or principal office address.

Post town

CAMBRIDGE

County / Region

CAMBRIDGESHIRE

Postcode

CB2 2RN

Country

ENGLAND

Day Month Year

**Date of birth**

2/8/08 1/9/5/9

**Nationality**

BRITISH

**Business occupation**

SOLICITOR

**Other directorships**

NONE

I consent to act as director of the company named on page 1

**Consent signature**

G. Fitzsimons

**Date**

15/05/2001



Company name

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

## Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

## Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation


Other directorships

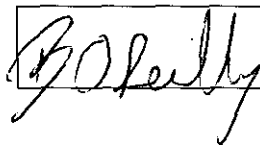
I consent to act as director of the company named on page 1

Consent signature

Date

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	<b>*Honours etc</b>	
		DR	
<b>* Voluntary details</b>	<b>Forename(s)</b>	HERMANN MARIA	
	<b>Surname</b>	HAUSER	
	<b>Previous forename(s)</b>		
	<b>Previous surname(s)</b>		
<b>Address</b>	3 NEWNHAM WALK		
<b>Usual residential address</b>	CAMBRIDGE		
For a corporation, give the registered or principal office address.	<b>Post town</b>		
	<b>County / Region</b>	<b>Postcode</b>	
	CAMBRIDGESHIRE	CB3 9HQ	
	<b>Country</b>	ENGLAND	
	<b>Day</b>	<b>Month</b>	<b>Year</b>
<b>Date of birth</b>	23	10	1998
	<b>Nationality</b>		AUSTRIAN
<b>Business occupation</b>	COMPANY DIRECTOR		
<b>Other directorships</b>	See attached continuation sheet		
	marked Form 10 - Continuation sheet 1		
	I consent to act as director of the company named on page 1		
<b>Consent signature</b>			<b>Date</b>
			15/05/2001

**This section must be signed by****Either****an agent on behalf  
of all subscribers****Signed****Date**

18/05/2001

**Or the subscribers****( i.e those who signed  
as members on the  
memorandum of  
association).****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

## FORM 10 – CONTINUATION SHEET 1

Dr Herman Maria Hauser

Other Directorships:

AT&T Laboratories Cambridge (previously Olivetti)  
Advanced Rendering Technology Ltd  
Amadeus Capital Partners Ltd  
Amadeus General Partner Ltd  
Amadeus Partners Ltd  
Amadeus Mobile Centre Ltd  
Cambridge Network Ltd  
Cambridge Silicon Radio  
Harlequin Ltd  
Net Products Group Ltd  
Plastic Logic Limited  
Red-M (Communications) Ltd  
Tiscali SpA  
Virata Ltd



100362 4225692  
**COMPANIES ACTS 1985 & 1989**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

013491

**MEMORANDUM OF ASSOCIATION OF**

**HAUSER-RASPE FOUNDATION**



**1 NAME**

The name of the Company is **HAUSER-RASPE FOUNDATION** ('the Charity')

**2 REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

**3 OBJECTS**

The objects of the Charity are:

- 3.1 To advance education by providing and assisting in the provision of equipment and resources to schools colleges universities in particular with a view to advancing education in information technology entrepreneurship and other business skills
- 3.2 For the public benefit to provide financial support in furtherance of charitable purposes to institutions such as community centres museums libraries and art galleries so as to assist in the provision and enhancement of public amenities particularly in Cambridge and the surrounding area provided that in so doing the Charity shall not relieve any local authority or other body of its statutory obligations
- 3.3 To protect and preserve public health and relieve sickness through the funding of specific health education rehabilitation and patient support projects
- 3.4 To promote and encourage for the benefit of the general public the conservation protection preservation and improvement of the physical and natural environment including wildlife and natural habitats anywhere in the world
- 3.5 To further such other purposes which are charitable in accordance with the law of England and Wales as the Trustees think fit  
(together 'the Objects')

**4 POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of **taxable trading**)
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a **financial expert** and having regard to the suitability of investments and the need for diversification)
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.13.1 the investment policy is set down **in writing** for the financial expert, by the **Trustees**
  - 4.13.2 every transaction is reported promptly to the Trustees
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a **year**
  - 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
  - 4.13.7 the financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty,

unless the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty

- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 4.20 To pay the costs of forming the Charity
- 4.21 To do anything else within the law which promotes or helps to promote the Objects

## 5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but;
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hire to the Charity
  - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which a Trustee has no more than a per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
  - 5.3.1 the goods or services are actually required by the Charity



- 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
- 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
  - 5.4.1 declare an interest at or before discussion begins on the matter
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5.4.3 not be counted in the quorum for that part of the meeting
  - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## **6 LIMITED LIABILITY**

The liability of members is limited

## **7 GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

## **8 DISSOLUTION**

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
  - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects
  - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 8.2 A final report and statement of account must be sent to the Commission

## **9 INTERPRETATION**

- 9.1 Words and expressions defined in the Articles have the same meaning in this Memorandum

- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association.

---

NAMES & ADDRESSES OF SUBSCRIBERS

---



---

SIGNATURES OF SUBSCRIBERS

---

Hermann Hauser  
3 Newnham Walk  
Cambridge  
CB3 9HQ

*Hermann Hauser*

Pamela Raspe  
3 Newnham Walk  
Cambridge  
CB3 9HQ

*Raspe*

Gerard Fitzsimons  
183 Hills Road  
Cambridge  
CB2 2RN

*G. Fitzsimons*

---

Date 15 MAY 2001

---

Witness to the above signatures

CHRISTOPHER YOUNG

14 WILKINSON STREET

CAMBRIDGE

CB2 1EG

Name, address and occupation of witness

Signature of witness

*[Signature]*

**COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY GUARANTEE AND**  
**NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
**HAUSER-RASPE FOUNDATION**

**1 MEMBERSHIP**

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 **Membership** of the Charity is open to any individual or organisation interested in promoting the Objects who
  - 1.3.1 applies to the Charity in the form required by the Trustees
  - 1.3.2 is approved by the Trustees and
  - 1.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an **authorised representative**
- 1.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1.5 Membership is terminated if the member concerned:
  - 1.5.1 gives written notice of resignation to the Charity
  - 1.5.2 dies or (in the case of an organisation) ceases to exist
  - 1.5.3 is six **months** in arrears in paying relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)or
  - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice)
- 1.6 Membership of the Charity is not transferable

**2 GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed

- 2.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least three (or ten percent of the members if greater)
- 2.3 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.4 Except where otherwise provided by the **Act**, every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative has one vote on each issue
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 The Charity must hold an **AGM** in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2.8 At an AGM the members:
  - 2.8.1 receive the accounts of the Charity for the previous financial year
  - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM
  - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - 2.8.4 elect persons to be Trustees to fill the vacancies arising
  - 2.8.5 appoint auditors for the Charity
  - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charityand
  - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an AGM is an **EGM**
- 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least two members

### 3 **TRUSTEES**

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds
- 3.2 The Trustees when complete consist of at least three and not more than six individuals
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity

- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in-office retiring first and the choice between any of equal service being made by drawing lots
- 3.6 A Trustee's term of office automatically terminates if he or she:
  - 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
  - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 3.6.3 is absent from four consecutive meetings of the Trustees
  - 3.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
  - 3.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office) or
  - 3.6.6 is removed by resolution passed by at least two (or two thirds if greater) of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3.7 The Trustee may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

#### **4 PROCEEDINGS OF TRUSTEES**

- 4.1 The Trustees must hold at least two meetings each year
- 4.2 A quorum at a meeting of the Trustees is three Trustees (or one third of them if greater)
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **5 POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity:

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 5.4 to make Standing Orders consistent with the **Memorandum, these Articles** and the Act) to govern proceedings at general meetings
- 5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5.7 to establish procedures to assist the resolution of disputes within the Charity
- 5.8 to exercise any powers of the Charity which are not reserved to a general meeting

## **6 RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 6.1.1 annual reports
  - 6.1.2 annual returns
  - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of:
  - 6.2.1 all proceedings at general meetings
  - 6.2.2 all proceedings at meetings of the Trustees
  - 6.2.3 all reports of committees and
  - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

## **7 NOTICES**

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any newsletter distributed by the Charity
- 7.2 The only address at which a member is entitled to receive notice is the address shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
  - 7.3.2 two clear days after being sent by first class post to that address
  - 7.3.3 three clear days after being sent by second class or overseas post to that address
  - 7.3.4 on the date of publication of a newspaper containing the notice
  - 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
  - 7.3.6 as soon as the member acknowledges actual receipt
- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **8 DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

## **9 INTERPRETATION**

In the Memorandum in and in these Articles:

- 9.1 'beneficiaries' means all persons being members of the public who may benefit under the Objects of the Charity

'The Act' means the Companies Act 1985

'AGM' means an annual general meeting of the Charity



'these Articles'	means these articles of association
'authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary
'Chairman'	means the chairman of the Trustees
'the Charity'	means the company governed by these Articles
'charity trustee'	has the meaning prescribed by section 97(1) of the Charities Act 1993
'clear day'	means 24 hours from midnight following the relevant event.
'the Commission'	means the Charity Commissioners for England and Wales
'EGM'	Means an extraordinary general meeting of the Charity
'financial expert'	Means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
'material benefit'	means a benefit which may not be financial but has a monetary value
'member' and 'membership'	refer to membership of the Charity
'Memorandum'	means the Charity's Memorandum of Association
'month'	means calendar month
'the Objects'	means the Objects of the Charity as defined in clause 3 of the Memorandum
'Secretary'	means the Secretary of the Charity
'taxable trading'	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects
'Trustee'	means a director of the Charity and 'Trustees' means all of the directors
'written' or 'in writing'	refers to a legible document on paper including a fax message
'year'	means calendar year

9.2 Expressions defined in the Act have the same meaning

9.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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Name and Address of Subscribers

Signature of Subscribers

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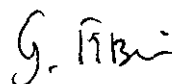
Hermann Hauser  
3 Newnham Walk  
Cambridge  
CB3 9HQ



Pamela Raspe  
3 Newnham Walk  
Cambridge  
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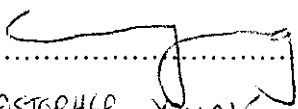
Gerald Fitzsimons  
183 Hills Road  
Cambridge  
CB2 2RN



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Dated: ...15 May 2001.....

Witness to the above signatures:

  
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CHRISTOPHER YOUNG  
.....  
17 WARWICK STREET  
.....  
CAMBRIDGE CB1 1EG  
.....  
SOLICITOR  
.....