

Company No. 05371054

PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

WRITTEN RESOLUTION OF THE TRUSTEES

of

THE FOUNDATION FOR LAW, JUSTICE AND SOCIETY
(The Company)

Circulation Date: 11 June 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following written resolution is passed as a special resolution (the **Resolution**):

SPECIAL RESOLUTION

IT IS RESOLVED THAT the Charity's articles of association shall be amended so as to take the form of the articles of association attached to this resolution, in substitution for, and to the exclusion of, the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

Signed: John W. Adams

Dated: 13 Jun 18

JOHN WADSWORTH ADAMS

Signed: Janet M. Bacastow

Dated: 13 June 2018

JANET MARIE BACASTOW

Signed: D. Galligan

Dated: 13th Jun 2018

DENIS JAMES GALLIGAN



Signed: C.J.S. Hodges

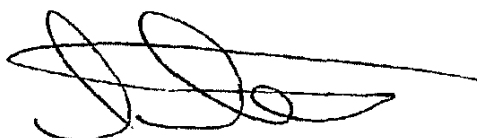
Dated: 12th June 2018

CHRISTOPHER JOHN STRATFORD HODGES

Signed:

Dated:

JOHN MARTIN ARTHUR HOWELL



Signed:

Dated: 13th June 2018

CAMILLE STOLL-DAVEY

**THE COMPANIES ACT 1985 - 2006
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF**

The Foundation for Law, Justice and Society

Date of Incorporation: 21 February 2005

Company Number: 5371054



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COMPANIES ACT 1985 - 2006

COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

AND HAVING CHARITABLE STATUS

ARTICLES OF ASSOCIATION

- of -

THE FOUNDATION FOR LAW, JUSTICE AND SOCIETY

1 Definitions and interpretation

1.1 In these Articles:

Act	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Articles	means these Articles of Association;
Board	means the board of directors of the Foundation;
Charities Act	means the Charities Act 2011 including any statutory modification, consolidation or re-enactment thereof for the time being in force;
Charity Commission	means the Charity Commission for England and Wales;
clear days	in relation to a period of notice means a 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;
Director	means a director of the Foundation and includes any person occupying the position of director, by whatever name called. The Directors are charity trustees as defined in the Charities Act;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form	has the meaning given in the Act;
Foundation	means The Foundation for Law, Justice and Society;
Member	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Memorandum	means the Memorandum of Association of the Foundation as set out in the Appendix to the Articles of Association;
Objects	the objects of the Foundation as set out in Article 3 of the Memorandum of Association;
proxy notice	has the meaning given in Article 6;
United Kingdom	means the United Kingdom of Great Britain and Northern Ireland.
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 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 Foundation;
- 1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.

2 Objects

- 2.1 The Foundation is established for the Objects expressed in the Memorandum of Association.

3 Members

- 3.1 The number of members with which the Foundation proposes to be registered is three but the Board may from time to time register an increase of members;
- 3.2 The subscribers to the Memorandum and such other persons as the Board shall admit to membership shall be members of the Foundation. Any director shall automatically become a member of the Foundation on his appointment as Director;

- 3.3 An application for membership may be approved or rejected by the Board. The Board shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made;
- 3.4 Unless the Board or the Foundation in general meeting shall make other provision pursuant to the powers contained in Article 22, the Board may in its absolute discretion permit any member of the Foundation to retire provided that after such retirement the number of members is not less than three;
- 3.5 On ceasing to be a Director of the Foundation a person shall automatically cease to be a member.

4 General meetings

- 4.1 The Directors may call general meetings.
- 4.2 On the requisition of Members pursuant to the Act the Directors shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting in accordance with the provisions of the Act.

5 Notice of general meetings

- 5.1 General meetings shall be called by at least 14 clear days' notice.
- 5.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members 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.
- 5.3 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of their rights regarding proxies.
- 5.4 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.
- 5.5 A Member present at any meeting of the Foundation either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

6 Proxies

- 6.1 A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting of the Foundation.
- 6.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 6.2.1 states the name and address of the Member appointing the proxy;

- 6.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- 6.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 6.2.4 is delivered to the Foundation in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 6.3 The Foundation may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 6.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 6.5 Unless a proxy notice indicates otherwise, it must be treated as:
 - 6.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 6.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 6.6 Proxy notices may:
 - 6.6.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Foundation in relation to the meeting not less than 48 hours not counting any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 6.6.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:
 - (a) in the notice convening the meeting, or
 - (b) in any instrument of proxy sent out by the Foundation in relation to the meeting, or
 - (c) in any invitation in electronic form to appoint a proxy issued by the Foundation in relation to the meeting,be received at such address not less than 48 hours before not counting any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;
 - 6.6.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before not counting any part of a day that is not a working day) the time appointed for the taking of the poll; or

6.6.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded;

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

6.7 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Foundation by or on behalf of that person.

6.8 An appointment under a proxy notice may be revoked by delivering to the Foundation a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

6.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

7 Proceedings at general meetings

7.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

7.2 A majority of the members for the time being present in person shall be a quorum.

7.3 If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, 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 Board may determine;

7.4 The chairman, if any, of the Board shall chair every general meeting of the Foundation.

7.5 If at any meeting the chairman is not present within ten minutes after the time appointed for the holding of the meeting, or if there is no chairman, or if the chairman is not willing to act, the Directors present shall elect one of their number to chair the meeting;

7.6 If at any meeting no Director is willing to act as chairman or if no Director is present within ten minutes after the time appointed for the holding of the meeting, the members present shall choose one of their number to chair the meeting;

7.7 The chairman 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.

7.8 When a meeting is adjourned for thirty 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;

7.9 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands;

7.10 A declaration by the chairman and an entry to that effect in the minutes of proceedings of the Foundation that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, 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;

7.11 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

8 Written resolutions

8.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

8.1.1 a copy of the proposed resolution has been sent to every eligible member;

8.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

8.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

8.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

9 Votes of members

9.1 Every member shall have one vote.

10 Board of Directors

10.1 The Directors shall be the directors of the Foundation for the purpose of the Act;

10.2 The maximum number of Directors shall be seven and the minimum number of Directors shall be two on incorporation but shall increase to three on registration of the Foundation as a charity with the Charity Commission or in each case such other number as may be determined by the Foundation in general meeting.

10.3 A Director must also be a member of the Foundation and upon accepting the office of Director a person shall sign a declaration of acceptance and willingness to act as a director of the Foundation and shall automatically become a member of the Foundation.

11 Appointment of Directors

11.1 Directors shall be elected by a simple majority of all the Directors entitled to attend and vote at any meeting of the Board. Subject to Articles 12 and 13, a Director shall hold office until his retirement in accordance with Article 14.

12 Removal of Directors

- 12.1 The Foundation may by ordinary resolution, of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Foundation and such Director;
- 12.2 Subject to Article 12.1, the Board may appoint another person in place of a Director removed under Article 12.1.

13 Disqualification or vacation of office of Directors

- 13.1 The office of Director shall be vacated if the Director:
- 13.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 13.1.2 becomes prohibited from being:
 - (a) a Director by reason of any order made by virtue of the Act; or
 - (b) a charity trustee by reason of any order made by virtue of the Charities Act;
 - 13.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
 - 13.1.4 resigns his office by written notice to the Foundation;
 - 13.1.5 is absent from all Board meetings without leave for one year and the Board resolves that the office be vacated; or
 - 13.1.6 is directly or indirectly interested in any contract with the Foundation and fails to declare the nature of his interest as required by the Act or the Memorandum.

14 Retirement of Directors

- 14.1 At the first Board meeting of each year (once in every 12 month period) one third of the Directors shall retire from office;
- 14.2 The Directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed on the same day as those to retire shall (unless they otherwise agree among themselves) be determined by a secret ballot of all the Directors;.
- 14.3 Subject to Article 14.4, a person retiring from the office of Director by rotation shall be eligible for re-election.
- 14.4 No Director shall serve for a consecutive period of more than three three-year terms save by unanimous vote of the Board.

15 Powers and duties of the Board

- 15.1 The business of the Foundation shall be managed by the Board which may pay all expenses incurred in the formation of the Foundation and its registration as a charity under the Charities Act.
- 15.2 The Board may exercise all such powers of the Foundation as are not required by the Act or these Articles or by any regulation to be exercised by the Foundation in general meeting including (but not by way of limitation) the powers to:
- 15.2.1 borrow money; or
 - 15.2.2 mortgage or charge the whole or any part of its undertaking and property subject to the Charities Act; or
 - 15.2.3 issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Foundation or of any third party;
- 15.3 Any such requirement for powers to be exercised only by the Foundation in general meeting, referred to in Article 15.2 above shall not invalidate any prior act of the Board at the time it was carried out;
- 15.4 All cheques and other negotiable instruments, and all receipts for money paid to the Foundation, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine;
- 15.5 The Board shall cause minutes to be made and records (with copies where appropriate) to be kept:
- 15.5.1 of all appointments of officers made by the Board;
 - 15.5.2 of the names of the Directors present at each Board meeting; and
 - 15.5.3 of all resolutions and proceedings at all meetings of the Foundation and of the Board.

16 Proceedings of the Board

- 16.1 The Board shall meet at least twice a year;
- 16.2 The Board may meet together to despatch business, adjourn and otherwise regulate its meetings as it thinks fit. In relation to:
- 16.2.1 any questions arising at any meeting, such questions shall be decided by a majority of votes of Directors present and voting on the question;
 - 16.2.2 an equality of votes the chairman shall have a second or casting vote whether he has or has not voted previously on the same question but no Director in any other circumstances shall have more than one vote;

- 16.3 The chairman may, (if requested by any two Directors) , at any time summon a Board meeting upon not less than four days' notice being given to the other Directors of the matters to be discussed;
- 16.4 It shall not be necessary to give notice of a Board meeting to any member for the time being absent from the United Kingdom;
- 16.5 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting;
- 16.6 The quorum necessary for the transaction of the business of the Board shall be a majority of the number of the Directors for the time being;
- 16.7 The Board 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 the Articles as the quorum the Board may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Foundation, but for no other purpose;
- 16.8 At its first meeting the Board shall elect a chairman from among its number and shall determine the period for which he is to hold office, although he shall always be eligible for re-election; but if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, or if there is no chairman, the Directors present shall choose one of their number to chair the meeting;
- 16.9 The Board may delegate any of its powers to committees consisting of such of its number as it thinks fit; any committee so formed shall conform to any regulations that may be imposed on it by the Board and in particular (but without limitation) no such committee shall have authority to incur expenditure save in accordance with a budget previously agreed with the Board;
- 16.10 The chairman may be an ex-officio member of every committee appointed by the Board;
- 16.11 The members of each committee may, with the approval of the Board, appoint such persons, not being Directors, as they think fit to be members of that committee;
- 16.12 At least one member of any committee at any one time shall be a Director;
- 16.13 A committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;
- 16.14 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote;
- 16.15 All acts and proceedings of committees shall be reported to the Board fully and promptly;
- 16.16 All acts done by any meeting of the Board or of a committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as a Director, 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 Director;

- 16.17 A resolution in writing, signed by all the Directors entitled to receive notice of a Board meeting shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form either hard copy or facsimile each signed by one or more Directors;
- 16.18 All members of the Board shall be entitled to be interested in and benefit from all or any of the contracts of insurance referred to in clauses 4.2.33 and 4.2.34 of the Memorandum and no member of the Board shall be prevented from acting in that capacity merely by reason of that interest.

17 Delegation of day to day management

The Directors may delegate day to day management and administration of the Foundation to one or more managers (if any).

18 Patrons

- 18.1 The Board may appoint and remove Patrons and Vice-Patrons of the Foundation if the members of the Board shall in their absolute discretion think fit and the roles and duties of any Patron or Vice-Patron hereof shall be determined by the Board from time to time as it shall in its absolute discretion think fit
- 18.2 A Patron or a Vice-Patron shall be appointed and may be removed by resolution of the Board and such resolution may set forth the terms of such appointment including its duration the roles duties and responsibilities of the person or persons being so appointed and any Patron or Vice-Patron may at any time by written notice to the Board retire from such office PROVIDED ALWAYS that a record of any such appointment removal or retirement as the case may be shall be made in the Minutes of the Board
- 18.3 Nothing in this Clause shall permit the Board to delegate their duties or powers to any Patrons or Vice-Patrons
- 18.4 No appointment of a Patron or Vice-Patron shall be for a term of more than two years and no person may be appointed as a Patron or Vice-Patron more than three times

19 Accounts

- 19.1 The Board shall comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
- 19.1.1 annual reports;
- 19.1.2 annual returns; and
- 19.1.3 annual statements of account;

- 19.2 The Board shall keep proper records of:
- 19.2.1 all proceedings at general meetings;
 - 19.2.2 all proceedings at meetings of the Board;
 - 19.2.3 all reports of committees; and
 - 19.2.4 all professional advice obtained;
- 19.3 Accounting records relating to the Foundation shall be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide;
- 19.4 The Board shall supply a copy of the Foundation's latest available statement of account to any Director or member on request, and within two months of the request to any other person who makes a written request and pays the Foundation's reasonable costs of complying with the request.

20 Means of communication

- 20.1 Subject to the Articles, the Foundation may deliver a notice or other document to a Member:
- 20.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
 - 20.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
 - 20.1.3 by fax to a fax number notified by the Member in writing;
 - 20.1.4 in electronic form to an address notified by the Member in writing;
 - 20.1.5 by a website, the address of which shall be notified to the Member in writing; or
 - 20.1.6 by advertisement in at least two national newspapers.
- 20.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 20.3 If a notice or document:
- 20.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
 - 20.3.2 is sent by post or other delivery service in accordance with Article 20.1.2 above it is treated as being delivered:
 - (a) 24 hours after it was posted, if first class post was used; or

- (b) 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- (c) properly addressed; and
- (d) put into the postal system or given to delivery agents with postage or delivery paid.

- 20.3.3 is sent by fax, providing that the Foundation can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.
 - 20.3.4 is sent in electronic form, providing that the Foundation can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.
 - 20.3.5 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 20.4 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

21 Dissolution

Clause 10 of the Memorandum relating to the winding-up and dissolution of the Foundation shall have effect as if its provisions were repeated in these Articles.

22 Rules or byelaws

- 22.1 The Board 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 Foundation and for the purpose of prescribing classes and conditions of membership of either the Foundation or any group established to support the Foundation, and in particular but without prejudice to the generality of the above, it may by such rules or byelaws regulate:
- 22.1.1 the admission and classification of membership of the Foundation, the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated;
 - 22.1.2 the conduct of members in relation to one another and to the Foundation's employees;
 - 22.1.3 the setting aside of the whole or any part or parts of the Foundation's premises at any particular time or times or for any particular purpose or purposes; and

22.1.4 the procedure at general meetings and meetings of the Board and committees in so far as such procedure is not regulated by these Articles;

22.2 The Foundation in general meeting shall have power by special resolution to alter or repeal the rules or byelaws and to make additions to them, and the Board shall adopt such means as it deems sufficient to bring to the notice of members of the Foundation all such rules or byelaws which, so long as they shall be in force, shall be binding on all members of the Foundation provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.

23 Indemnity

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every Director or other officer or auditor of the Foundation shall be indemnified out of the assets of the Foundation against any liability incurred by him 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 for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation.

Appendix 1

The provisions of this Appendix 1 (formerly provisions of the Memorandum of Association of The Foundation for Law, Justice and Society) are deemed to be provisions of the Articles of Association.

1 Name

- 1.1 The name of the Charity is The Foundation for Law, Justice and Society ('the Foundation').

2 Registered office

- 2.1 The registered office of the Foundation will be situated in England.

3 Objects

- 3.1 The purpose of the Foundation ('the Objects') is to promote and increase knowledge and understanding of the role of law and justice in contemporary societies through analysis, study and discussion, and by applying and disseminating the results of academic legal and social science research and scholarship to such issues for the benefit of the public nationally, regionally and internationally.

4 Powers

- 4.1 In furtherance of the Objects but not further or otherwise, the Foundation shall have power:
- 4.1.1 To establish an educational institute to develop and deliver advanced level international education on the role of law in dealing with contemporary social issues through seminars and study courses.
 - 4.1.2 To promote short term fellowships at the Foundation to enable senior professionals to study specific contemporary issues of law and justice where the primary objective is to analyse the issues in the light of existing research and to publish relevant policy guidance for the benefit of the public.
 - 4.1.3 To organise and fund sabbaticals for senior practicing lawyers and senior practitioners in other relevant professions to attend courses run by the Foundation concerning the role of law and justice in contemporary societies to enable them to make a greater contribution to their professions and to serve the public interest of their own and other countries.
 - 4.1.4 To develop and disseminate leadership programmes for senior professionals who are or are likely to become leaders in the field of law or other relevant disciplines on matters relating to the law's role in society and its application to contemporary issues through the promotion of lectures, courses, workshops and exhibitions.
 - 4.1.5 To assist in the training, equipment, commission or support of individuals who work for the Foundation.

- 4.1.6 To provide a forum for the discussion and study of contemporary issues of law and justice in society with a view to informing the policy debate nationally, regionally and internationally.
- 4.1.7 To provide grants and scholarships to enable senior practicing lawyers and senior practitioners in other relevant professions to take sabbaticals in order to develop and improve their understanding and deepen their analysis of contemporary legal, constitutional and related social issues with a view to assisting governments, business, international organisations and other sectors in dealing with such issues.
- 4.1.8 To promote the advancement of international knowledge on the application of the results of academic legal and social science research to contemporary social issues.
- 4.1.9 To encourage the teaching of the role and application of the law and justice in legal studies courses at educational establishments worldwide.
- 4.2 In addition the Foundation shall have the following ancillary powers:
 - 4.2.1 to accept a transfer of any property, assets, undertaking, functions, responsibilities and liabilities conducive to the realisation of the Objects;
 - 4.2.2 to act as trustee of any trust comprising real or personal estate and which, in the opinion of the Foundation, is calculated to further the aims and the Objects and as such trustee to carry out such trusts on the terms and conditions imposed in the instrument creating the same;
 - 4.2.3 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
 - 4.2.4 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
 - 4.2.5 to co-operate and enter into arrangements or affiliations with any institutions, educational establishments or authorities, whether national, local or otherwise which may be deemed beneficial to the furtherance of the Objects;
 - 4.2.6 to accept subscriptions, donations, devises and bequests of, any real or personal estate;
 - 4.2.7 to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate;
 - 4.2.8 to maintain and alter any real or personal estate as are necessary for any of the Objects;
 - 4.2.9 (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such real or personal estate;
 - 4.2.10 to erect, maintain, improve, or alter any buildings for the time being belonging to the Foundation with a view to furthering the Objects;

- 4.2.11 to issue appeals, hold public meetings, establish subscription arrangements and support groups and take such other steps as may be required for the purpose of procuring contributions to the funds of the Foundation in the shape of donations, grants, subscriptions or otherwise;
- 4.2.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 4.2.13 to make reasonable charges for any services the Foundation may provide in pursuit of the Objects provided that the Foundation shall not undertake any permanent trading activities for the purpose only of raising funds for the Objects;
- 4.2.14 to borrow or raise money for the purposes of the Foundation on such terms and (with such consents as are required by law) on such security as may be thought fit including making reasonable charges for any services it may provide provided that the Foundation shall not undertake any permanent trading activities for the purpose only of raising funds for the Objects;
- 4.2.15 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any purpose of the Foundation;
- 4.2.16 to lend money and give credit, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or persons as may be necessary for the work of the Foundation;
- 4.2.17 to undertake, execute and act as trustee of any charitable trusts which may be incidental to and likely to contribute to the attainment of the Objects;
- 4.2.18 to establish or promote any other company (not constituted for purposes of profit) having objects similar, wholly or partly, to those of the Foundation, or the promotion of which shall be in any manner calculated to advance directly or indirectly the Objects;
- 4.2.19 to purchase or form trading companies alone or jointly with others;
- 4.2.20 to carry on trade insofar as either the trade is exercised in the course of effecting one or more of the Objects;
- 4.2.21 to establish, develop and maintain links and to exchange information with other bodies at local, national and international level in order to promote the Objects;
- 4.2.22 to invest the money of the Foundation not immediately required for the Objects in or on such investments, securities or property as may be thought fit and with all the powers of a beneficial owner, and subject as provided below;
- 4.2.23 subject to clause 4.2.22 of this Memorandum of Association ('the Memorandum') to invest and deal with the monies of the Foundation not immediately required for its purposes on such terms as the board of directors of the Foundation ('the Board') may think fit in any private limited company in which the Foundation holds shares;

- 4.2.24 to make any charitable donation either in cash or assets for the furtherance of the Objects;
- 4.2.25 to set aside funds for special purposes or as reserves against future expenditure;
- 4.2.26 to delegate the management of investments to a financial expert but only on terms:
- (a) that the investment policy is set down in writing for the financial expert (meaning a person who is reasonably believed by the Board to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments) by the Board;
 - (b) that every transaction is reported promptly to the Board;
 - (c) that the performance of the investments is reviewed regularly with the Board;
 - (d) that the Board shall be entitled to cancel the delegation arrangement at any time;
 - (e) that the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) that 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 Board on receipt; and
 - (g) that the financial expert must not do anything outside the powers of the Board;
- 4.2.27 to arrange for investments or other property of the Foundation to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Board or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.2.28 to affiliate to or accept affiliation from any body with objects similar in whole or in part to those of the Foundation;
- 4.2.29 to enter into arrangements with any body of persons whether corporate or unincorporate formed for all or any of the Objects or for any purpose analogous thereto with a view to the promotion of the Objects and to contribute to or receive contributions from the funds of any such body upon such terms and conditions as the Foundation may think proper, subject nevertheless to the provisions of this Memorandum;
- 4.2.30 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Objects;
- 4.2.31 to obtain any Act of Parliament or other order or authority which will assist the Foundation to carry the Objects into effect or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or

other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Foundation;

- 4.2.32 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Foundation;
- 4.2.33 to insure and arrange insurance cover of every kind and nature in respect of the Foundation, its property and assets and in respect of and for the purpose of providing indemnity for itself, its directors ('the Directors'), officers, servants and voluntary workers and its members from and against all risks directly or indirectly incurred in the course of the Foundation's activities and in the performance of their duties by such Directors, officers, servants, voluntary workers and members as may be thought fit;
- 4.2.34 to provide indemnity insurance to cover the liability of the Directors (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 provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- 4.2.35 subject to the provisions of clause 5 of this Memorandum to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Foundation or their dependants;
- 4.2.36 to amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Foundation and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members, at least to the same extent as such payments or distributions are prohibited in the case of members of the Foundation by this Memorandum;
- 4.2.37 to make such articles of association, rules, regulations and bye-laws as are necessary in the opinion of the Board for the efficient running of the Foundation;
- 4.2.38 to pay out of the funds of the Foundation the costs, charges and expenses of and incidental to the formation and registration of the Foundation as a company and as a charity;
- 4.2.39 to do all such other lawful things as are incidental or conducive to the attainment of the Objects or any of them.

5 Application of income and property

- 5.1 The income and property of the Foundation shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Foundation provided that nothing shall prevent any payment in good faith by the Foundation:

- 5.1.1 of reasonable and proper remuneration to any member, officer or servant of the Foundation (not being a Director) for any services rendered to the Foundation;
- 5.1.2 of interest on money lent by any member of the Foundation or of the Board at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank in London selected by the Board or 3%, whichever is the greater;
- 5.1.3 of reasonable and proper rent for premises demised or let by any member of the Foundation or of the Board;
- 5.1.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than a one per cent shareholding in that company;
- 5.1.5 of out-of-pocket expenses to any member of the Board; or
- 5.1.6 of any premium in respect of any insurance to cover any of the liabilities specified in clause 4 of this Memorandum.

6 Payments and other benefits to Directors

- 6.1 Notwithstanding any other provision of this Memorandum a maximum of one third Directors may be remunerated by salary, pension, contributions or fees or receive other benefits in money or money's worth from the Foundation but only if:
 - 6.1.1 the duties carried out or services provided by the remunerated Director(s) are actually required by the Foundation for the attainment of the Objects; and
 - 6.1.2 that the nature and level of the fees or remuneration paid to a Director is reasonable in relation to the services he has provided and the resources of the Foundation; and
 - 6.1.3 that prior to any payment being made to him an appropriate written contract is concluded between the Directors and the Foundation containing the full details of his duties and obligations to the Foundation the amount of remuneration payable to him and all other relevant terms and conditions and that copies of all such contracts are retained by the Foundation for inspection by any authorised person; and
 - 6.1.4 that provisions of sub-clause 6.2 of this Memorandum are observed in relation to any discussions of the Board concerning that Director's interest, his remuneration or any variation of his remuneration.
- 6.2 Whenever a Director has a personal interest directly or indirectly in a matter to be discussed at a meeting of the Board or a committee of the Board, the Director concerned must:
 - 6.2.1 declare an interest at or before discussion begins on the matter; and
 - 6.2.2 withdraw from the meeting for that item unless expressly invited to remain in order to give information; and
 - 6.2.3 not be counted in the quorum for the part of the meeting devoted to that item; and

- 6.2.4 withdraw during the vote and have no vote on the matter;
- 6.3 Clauses 6.2.2 to 6.2.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised by either clause 4.2.33 or 4.2.34 above.
- 6.4 Where a Director becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Directors, the Director concerned shall:
- 6.4.1 as soon as possible declare an interest to all the other Directors;
- 6.4.2 not be entitled to vote on the resolution in writing, and
- the resolution shall take effect accordingly provided that any Director who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.
- 6.5 If a conflict of interests arises for a Director, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Directors, the unconflicted Directors may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 6.6.
- 6.6 A conflict of interests may only be authorised under Article 6.5 if:
- 6.6.1 the unconflicted Directors consider it is in the interests of the Foundation to do so in the circumstances applying;
- 6.6.2 the procedures of Articles 6.2 and 6.4 (as the case may be) are followed in respect of the authorised conflict; and
- 6.6.3 the terms of Article 5 are complied with in respect of any direct or indirect benefit to the conflicted Director which may arise from the authorised conflict.
- 6.7 Where a conflict is authorised in accordance with Articles 6.5 and 6.6 above, the unconflicted Directors, as they consider appropriate in the interests of the Foundation, may set out any express terms of the authorisation and may impose conditions on the authorisation.

7 Charging Clause

- 7.1 Notwithstanding any other provision of this Memorandum any firm, company or organisation which possesses specialist skills or knowledge required by the Foundation for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that a Director(s) of the Foundation is a director or other senior officer or employee of that firm, company or organisation.

8 Limited liability

The liability of the members is limited.

9 Contribution to assets of the Foundation

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

10 Surplus assets

- 10.1 If on the winding-up or dissolution of the Foundation there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Foundation, but shall be given or transferred to some other body having objects which are similar to the Objects and which shall prohibit the payment of any dividend or profit to, or the distribution of its assets amongst its members, to an extent at least as great as is imposed on the Foundation by virtue of clause 5 above (as shall be determined by the members of the Foundation).
- 10.2 If the Foundation is a trustee of any trusts at the time it is wound up or dissolved, the Foundation shall procure the appointment of a new trustee or trustees of those trusts in the place of the Foundation.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.