


**The Companies Acts 1985 – 2006**  
**Company Limited By Guarantee**  
**Written Resolutions**  
**of**  
**Syracuse University (USA) London Program**  
**(the 'Charity')**

I, the undersigned, being the sole member of the Charity entitled to attend and vote at general meetings of the Charity **hereby resolve** in accordance with article 6 12 of the Articles of Association of the Charity

**SPECIAL RESOLUTIONS**

*'that the Charity's present Memorandum of Association as amended in the form of the document attached to these resolutions be approved and adopted as the Memorandum of Association of the Charity in substitution for and to the exclusion of the Memorandum of Association of the Charity in its existing form.'*

*'that the Articles of Association in the form of the document attached to these resolutions be approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of the existing Articles of Association of the Charity.'*

  
Nancy E Cantor  
Chancellor  
Syracuse University

5/9/08  
Date



**Company Number 4270952**

**SYRACUSE UNIVERSITY (USA) LONDON PROGRAM**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**(as amended by resolutions dated 3 October 2005, 12 October 2007 and 8 May 2008)**

COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

SYRACUSE UNIVERSITY (USA) LONDON PROGRAM

(as amended by resolutions dated 3 October 2005, 12 October 2007 and 8 May 2008)

1 Name

The name of the company ('the Company') is Syracuse University (USA) London Program

2 Registered office

The registered office of the Company will be situated in England

3 Objects and powers

3 1 The object of the Company is to facilitate the advancement of the education of students in various parts of the world

3 2 In furtherance of the object, but not further or otherwise, the Company shall have power

- (a) to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes,
- (b) to hold exhibitions, meetings, lectures, classes, seminars, workshops and courses either alone or with others,
- (c) to promote research, scientific work, scientific investigation and development into any aspect of the objects of the Company and its work and to disseminate the results of any such research,
- (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise,
- (e) to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by

law) sell, lease or otherwise dispose of or mortgage any such real or personal estate,

- (f) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise,
- (g) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company,
- (h) subject to such consents as are required by law to borrow or raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit,
- (i) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company,
- (j) to invest the money of the Company not immediately required for its objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided below,
- (k) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary for the work of the Company, provided that any such loan or guarantee or extension of credit is approved unanimously, in writing, by the Member of the Company (as defined in the Articles of Association) and all of the members of the Committee (as defined in the Articles of Association), and provided, further that no loan shall be made to any employee of the Company or to any Committee Member,
- (l) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company,
- (m) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company,
- (n) to employ and pay any person or persons not being members of the Committee to supervise, organise, carry on the work of and advise the Company,

- (o) to pay out of the funds of the Company the cost of any premium of any insurance or indemnity to cover the liability of the Member of the Company and any one or more members of the Committee which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or wrongful omission, breach of duty or breach of trust of which they may be guilty in relation to the Company, provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or default on the part of the Member of the Company or any one or more members of the Committee or any act as a result of which the Member of the Company or any one or more members of the Committee would receive a benefit to which they are not entitled under the Memorandum or Articles of Association or applicable law,
- (p) to apply monies in insuring any buildings to their full value,
- (q) to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and the Member of the Company from and against, all such risks incurred in the course of the performance of their duties as may be thought fit,
- (r) subject to the provisions of clause 4 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependents,
- (s) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst members of, such companies, institutions, societies or associations at least to the same extent as such payments or distributions are prohibited in the case of the Member of the Company by this Memorandum of Association,
- (t) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company,
- (u) to establish where necessary local branches (whether autonomous or not), and
- (v) to do all such other lawful things as shall further the above objects or any of them

#### **4 Application of income and property**

- 4 1 The property and funds of the Company must be used only for the promotion of the object and do not belong to the Member of the Company No part of the income or

capital may be paid or transferred, directly or indirectly, to the Member of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the provision of goods or services to a member or Committee Member who is a beneficiary of the Charity in that capacity or the payment of

- (a) reasonable and proper remuneration to any officer, employee or Member of the Company in return for any goods or services provided to the Charity,
- (b) a reasonable rate of interest on money lent to the Charity,
- (c) a reasonable rent or hiring fee for property let or hired to the Charity,
- (d) sums to any company in which the member has no more than a 1 per cent shareholding, or
- (e) premiums on the indemnity insurance referred to in sub-clauses 3 2(o) and 3 2(q)

4 2 A Committee Member must not receive any payment or other Material Benefit from the Company except

- (a) as permitted by law,
- (b) as mentioned in Clauses 4 1 and 4 3,
- (c) cover provided under a policy of trustee liability insurance,
- (d) trustee indemnity in accordance with clauses 3 2(o) or 3 2(q),
- (e) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Company's business,
- (f) in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity Commission)

4 3 Any Committee Member (or any firm or company of which a Committee Member is a partner, director, member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if

- (a) the goods or services are actually required by the Company,
- (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services,

- (c) no more than one half of the Committee Members are subject to such a contract in any financial year, and
- (d) the Committee complies with the procedures set out in Clause 4.4 and any such additional procedures as are required by law

4.4 Whenever a Committee Member has a personal interest in a matter to be discussed at a meeting of the Management Committee or a committee the Committee Member concerned must

- (a) declare an interest as or before discussion begins on the matter,
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter, and
- (e) comply with such additional procedures as are required by law

This clause 4 may not be amended without the prior written consent of the Charity Commission

## **6 Limited liability**

The liability of the Member of the Company is limited

## **7 Contribution to assets of the Company**

The Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member of the Company, or within one year after he ceases to be a Member of the Company, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member of the Company, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding ten pounds

## **8 Surplus assets**

If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatever, the same shall not be paid to or distributed to the Member of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 4, such institution or institutions to be determined by a resolution of the members of the Committee acting at a duly convened meeting of the Committee

at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object

I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum of Association

Kenneth A Shaw

KENNETH A SHAW, Chancellor and  
President of Syracuse University

Address 300 Tolley Administration Building, Syracuse, NY, 13244, USA

WITNESS to the above signature

Date 08 08 2001

Signature Gretchen B Goldstein

Name Gretchen B Goldstein

Address 600 Ferndale, Minoa, NY 13116 USA

Occupation Administration Assistant



**COMPANIES ACTS 1985 - 2006**

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

**ARTICLES OF ASSOCIATION**

**of**

**SYRACUSE UNIVERSITY (USA) LONDON PROGRAM**

**(as amended by resolutions dated 3 October 2005, 12 October 2007 and 8 May 2008)**

**1 Definitions and interpretation**

In these articles

- 1 1 **'the Act'** means the Companies Act 1985 including any statutory modification or re-enactment of it from time to time in force and any provisions of the Companies Act 2006 from time to time in force,
- 1 2 **'clear days'** in relation to the period of a notice means the 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 3 **'the Company'** means the above named Company,
- 1 4 **'Committee'** means the management committee of the Company,
- 1 5 **'Committee Member'** means a member of the management committee of the Charity For the avoidance of doubt, the members of the Committee are the directors (for the purposes of the Act) and the charity trustees of the Charity,
- 1 6 **'electronic'** means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and 'by electronic means' means by any manner only capable of being so actuated,
- 1 7 **'Material Benefit'** means a benefit (whether direct or indirect) which may or may not be financial but has a monetary value,
- 1 8 **'Member of the Company'** means the subscriber to the Memorandum of Association, and any additional or replacement Member or Members of the Company which may be appointed from time to time pursuant to article 3 hereof,
- 1 9 **'the Office'** means the registered office of the Company,
- 1 10 **'the seal'** means the common seal of the Company,

- 1 11 **'Secretary'** means any person appointed to perform the duties of the secretary of the Company,
- 1 12 expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form including electronic communication,
- 1 13 unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these articles become binding on the Company,
- 1 14 words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations

## 2 **Object**

The Company is established for the object expressed in the Memorandum of Association

## 3 **Members**

- 3 1 The subscriber to the Memorandum of Association shall be the sole initial Member of the Company in his capacity as Chancellor of Syracuse University until he shall cease to be Chancellor of Syracuse University and each succeeding Chancellor shall be the successor Member of the Company,
- 3 2 Every person admitted as a Member of the Company shall either sign a written consent to become a Member of the Company or sign the register of members,
- 3 3 Additional and replacement Members of the Company may be appointed by the Member of the Company in a general meeting of the Company,
- 3 4 Unless the Member of the Company in a general meeting shall make other provision pursuant to the powers contained in article 24, if there is more than one Member, the Members of the Company may in their absolute discretion permit any Member of the Company to retire provided that after such retirement the number of Members of the Company is not less than one

## 4 **General meetings**

The Member of the Company (or a majority if more than 2) or a Committee Member may, whenever he thinks fit, convene a general meeting, and general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Act

## **5 Notice of general meetings**

- 5 1 A general meeting shall be called by at least 14 clear days' notice to the Member of the Company and the Committee Members. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner mentioned below or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these articles, entitled to receive such notices from the Company provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed by the Member of the Company or, if more than one Member, a majority of the Members of the Company having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights at that meeting of all the Members of the Company,
- 5 2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting if the omission is waived by such person

## **6 Proceedings at general meetings**

- 6 1 No business shall be transacted at any general meeting unless the Member of the Company is present or if there is more than one Member of the Company a quorum of Members of the Company is present at the time when the meeting proceeds to business, a majority of the Members of the Company present in person or by telephone shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the Member of the Company, shall be dissolved, in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Member of the Company may determine,
- 6 2 The Member of the Company shall chair the meeting or if there is more than one Member present they shall elect one of their number to chair the meeting,
- 6 3 A Committee Member shall, notwithstanding that he is not a Member of the Company, be entitled to attend and speak at any general meeting,
- 6 4 A person in communication by electronic means with the chair and with all other parties to a meeting of the Member of the Company shall be regarded for all purposes as personally attending such a meeting provided that at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by electronic means,

- 6 5 The chair may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting,
- 6 6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded
- (a) by the chair, or
  - (b) by the Member of the Company or if there is more than one Member by the Members of the Company present and representing not less than one-third of the total voting rights of all the Members of the Company having the right to vote at the meeting,
- 6 7 Unless a poll is so demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution,
- 6 8 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made,
- 6 9 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a second or casting vote,
- 6 10 A poll demanded on the election of a chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the chair of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded,
- 6 11 Subject to the provisions of the Act, a resolution in writing signed by the Member of the Company or if there is more than one Member of all the Members of the Company entitled to receive notice of and to attend and vote at general meetings (or being

organisations by their duly authorised representatives), shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held

## **7 Votes of Members of the Company**

- 7 1 Every Member of the Company shall have one vote,
- 7 2 No Member of the Company shall be entitled to vote at any general meeting unless all money presently payable by him to the Company has been paid,
- 7 3 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 conclusive

## **8 Organisations acting by representatives at meetings**

Any organisation which is a Member of the Company may by resolution of its committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Company

## **9 Committee of management**

- 9 1 The maximum and minimum number of Committee Members shall be determined by the Company in general meeting, but unless and until so fixed there shall be no maximum number and the minimum number of Committee Members shall be 5,
- 9 2 The first Committee Members shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under these articles. Future Committee Members shall be appointed as provided in these articles,
- 9 3 The Committee Members shall be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Committee meetings or general meetings of the Company or in connection with the business of the Company

## **10 Borrowing powers**

The Committee may exercise all the powers of the Company to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

## **11 Powers and duties of the Committee**

- 11 1 The business of the Company shall be managed by the Committee who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting. Any such requirement may be imposed either by the Act or by these articles or by any regulation made by the Company in general meeting, but no such regulation shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made,
- 11 2 All cheques and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, indorsed or otherwise executed, as the case may be, in such manner as the Committee shall from time to time determine provided that all cheques over £5,000 shall be signed by not less than two authorised signatories,
- 11 3 The Committee shall cause minutes to be made
- (a) of all appointments of officers made by the Committee,
  - (b) of the names of the Committee Members present at each Committee meeting,
  - (c) of all resolutions and proceedings at all meetings of the Company, and of the Committee

## **12 Appointment and Removal of Committee Members**

- 12 1 The appointment of a Committee Member shall be either by a unanimous resolution passed at a Committee meeting attended by at least half of the Committee Members or by a written resolution executed by each Committee Member and by the Member of the Company,
- 12 2 The Member of the Company shall have the power to veto any appointment of a Committee Member (but not his removal or disqualification) if he, in his sole discretion, shall deem fit by serving a notice on the Company signed by the Member, or, if there is more than one Member, all of the Members, to that effect before the resolution to appoint the proposed Committee Member is passed,
- 12 3 A resolution to appoint a Committee Member, if considered at a meeting, shall not be deemed to have been passed unless
- (a) fourteen clear days prior to the meeting at which it is proposed to appoint a Committee Member, the Committee shall have given notice that the resolution is to be proposed to (i) the proposed Committee Member, (ii) all other Committee Members and (iii) the Member of the Company, and

- (b) the Member of the Company, or if there is more than one Member, all of the Members acting unanimously, shall not have exercised its power to veto in accordance with article 12 2

12 4 Notwithstanding article 12 1 above, no person may be appointed as a Committee Member

- (a) unless he has attained the age of 18 years,
- (b) in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of article 14, or
- (c) if the appointment would result in the total number of Committee Members exceeding any maximum number of Committee Members fixed in accordance with these articles

12 5 The removal of a Committee Member shall be by a unanimous resolution passed at a Committee meeting attended by at least half of the Committee Members. For the avoidance of doubt, where a meeting is convened for the purposes of considering the removal of a Committee Member, the Committee Member whose removal is to be considered shall not be counted in determining the number of Committee Members attending and shall not be entitled to vote

12 6 A resolution to remove a Committee Member shall not be deemed to have been passed unless fourteen clear days prior to a meeting at which it is proposed to consider the removal of the Committee Member, the Committee shall have given notice that the resolution is to be proposed to (i) that Committee Member, (ii) all other serving Committee Members and (iii) the Member of the Company "

### 13 Term of service

13 1 Notwithstanding the provisions of article 12, each Committee Member shall only be appointed for a term of one year. However, one month prior to the expiry of such term, a Committee Member may offer himself for reappointment by notice to the Company,

13 2 The reappointment of any such Committee Member shall be in accordance with the provisions of article 12. A separate resolution must be passed in respect of each Committee Member to be reappointed. The meeting at which a resolution to reappoint a Committee Member is tabled must be convened before the retirement of that Committee Member,

13 3 In the event that more than one resolution to reappoint such Committee Members has been tabled at the same meeting, each such resolution shall be considered one after the

other starting with the resolution to reappoint the oldest Committee Member to be reappointed at that meeting and ending with the resolution to reappoint the youngest such Committee Member. No Committee Member shall be entitled to vote on a resolution to reappoint himself nor, for the avoidance of doubt, shall he be counted in the quorum for the purposes of that resolution only.

#### **14 Disqualification of Committee Members**

Notwithstanding the provisions of article 12, the office of Committee Member shall be vacated if the member

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (b) ceases to be a Committee Member by virtue of any provision in the Act or is disqualified from acting as a Committee Member by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs, or
- (d) resigns his office by written notice to the Company, or
- (e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by Section 317 of the Act and the Committee Members resolve that his office be vacated, or
- (f) is absent without the permission of the Committee Members from all their meetings held within a period of one year and the Committee Members resolve that his office be vacated.

#### **15 Proceedings of the Committee**

- 15 1 The Committee may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as it thinks fit,
- 15 2 A Committee Member may, and the Secretary on the request of a Committee Member shall, at any time summon a Committee meeting. Subject to article 12 3, notice of every meeting of the Committee stating the general particulars of all business to be considered at such meeting shall be given to each Committee Member at least seven clear days 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,



- 15 3 Questions arising at any 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,
- 15 4 Any decision of the Committee relating to the sale, purchase or leasing of real property or to a financial commitment in excess of £50,000 shall be decided by a three-quarters majority of votes,
- 15 5 The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee subject to a minimum of 3,
- 15 6 A Committee Member shall not vote in respect of any contract in which he is interested or any matter arising out of it, and, if he does so vote, his vote shall not be counted,
- 15 7 The Committee may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to these articles as the necessary quorum of Committee Members, the Committee may act for the purpose of increasing the number of Committee Members to that number, or of summoning a general meeting of the Company, but for no other purpose,
- 15 8 A person in communication by electronic, telecommunications or other technological means with the chair and with all other parties to a meeting of the Committee shall be regarded for all purposes as personally attending such a meeting provided that at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by electronic, telecommunications or other technological means,
- 15 9 A meeting at which one or more members of the Committee attends by electronic means is deemed to be held at such place as the Committee shall at the said meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a majority of the members of the Committee attending the meeting are physically present, or in default of such a majority, the place at which the chair of the meeting is physically present,
- 15 10 The Committee may elect a chair of its meetings and determine the period for which he is to hold office, but, if no such chair is elected, or if at any meeting the chair is not present within 5 minutes after the time appointed for holding the same, the Committee Members present may choose one of their number to chair the meeting,
- 15 11 The Committee may delegate any of its powers to sub-committees consisting of such persons as it thinks fit, any sub-committee so formed shall conform to any regulations that may be imposed on it by the Committee and shall report all acts and proceedings to the Committee fully and promptly,

- 15 12 A sub-committee may elect a chair of its meetings, if no such chair is elected, or, if at any meeting the chair is not present within 5 minutes after the time appointed for holding the same, the Committee Members present may choose one of their number to chair the meeting,
- 15 13 A sub-committee may meet and adjourn as it thinks proper Questions arising at any meeting shall be determined by a majority of votes of the Committee Members present, and in the case of an equality of votes the chair shall have a second or casting vote,
- 15 14 All acts done by any meeting of the Committee or of a sub-committee, or by any person acting as a Committee Member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Committee Member or person acting as a Committee Member, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Committee Member,
- 15 15 A resolution in writing, signed by all the Committee Members entitled to receive notice of a Committee meeting, shall be as valid and effectual as if it had been passed at a Committee meeting duly convened and held, and may consist of several documents in like form each signed by one or more Committee Members

## **16 Secretary**

- 16 1 A Secretary may be appointed by the Committee for such term at such remuneration and on such conditions as the Committee may think fit, and any Secretary so appointed may be removed by it provided that no Committee Member may occupy the salaried position of Secretary,
- 16 2 A provision of the Act or these articles requiring or authorising a thing to be done by or to a Committee Member and the Secretary shall not be satisfied by its being done by or to the same person acting both as Committee Member and as, or in place of, the Secretary

## **17 The seal**

The Committee shall provide for the safe custody of the seal if any, which shall be used only by the authority of the Committee or of a sub-committee authorised by the Committee in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Committee Member and shall be countersigned by the Secretary or by a second Committee Member or by some other person appointed by the Committee for the purpose

## **18 Accounts**

Accounts shall be prepared in accordance with the provisions of Part VII of the Act

byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company

19     **Annual report**

The Committee Members shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commissioners

20     **Annual return**

The Committee Members shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners

21     **Notices**

21 1     Any notice to be given to or by any person pursuant to these articles shall be in writing and given either personally or by sending it by first class or airmail pre-paid post or facsimile transmission or by using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In relation to electronic communications, 'address' includes any number or address used for the purposes of such communications,

21 2     Notice of every general meeting shall be given in any manner authorised by these articles or by resolution of the Member of the Company to

- (a)     the Member of the Company,
- (b)     every person being a legal personal representative or a trustee in bankruptcy of the Member of the Company where the Member of the Company, but for his death or bankruptcy, would be entitled to receive notice of the meeting,
- (c)     the auditor for the time being of the Company, and
- (d)     each Committee Member

No other person shall be entitled to receive notice of general meetings,

21 3     A Member of the Company present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called,

21 4     Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof of transmission of a notice sent by facsimile shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance

issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. All notices shall be deemed duly served.

- (a) in the case of a notice delivered personally, at the time of delivery,
- (b) in the case of a notice sent inland by first class pre-paid post, two clear business days after the date of dispatch,
- (c) in the case of a notice sent overseas by airmail, 7 business days (being business days in the place to which the notice is dispatched) after the date of dispatch, and
- (d) in the case of a facsimile transmission, at the time of transmission.

## **22 Indemnity**

Subject to the provisions of the Act the Member of the Company and every Committee Member or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability from negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **23 Dissolution**

Clause 8 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect as if its provisions were repeated in these articles.

## **24 Rules or byelaws**

24.1 The Committee may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Company, and in particular but without prejudice to the generality of the above, it may by such rules or byelaws regulate

- (a) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
- (b) the procedure at meetings of the Committee and sub-committees in so far as such procedure is not regulated by these articles, and
- (c) generally all such matters as are commonly the subject matter of Company rules.

24.2 The Member of the Company in general meeting shall have power to alter or repeal the rules or byelaws and to make additions to them, provided nevertheless that no rule or

---

byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company

---

**NAME, ADDRESS AND SIGNATURE OF MEMBER**

---

Signed

Kenneth A Shaw

KENNETH A SHAW, Chancellor and  
President of Syracuse University

Address 300 Tolley Administration Building, Syracuse, NY, 13244, USA

WITNESS to the above signature

Date 08 08 2001

Signature Gretchen B Goldstein

Name Gretchen B Goldstein

Address 600 Ferndale, Minoa, NY 13116 USA

Occupation Administration Assistant