



FILE COPY

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

Company No. 6574762

The Registrar of Companies for England and Wales hereby certifies that

THE NUCLEAR INSTITUTE

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

Given at Companies House on **23rd April 2008**



N065747620



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL



MEMORANDUM OF ASSOCIATION

- of -

The Nuclear Institute

WEDNESDAY



- 1 The Company's name is the "Nuclear Institute" ("the Company")
- 2 The Company's registered office is to be situated in England
- 3 The objects for which the Company is established are -
 - 3 1 the advancement of education relating to nuclear energy and its application and ancillary subjects,
 - 3 2 the advancement of nuclear science, engineering and technology,
 - 3 3 in the interests of public safety, the promotion of high standards of education and professional performance amongst those engineers, scientists and others working within the nuclear industry,
 - 3 4 the promotion of the public understanding of nuclear sciences and the impact on society and the environment, and
 - 3 5 to undertake such other charitable purposes as the Trustees shall in their discretion from time to time decide
- 4 In furtherance of the objects set out above but not otherwise the Company may exercise the following powers
 - 4 1 to organise or make grants or loans towards the cost of others organising meetings, lectures, conferences (both national and international), symposia, seminars, exhibitions, broadcasts or courses of instruction,
 - 4.2 to produce, publish and distribute (whether gratuitously or not) or to make grants or loans towards the cost of others producing, publishing or distributing material in any form and on any media including books, pamphlets, reports,

journals, films, tapes, videos or programmes that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing contributors and others of the needs or progress of the Company,

- 4 3 to establish and administer a system of diplomas and qualifications in the science or practice of nuclear engineering and other disciplines related to nuclear science, to maintain the recognition of the professional status of such disciplines and to work with national and international bodies to ensure that any qualifications conferred by the Company are recognised or registered (as appropriate),
- 4 4 to undertake or assist others with research and experimental work in connection with nuclear science in furtherance of the objects of the Company;
- 4 5 to establish scholarships and prizes and other awards for merit,
- 4 6 to establish, form and maintain a library including collections of models, designs, drawings and other articles of interest in connection with the objects of the Company,
- 4 7 to co-operate with universities, colleges, educational institutions and other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them,
- 4 8 in the United Kingdom and elsewhere, to establish, support and dissolve non-autonomous branches of the Company (and to determine the constitution, rights and obligations of such branches) and to confer the status of a branch of the Company (on such terms as may be considered appropriate) upon independent organisations having objects which include the support of the Company,
- 4 9 to provide or procure the provision of advice, counselling and guidance in furtherance of the objects of the Company or any of them,
- 4 10 to make grants and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Company,
- 4 11 to accept (or decline) the whole or any part of any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions. Provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were

transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts,

- 4 12 to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient Provided that in raising funds the Company shall not undertake or carry out any trading activities unless authorised by this Memorandum of Association or by law to do so,
- 4 13 to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to those of the Company,
- 4 14 to establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its objects,
- 4 15 to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments,
- 4 16 to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not 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,
- 4 17 to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use,
- 4 18 to make planning applications, applications for consent under bye-laws or building regulations and other like applications,
- 4 19 subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company,
- 4 20 subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit,
- 4 21 to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants,

- 4 22 to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that
- 4 22 1 the Managers shall be authorised to carry on regulated activities under the Financial Services and Markets Act 2000,
- 4 22 2 the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company,
- 4 22 3 the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 28 days and to report regularly on the performance of investments managed by them,
- 4 22 4 the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof,
- 4 22 5 the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation,
- 4 22 6 the Company shall be liable for any failure to take reasonable care in choosing the Managers, fixing or enforcing the terms upon which the Managers are employed, requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers,
- 4 23 to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such,
- 4 24 to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee (as defined in the Articles of Association of the Company) which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, 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 criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Company,

- 4 25 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required,
 - 4 26 to establish charitable trusts for any particular purposes of the Company, to act as trustees of any such special charitable trust whether established by the Company or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects,
 - 4 27 either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Company,
 - 4 28 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,
 - 4 29 to carry out trade insofar as (a) the trade is exercised in the course of carrying out the primary objects of the Company, (b) the trade is temporary and ancillary to the carrying out of the objects of the Company or (c) the profits of any trade not falling within either (a) or (b) above are not liable to tax,
 - 4 30 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them
- 5 The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in this Memorandum of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no Trustee (as defined in the Articles of Association of the Company) shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company Provided that nothing in this document shall prevent any payment in good faith by the Company
- 5 1 by way of grant or contract to members of the Company who are charities where such payments are made in pursuance of the objects of the Company,
 - 5 2 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion,
 - 5 3 of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Trustee,
 - 5 4 of interest on money lent by any member of the Company or Trustee at a reasonable and proper rate,

- 5 5 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company,
 - 5 6 of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee,
 - 5 7 to any Trustee of reasonable out-of-pocket expenses,
 - 5 8 of reasonable and proper premiums in respect of Trustee Indemnity Insurance, effected in accordance with **Clause 4.24** above,
 - 5 9 to any person in their capacity as beneficiary of the Company, or
 - 5 10 which is made with the prior consent of the Charity Commission
- 6 The liability of the members is limited
- 7 Every Member (as defined in the Articles of Association of the Company) undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she 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
- 8 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Company, and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 5 above, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object provided that nothing in this clause shall preclude a transfer of assets on dissolution to a member of the Company which is a charity (in accordance with English law) having objects similar to or including the objects of the Company

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association

Signatures, Names and Addresses of Subscribers

George Edward Charles Jenkins
45 Edward Road
Clevedon
North Somerset
England
BS21 7DT



Witness to the above signature -

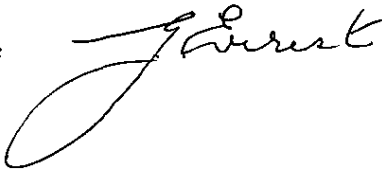
Name
Address

G EVEREST
11 EDWARD ROAD
CLEVEDON
NORTH SOMERSET
BS21 7DP

Occupation

RETIRED MANAGER

Signature



Dr William Stanley Jones
Lanes Holding
Pipers Lane
Great Kingshill
Buckinghamshire
HP15 6LW



Witness to the above signature -

Name
Address

J. COCKMAN
66 LINCOLN'S INN FIELDS
LONDON
WC2A 3LH

Occupation

SOLICITOR

Signature



Michael Charles Robbins
9 Windsor Road
Southport
Merseyside
PR9 0SG



Witness to the above signature -

Name
Address

C. Relevent
Tan y ffron,
Llogseirhead NW,
Cilgarn
mold CH7 5PL
Nuclear Safety Inspector

Occupation

Signature

CS Relevent

Dated

23 April 2008

THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

The Nuclear Institute

INTERPRETATION

1 In these Articles and the Memorandum

"the Acts"	means the Companies Act 1985, 1989 and 2006,
"Affiliate"	means a person affiliated to the Company not having the right to vote at General Meetings,
"the Articles"	means these Articles of Association of the Company,
"the Board"	means the board of directors of the Company,
"Bye-laws"	means the regulations governing the administration of the Company from time to time in force,
"Code of Professional Conduct"	Means the code of conduct of the Company from time to time in force which sets out the minimum standards of professional conduct required of each Member or Affiliate,
"the Company"	means the above-named company,
"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,
"executed"	includes any mode of execution,
"Members"	means the members of the Company having the right to vote at general meetings of the Company,
"the Memorandum"	means the Memorandum of Association of the Company,
"month"	means a calendar month,
"Office"	means the registered office of the Company,
"Patron"	means a person appointed by the Company in accordance with Article 9,
"these presents"	means the Articles and the regulations of the Company from time to time in force,
"the seal"	means the common seal of the Company if it has one,
"Secretary"	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company,
"Subscribers"	means the signatories to the Memorandum and the Articles,
"Trustee"	means a member of the Board,
"the United Kingdom"	means Great Britain and Northern Ireland,

words importing the singular number only shall include the plural number and vice versa, words importing the one gender shall include all genders and words importing persons shall include corporations

Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles

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

MEMBERSHIP OF THE COMPANY

- 2 The number of Members of the Company is unlimited
3. The first Members shall be the subscribers to the Memorandum
- 4 The Bye-laws shall from time to time prescribe different categories or classes of Members under whatever title or nomenclature the Bye-laws shall specify and shall bestow upon the persons concerned such rights, duties and obligations (including the amounts of any subscriptions) as shall be specified in the Bye-laws
- 5 An individual may become a Member if he -
 - 5 1 fulfils the criteria prescribed by the Bye-laws for membership of a particular category or class of Member, and
 - 5 2 is approved by the Board in accordance with the Bye-laws

The Board shall not be obliged to give reasons for refusing to accept any person as a Member
- 6 Membership shall not be transferable and a Member shall cease to be a Member if -
 - 6 1 in the case of an individual, on death,
 - 6.2 if by notice in writing to the Secretary the Member resigns The Member is deemed to have resigned when the letter of resignation is received at the Office,
 - 6 3 by resolution of the Board passed by three-quarters of all those Trustees present and voting at the meeting of the Board convened for the purpose the Board determines that the continued membership of the Member would be contrary to the best interests of the Company including as a result of a breach by the Member of the Code of Professional Conduct (from time to time in force) A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting on the resolution Any Trustee may attend and vote on such resolution of the Board notwithstanding any conflict of interest which he may have, or
 - 6 4 if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid for six months and the Member has not paid such subscription within one month after notice is served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid The Board may readmit to membership of the Company any person removed on this ground on his paying such part of the sum due as the Board may determine,

AFFILIATES

- 7 The Board shall from time to time prescribe different classes of Affiliates which shall be set out in the Bye-laws and shall specify such privileges and duties (including the amounts of any subscriptions) of such classes of Affiliates. No Affiliate shall have the right to attend and vote at a general meeting of the Company
- 8 The Board shall admit as an Affiliate any individual or organisation who fulfils the criteria prescribed by the Bye-laws for admission to a particular class of Affiliate. Affiliate status shall not be transferable and an Affiliate shall cease to be an Affiliate in any of the circumstances stated in the Bye-laws

PATRONS

- 9 The Board may in its discretion appoint any person to be a Patron of the Company (and remove any Patron) on such terms as they shall think fit

GENERAL MEETINGS

- 10 The Trustees may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act

NOTICE OF GENERAL MEETINGS

- 11 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by the Members. The shorter notice must be agreed to by a majority in number of Members having a right to attend and vote at a general meeting, being a majority together holding not less than ninety percent of the total voting rights at that meeting of all the Members
- 12 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all Members and Trustees

PROCEEDINGS AT GENERAL MEETINGS

- 13 No business shall be transacted at any general meeting unless a quorum is present. Twelve persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member shall constitute a quorum, save that if at any time the total number of Members shall be less than ten, then the quorum shall be three persons
- 14 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine

- 15 The President, if any, of the Board or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the President nor such Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman
- 16 If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman
- 17 A Trustee shall, notwithstanding that he is not a Member, be entitled to attend and speak (but not vote) at any general meeting
- 18 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice
- 19 A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded
 - 19 1 by the chairman of the meeting, or
 - 19 2 by at least two Members present in person or by proxy, or
 - 19 3 by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting,
- 20 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 21 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- 22 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded

- 23 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 24 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 25 A written resolution of the Members proposed and passed in accordance with Chapter 13 of the Companies Act 2006 shall have effect as if the same had been passed at a general meeting of the Company convened and held.

VOTES OF MEMBERS

- 26 Subject to **Article 24**, every Member who is present in person or by proxy shall have one vote.
- 27 No Member shall debate or vote on any matter in which he is personally interested without the permission of the majority of the persons present and voting.
- 28 Any Member of the Company entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote on a poll instead of him.
- 29 The instrument appointing a proxy shall be in writing signed by the appointor or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve.

THE NUCLEAR INSTITUTE

I [Company Member's name and address] being a Member of the above-named company hereby appoint [name and address of proxy holder] or failing him/her, [name and address of substitute] as my/our proxy to vote on my/our behalf at the General Meeting of the Company to be held on the day of and any adjournment thereof.

Signed [name] this day of

- 30 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 36 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be

treated as valid No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution

- 31 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
- 32 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 chairman whose decision shall be final and conclusive
- 33 A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation of the Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

THE BOARD

- 34 The number of Trustees shall be no fewer than three and, unless otherwise determined by Ordinary Resolution, shall be no more than fifteen
- 35 The first Trustees shall be the subscribers to the Memorandum Future members of the Board shall be elected or appointed as provided subsequently in the Articles
- 36 Except to the extent permitted by **Clause 5** of the Memorandum, no member of the Board shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party The Board shall adopt such conflicts of interests policy as it sees fit and shall have the power to authorise any conflict or possible conflict provided that so doing would not otherwise be prohibited by anything in the Memorandum or the Articles
- 37 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or general meetings or otherwise in connection with the discharge of their duties, but save as permitted by Clause 5 of the Memorandum shall otherwise be paid no remuneration

POWERS OF THE BOARD

- 38 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board The Board may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company

and are not by statute or by these presents required to be exercised by the Company. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

39 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

40 The Board shall have power from time to time to make such Bye-laws or other regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs including -

40 1 prescribing categories of Members and Affiliates,

40 2 prescribing the duties of any officers or employees of the Company,

40 3 the procedures and timing for election of Trustees whether by ballot or otherwise and other officers of the Company,

40 4 regulating the conduct of the business of the Company by the Board, and

40 5 regulating any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board,

40 6 prescribing a Code of Professional Conduct with which all Members, Affiliates and Trustees must comply,

provided that the same shall not be inconsistent with the Articles.

41 The Board shall have power to repeal or alter or add to any Bye-laws or regulations unless the rule is designated as one which can only be changed with the consent of the Member or any category of Members and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

APPOINTMENT OF TRUSTEES

42 Within a period not exceeding 36 months from the date of incorporation:

42 1 the Subscribers shall appoint up to six persons as additional Trustees,

42 2 the Trustees shall introduce Bye Laws or regulations for the election of Trustees, and

42 3 the Trustees shall arrange the first elections of Trustees after which any of the Subscribers who have not yet done so shall retire from office.

43 Subject to **Articles 35 and 44**, Trustees shall be elected by the Members in such manner and hold office for such terms as the Bye-laws shall specify

44 The Board may co-opt an individual to be a Trustee to fill a vacancy or as an additional Trustee in accordance with the Bye-laws provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees

DISQUALIFICATION AND REMOVAL OF TRUSTEES

45 A Trustee shall cease to hold office if he

45 1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee,

45 2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs,

45 3 resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect),

45 4 is absent without the permission of the Board from four consecutive meetings and the Board resolve that his office be vacated, or

45 5 at a meeting of the Board at which at least half of the Trustees are present, a resolution is passed that he be removed from office. Such a resolution shall not be passed unless the Trustee has been given 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal, and has been afforded a reasonable opportunity of being heard by or making written representations to the Board

PROCEEDINGS OF THE BOARD

46 Subject to the provisions of the Articles and the Bye-laws, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Trustees may and the Secretary at the request of two Trustees shall call a meeting of the Board. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote

47 The quorum for the transaction of the business of the Board may be fixed by a resolution of the Board but in the absence of such resolution shall be three Trustees

48 The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting

- 49 The President shall be the chairman of meetings of the Board and unless he is unwilling to do so, the President shall preside at every meeting of Board at which he is present But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting
- 50 The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that
- 50 1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number),
- 50 2 the composition of any such committee shall be entirely in the discretion of the Board and unless the Bye-laws provide otherwise need not include a Trustee,
- 50 3 the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary,
- 50 4 all delegations under this Article shall be revocable at any time,
- 50 5 the Board may make such regulations and impose such terms or conditions and give such mandates to any such committee as it may from time to time think fit,
- 50 6 for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that at least two signatures shall be required
- 51 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote
- 52 A resolution in writing, signed by all the Trustees for the time being shall be as valid and effective as if it had been passed at a meeting of the Board duly convened and held A resolution in writing, signed by all the members of a committee and which complies with the terms of any regulations delegating authority to such committee shall be as valid and effective as if it had been passed at a meeting of such committee duly convened and held.

- 53 Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Such procedure shall be used only in accordance with any guidelines set out in the Bye-laws. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

OFFICERS

- 54 Subject to the provisions of the Act and to **Clause 5** of the Memorandum, the Board may appoint

54 1 a President,

54 2 a Deputy President,

54 3 a Membership Chairman,

54 4 a Treasurer,

54 5 any such officers as they see fit,

and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed

- 55 Any appointment of a Trustee to an honorary office shall terminate if he ceases to be a Trustee

MINUTES

- 56 The Board shall keep minutes in books kept for the purpose

56 1 of all appointments of officers made by the Board, and

56 2 of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting

THE SEAL

- 57 The seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

BANK ACCOUNTS

- 58 Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall require two signatures.

ACCOUNTS

- 59 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Acts shall be kept at the Office or such other place within the United Kingdom as the Board think fit.
- 60 Subject to the requirements of the Acts, the Company may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.
- 61 If required to do so by the Acts, the Board shall lay before the Annual General Meeting of the Company in each year an income and expenditure account for the period since the last preceding account (or in the case of the first account since incorporation of the Company) together with a balance sheet made up as at the same date. Such accounts and balance sheet shall be accompanied by a report of the Board as to the state of affairs of the Company and a report of the Auditors and shall comply with the provisions of the Acts. If required to do so by the Acts, copies of such account, balance sheet and reports and of any other documents required by law to be annexed or attached to them shall, not less than 21 clear days before the date of the meeting before which the same have to be laid, be sent to all persons entitled to receive notices of General Meetings of the Company.

AUDIT

- 62 Auditors shall be appointed and their duties regulated in accordance with the Acts.

ANNUAL REPORT AND ANNUAL RETURN

- 63 The Board shall comply with their obligations under the Charities Act 1993 with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission.

NOTICES

64 The Company may validly send or supply any document (including any notice of general meeting) or information to a Member -

64 1 by delivering it by hand to the address recorded for the Member in the Register of Members,

64 2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the Register of Members,

64 3 by fax to a fax number notified by the Member in writing,

64 4 by electronic mail to an email address notified by the Member in writing, or

64 5 by means of a website the address of which shall be notified to the Member in writing;

in accordance with and subject to the “company communications provisions” of the Companies Act 2006, but this **Article 64** does not affect any other provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way

65 A Member whose registered address for the purposes of **Article 64.1 or 64.2** above is not within the United Kingdom shall not be entitled to receive any notice from the Company unless he or she gives to the Company either an address within the United Kingdom (a UK Address) at which notices may be given to him or her or notifies the Company of a fax number or email address to which notices may be sent in electronic form or who agrees or is deemed to agree to notice being given to him or her by means of a website, in which case he or she shall be entitled to have notices given to him at that UK Address, fax number, email address or by means of such website (as the case may be)

66 A Member present, either in person or by proxy or, being a corporation, by its representative, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which was called

TIME OF RECEIPT

67 If a document or information (whether in hard copy form or electronic form) is delivered by hand, it is deemed to have been received by the intended recipient at the time it is handed to or left for the Member

68 If a document or information (whether in hard copy form or electronic form) is sent by post or courier, to an address in the United Kingdom, it is treated as being received by the intended recipient

68 1 48 hours after it was posted, if first class post was used, or

68 2 72 hours after it was posted or given to the courier, if first class post was not used,

provided that it was properly addressed and either put into the post system or given to the courier with postage or delivery paid

69 If a document or information is sent by fax or electronic mail, it is deemed to have been received by the intended recipient at the time it was sent provided that it was sent to the correct fax number or email address

70 If a document or information is sent by means of a website, it is deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) information that it was available on the website

INDEMNITY

71 Subject to the provisions of the Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company 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 Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto

72 The Board shall have power to resolve pursuant to **Clause 4.24** of the Memorandum to effect Indemnity Insurance notwithstanding their interest in such policy

WINDING-UP

73 The provisions of Clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

Signatures, Names and Addresses of Subscribers

George Edward Charles Jenkins
45 Edward Road
Clevedon
North Somerset
England
BS21 7DT



Witness to the above signature -

Name
Address

G EVEREST
11 EDWARD ROAD
CLEVEDON
NORTH SOMERSET
BS21 7DT


Occupation

RETIRED MANAGER

Signature



Dr William Stanley Jones
Lanes Holding
Pipers Lane
Great Kingshill
Buckinghamshire
HP15 6LW



Witness to the above signature -

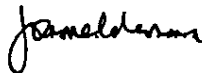
Name
Address

J. CORNWALL
66 LINCOLN INN FIELDS
LONDON
WC2A 3LT

Occupation

SOLICITOR

Signature



Michael Charles Robbins
9 Windsor Road
Southport
Merseyside
PR9 0SG



Witness to the above signature -

Name
Address

* C Raeser *
Ten of Fifth
Laggards
Calcan
Mold CH75PG

Occupation

Signature

is there *

Dated

23 April 2008

Company No
Charity No

THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
- of -

The Nuclear Institute

(Incorporated on 2008)

FARRER & CO
66 Lincoln's Inn Fields
London WC2A 3LH



10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

THE NUCLEAR INSTITUTE

Proposed Registered Office

(PO Box numbers only, are not acceptable)

1 PENERLEY ROAD

Post town

LONDON

County / Region

Postcode

SE6 2LQ

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

Farrer & Co

Address

66 Lincoln's Inn fields

Post town

County / Region

London

Postcode

WC2A3LH

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record

Farrer & Co LLP
66 Lincolns Inn Fields
London
WC2A 3LH (Ref AMP/JCC)

Tel +44 (0)20 7242 2022

DX number 32

DX exchange Chancery Lane

Companies House receipt date barcode

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
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name

THE NUCLEAR INSTITUTE

NAME

*Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

MARK HENRY JOSEPH

Surname

ASKEW

Previous forename(s)

Previous surname(s)

Address ††

447 HOLYHEAD ROAD

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

COVENTRY

County / Region

Postcode

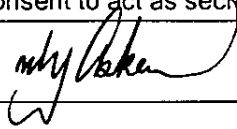
CV5 8HS

Country

ENGLAND

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

Consent signature



Date

23.04.08

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

DR

*Honours etc

Forename(s)

WILLIAM STANLEY

Surname

JONES

Previous forename(s)

Previous surname(s)

Address ††

LANES HOLDING

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

GREAT KINGSHILL

County / Region

BUCKINGHAMSHIRE

Postcode

HP15 6LW

Country

ENGLAND

Day Month Year

Date of birth

2

0

1

1

1

9

4

1

Nationality

BRITISH

Business occupation

CONSULTANT

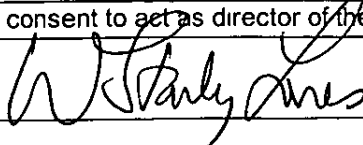
Other directorships

BNES LIMITED

SPIERS HOUSE LIMITED

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

Consent signature



Date

23.04.08

CHFP025

Company name THE NUCLEAR INSTITUTE

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, 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

MR

*Honours etc

Forename(s)

MICHAEL CHARLES

Surname

ROBBINS

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

9 WINDSOR ROAD

SOUTHPORT

MERSEYSIDE

PR9 0SG

ENGLAND

Date of birth

Day Month Year

0 9 0 5 1 9 4 5

Nationality BRITISH

Business occupation

HM PRINCIPAL INSPECTOR OF NUCLEAR

Other directorships

INSTITUTION OF NUCLEAR ENGINEERS

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

Consent signature

Date

23.07.08

Company Secretary (see notes 1-5)

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

☐

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

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 ††

☐

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

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

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR	*Honours etc	
* Voluntary details	Forename(s)	GEORGE EDWARD CHARLES		
	Surname	JENKINS		
	Previous forename(s)			
	Previous surname(s)			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	Address ††	45 EDWARD ROAD		
		CLEVEDON		
	Post town			
	County / Region	NORTH SOMERSET	Postcode	BS21 7DT
	Country	ENGLAND		
	Date of birth	Day 1 0 0 3	Month 1 9	Year 4 0
		Nationality BRITISH		
	Business occupation	CONSULTANT		
	Other directorships	BNES LIMITED		
		NUCLEAR LIABILITIES FUND LIMITED		
		I consent to act as director of the company named on page 1		
	Consent signature			
		Date	23.04.08	

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Farrell Co

Date

23.04.08

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



12

Please complete in typescript,
or in bold black capitals

CHFP025

Declaration on application for registration

Company Name in full

THE NUCLEAR INSTITUTE

I, JOANNE CLAIRE COLEMAN

of FARRER & CO LLP

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~XXXXXX~~ 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

Declared at

BCL BULTON COPELAND SOLICITORS
51 LINCOLNS INN FIELDS LONDON WC2A 3LZ

On

Day	Month	Year
23	04	2008

① Please print name

before me ①

SAMANTHA MOLAN

Signed

Date

23.4.08

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record

Farrer & Co LLP
66 Lincolns Inn Fields
London
WC2A 3LH

DX number 32

Tel +44 (0)20 7242 2022

DX exchange Chancery Lane

Companies House receipt date barcode

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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
or **LP - 4 Edinburgh 2**



Please complete in typescript,
or in bold black capitals

CHFP025

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

THE NUCLEAR INSTITUTE

I, JOANNE CLAIRE COLEMAN

of FARRER & CO LLP

† Please delete as appropriate

a [Solicitor engaged in the formation of the company] ~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ do solemnly and sincerely declare
~~XXXXXXXXXXXX~~ that the company complies with the requirements of section 30(3) of the
Companies Act 1985

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

Declared at

Day Month Year

23 04 2008

① Please print name

before me ①

SAMANTHA MOUN

Signed

Date 23.4.08

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

Farrer & Co LLP
66 Lincolns Inn Fields
London
WC2A 3LH

DX number 32

Tel +44 (0)20 7242 2022

DX exchange Chancery Lane

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for companies registered in Scotland **DX 235 Edinburgh**