

Company Number: 9922979

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CROP HEALTH AND PROTECTION LIMITED

(the "Company")

CIRCULATION DATE: 15th March 2016

LAPSE DATE: 13th April 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Company proposes that the following resolution is passed as a special resolution


SPECIAL RESOLUTION

"THAT the Articles of Association in the form attached to this Resolution be adopted by the Company in substitution for and to the exclusion of the Company's existing Articles of Association "

AGREEMENT

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

The undersigned, being the members entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

Member's name	Signature	Date of signature
For and on behalf of BPE Secretaries Limited		15/3/16



NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

Hand delivering the signed copy to the registered office of the Company, or

Post returning the signed copy by post to the registered office of the Company or

Email sending it as a pdf attachment to maggie.garnett@bpe.co.uk marked in the subject box 'Private & Confidential Written Resolution'

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by the Lapse Date sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company Name: **CROP HEALTH AND PROTECTION LIMITED**

Company Number: **09922979**

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1 INTERPRETATION

1.1 In the Articles, unless the context requires otherwise -

Advisory Panel	means a group of independent organisations to provide specific market insight and intelligence to CHAP
Act	means the Companies Act 2006
Address	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company
Articles	means the Company's articles of association for the time being in force
BIS Representative	means any individual(s) nominated by the Department for Business, Innovation and Skills to be a Director in accordance with these Articles
Board	means the board of Directors of the Company
Business Day	means any day other than Saturday, Sunday or public holiday in England and Scotland
Centre	means a Research Organisation created through an initiative of the Technology Strategy Board as part of HM Government's Agri-Tech Strategy
Centre Establishment Phase	means a period of six (6) months from the date that the Grant Funding Agreement between the Technology Strategy Board and the Company to establish and operate the CHAP, enters into force
Chairman	means the Director in situ specifically contracted to chair the meetings of the Board throughout his directorship, as appointed

	from time to time whether on an interim or full-time basis
CHAP	means the Centre established to commercialise research data, data science and modelling for the primary agricultural industries and secondary food processing industries operating in the field of Crop Health and Protection (the Company)
Chief Executive Officer or CEO	means the executive Director in situ specifically contracted to the position of chief executive officer of the Company from time to time whether on an interim or full-time basis CEO shall have the same meaning
Clear Days	means, in relation to the period of a notice, 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
Collaboration Agreement	means the collaboration agreement intended to be entered into between Agriculture and Horticulture Development Board (AHDB), CAB International, Cranfield Innovative Management Limited, Cranfield University, Farmcare Trading Limited, Fera Science Limited, Frontier Agriculture Limited, Rothamsted Research Limited, Stockbridge Technology Centre Limited, University of Newcastle upon Tyne, and Crop Health and Protection Limited, dated 11 March 2016 in supplement to the Articles and the Grant Funding Agreement
Companies Acts	means the Companies Acts (as defined in section 2 of the Act) insofar as they apply to the Company
Company	means this Company, to whom these articles apply
Conflict	means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company
Crop Health and Protection	means the field of crop health and protection which includes how global farming deals with biotic crop threats including pests, pathogens and weeds
Director	means a statutory director of the Company
Document	includes, unless otherwise specified, any document sent or supplied in paper or Electronic Form
Executive Management Team	means a team comprising of those persons appointed to the following roles of the Company from time to time CEO, Innovation Director, Commercial Director, Company Manager and Operational Delivery Manager (the descriptions and

	responsibilities of such roles to be developed and agreed by the Company)
Electronic Form	has the meaning given in section 1168 of the Act
Horizon Scanning Unit	means the independent industry, academic and government experts as appointed by the Strategic Panel to provide foresight (3-10 years) of the future direction of technology needs and developments to inform the strategic priorities of the Company
Grant	means any core grant made by the Technology Strategy Board to the Centre for core operational purposes
Grant Funding Agreement	means the Grant Agreement dated 15 March 2016 between Innovate UK (Technology Strategy Board) of North Star House, North Star Avenue, Swindon, SN2 1UE ("the TSB"), and the Company, including all schedules and annexes, by which the TSB offers and the Company accepts grant funding towards the establishment and maintenance of the Company
Interim Governance Board	means the initial Governance Board comprised of Andrew Swift, CEO of Fera Science Limited as interim Chair, industry executive representatives, Charlie Whitmarsh (Frontier), Andrew Spencer (Rothamsted), and Michael (Mike) Watts, Finance Director (Capita as Fera), which shall act in this capacity until the Governance Board is appointed and those persons appointed by them at any time prior to the formation of the Board shall serve as non-executive Directors of the Centre
Interim Management Team	means the initial team appointed by and acting under the delegated authority of the Interim Governance Board comprising of Adrian Barraclough – Interim Chief Operating Officer (independent contractor) Giles Budge – CHAP Technical Lead (Fera Science Limited) Shirley Alexander – Finance (independent contractor)
Material Adverse Effect	means a material adverse effect on the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects, of the Company
Member	means a member of the Company as listed on register of members maintained by the Company from time to time and bound by the Company's Memorandum and Articles of Association, "Members" is to be construed accordingly

Member Director	means a Director appointed in accordance with article 16 3
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that articles of the Model Articles
Objects	means the objects of the Company, as more particularly defined in Article 3
Officer	means a Director and/or the Secretary (if any)
Ordinary Resolution	has the meaning given in section 282 of the Act
Original Members	means Phase One Original Consortium Members and Phase Two Original Consortium Members only
Original Consortium Parties	means ADAS UK Ltd, Agriculture and Horticulture Development Board (AHDB), Bayer CropScience AG, CAB International, Cranfield Innovative Manufacturing Limited, Cranfield University, Crop Health and Protection Limited, Farmcare Trading Limited, Fera Science Limited, Frontier Agriculture Limited, the Met Office, Rothamsted Research Limited, Stockbridge Technology Centre Limited, Tesco Stores Limited, and University of Newcastle upon Tyne
Permitted Transfer	means the transfer of membership by a Member which is a body corporate to any holding company or subsidiary of that Member, or to any other subsidiary of any such Member's holding company
Phase One Original Consortium Members	means the founding consortium members, Agriculture and Horticulture Development Board (AHDB), CAB International, Cranfield Innovative Manufacturing Limited, Cranfield University, Crop Health and Protection Limited, Farmcare Trading Limited, Fera Science Limited, Frontier Agriculture Limited, Rothamsted Research Limited, Stockbridge Technology Centre Limited and University of Newcastle upon Tyne, who can become a member immediately upon the Centre's constitution
Phase Two Original Consortium Members	means the consortium members, ADAS UK Ltd, Bayer CropScience AG, Tesco Stores Limited, and the Met Office, who shall form part of the Strategic Panel for a period of either six (6) months from the Start Date or until their signature of the Collaboration Agreement, whichever is the earliest If the Collaboration Agreement is not signed within the six (6) month

	period by such Phase Two Partner, that Phase Two Partner shall cease to be part of the Strategic Panel and all rights removed
Projects	means all projects undertaken by the Company in accordance with the objects set out in Article 3 including, but not limited to, the projects to be funded by the Company utilising the Grant
R&D&I Framework	means the Community Framework for State Aid for Research and Development and Innovation 2014C 198/01 (as updated from time to time) (not used in articles)
Research Organisation	has the meaning given to it in the R&D&I Framework
Secretary	means any person appointed to perform the duties of the secretary of the Company
Special Resolution	has the meaning given in section 283 of the Act
Severe Adverse Effect	means a material adverse effect on the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects, of the Company
Strategic Panel	means a panel comprising of (i) a representative of each Original Member, (ii) a Director nominated from the Board that is responsible for advising the Board as to the strategic direction and priorities of CHAP according to market demand or other matters deemed necessary by the Board to further the objects of the Company, and (iii) a representative of the TSB
Subsidiary	has the meaning given in section 1159 of the Act
Supplier	means a supplier of goods or services to the Company
Technology Strategy Board	means the Technology Strategy Board (TSB), a Company incorporated in England and Wales by Royal Charter with Company number RC000818, or any successor body
TSB Representative	means the individual nominated by the Technology Strategy Board (TSB) in writing to hold the office of Strategic Panel member in accordance with these Articles
United Kingdom	means England, Wales, Scotland, and Northern Ireland

- 1 2 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 3 Words importing one gender shall include all genders, and the singular includes the plural and vice versa
- 1 4 Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company
- 1 5 Apart from the exception in Article 1 4, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force
- 1 6 The Model Articles shall not apply to the Company

2 LIABILITY OF MEMBERS

- 2 1 The liability of each of the Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets or property of the Company in the event of it being wound up while he or it is a Member or within one year after he or it ceases to be a Member, for
- 2 1 1 payment of the Company's debts and liabilities incurred before he or it ceases to be a Member,
- 2 1 2 payment of the costs, charges and expenses of winding up, and
- 2 1 3 adjustment of the rights of the contributories among themselves

3 OBJECTS

- 3 1 The Company's objects are
- 3 1 1 to operate the Company as a not-for-profit Research Organisation, with any surplus revenue being reinvested into the pursuance of the Objects,
- 3 1 2 to work with selected partners including Members to promote, develop and facilitate the commercialisation and advancement of Crop Health and Protection,
- 3 1 3 to provide businesses, academia and other organisations with access to leading technology and expertise required to promote and develop the advancement of the Crop Health and Protection,
- 3 1 4 to undertake collaborative Projects with businesses, academia and other organisations, including contract R&D&I and experimental development,
- 3 1 5 to ensure the Company and its selected partners disseminate and transfer information, knowledge and know-how obtained relating to and obtained in pursuance of these Objects, where appropriate, for the benefit of the Crop Health and Protection, and
- 3 1 6 to receive and manage the Grant to support investment and research infrastructure
- 3 2 Generally to do all such lawful things as may to the Company seem incidental or conducive to the above objects
- ## 4 POWERS
- 4 1 In pursuance of the objects set out in Article 3, the Company has the power to

- 4 1 1 operate and run the Centre,
- 4 1 2 determine which Projects it supports and the amount of its resource allocated to such Projects and for how long,
- 4 1 3 incorporate subsidiary companies to carry on any trade which furthers the pursuit of the Company's Objects, and
- 4 1 4 do all such lawful things which are incidental to, conducive to and/or are calculated to further the Objects or any of them

5 APPLICATION OF INCOME AND PROPERTY

- 5 1 The income and property of the Company shall be applied solely towards the promotion of the Objects
- 5 2 A Director
 - 5 2 1 is entitled to be reimbursed from the property of the Company or may be paid out of such property reasonable expenses properly incurred by him when acting on behalf of the Company
 - 5 2 2 may receive an indemnity from the Company in the circumstances specified in Article 29
- 5 3 The Company may make reasonable and proper payment to any officer, employee, professional or other adviser of the Company who is not a Director for any services to the Company Save that nothing in this clause 5 3 shall prevent the company making reasonable and proper payment to any executive Director for their services to the Company
- 5 4 None of the income from the property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member This does not prevent a Member who is also a Director or Supplier receiving reasonable and proper remuneration for any goods or services supplied to the Company
- 5 5 Subject to clause 7 1 6 of the Grant Funding Agreement, in the event of the winding up of the Company the Members of the Company at the time of the winding up shall be given the opportunity to purchase the residual assets of the Company for market value with priority for purchase of assets being given to the Member who contributed, or obtained funding for, such assets or on whose premises the assets are situated, all remaining residual assets shall then be transferred to one or more bodies
 - 5 5 1 with objects similar to those of the Company, or
 - 5 5 2 the objects of which
 - (a) are the promotion of charity and anything incidental or conducive thereto, and
 - (b) which prohibit the distribution of its or their income to its or their members

such body or bodies to be determined by the Members at the time of winding up

6 MEMBERSHIP

- 6 1 The Members of the Company shall be those persons named in the Company's register of members from time to time
- 6 2 Membership of the Company is open to
 - 6 2 1 any individuals aged 18 or over whom the Board decides to admit to membership, and

- 6 2 2 organisations whether incorporated or unincorporated, which the Board decides to admit to membership
- 6 3 Phase Two Original Consortium Members shall be entitled to be admitted as a Member without permission if they become a Member within six (6) months of the start date set out in the Grant Funding Agreement
- 6 4 Subject to 6 3, no person shall be admitted as a Member of the Company unless a majority of at least 75% of all existing Category A Members agree to admit that person as a Member
- 6 5 Membership of the Company may not be transferred or transmitted to any other person save for a Permitted Transfer
- 6 6 A register of names and Addresses of the Members shall be kept by the Directors
- 6 7 Membership is terminated if
- 6 7 1 a Member resigns by written notice to the Company, in accordance with Articles 6 11 1, or
- 6 7 2 a Member is expelled in accordance with Article 6 11 2, or
- 6 7 3 being an individual, is the subject of a bankruptcy petition or order, or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bone fide reconstruction or amalgamation without insolvency), or
- 6 7 4 the Member dies or ceases to exist,
- save where there is only one Member of the Company, provided that the Membership of any such sole Member shall continue until, but immediately terminate upon, a further Member being admitted to the Company
- 6 8 Member Representatives
- Each Member which is an organisation has the right to appoint one representative. At any time, by notice in writing to the Company, that Member may cancel the appointment of its representative and appoint another in his/her place(s). The Member must confirm the name of its representative at the Company's request. The representatives have the right to attend, vote and speak at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority
- 6 9 Classes of membership
- 6 9 1 There shall be two classes of membership
- (a) Category A Membership, and
- (b) Category B Membership
- 6 9 2 Category A Membership shall be open to the Phase One Original Consortium Members and Phase Two Original Consortium Members only
- 6 9 3 Category B Membership shall be open to such persons as qualify for such membership pursuant to and in accordance with these Articles
- 6 10 Rights and obligations of different classes of membership
- 6 10 1 Category A Members shall have the following rights

- (a) to attend, speak and vote at general meetings of the Company,
- (b) to be consulted and to receive information relating to all matters relating to the activities of the Company which the Board may from time to time pursue, and
- (c) to receive such other rights and benefits as the Board may from time to time prescribe

6 10 2 The following matters are reserved for a decision by the Category A Members which must be passed by obtaining (i) a majority vote of at least 75%, and (ii) approval from the Board, which must include the agreement of the BIS Representative (unless there is no BIS Representative appointed at that time), failing which the Members agree such matters will not come into effect for the Company or allow to be actioned

- (a) Wind up, or submit an application to wind up, the Company,
- (b) Alter or replace the Company's Articles of Association save that, where a material change is being made to Articles 3, 4 or 5, the Company must first seek the prior written consent of the Technology Strategy Board, such consent not to be unreasonably withheld,
- (c) Change the Company's registered name,
- (d) Appointment of a new Director,
- (e) Admit a new Member,
- (f) Expel any Member,
- (g) Incorporation or acquisition of any subsidiary company,
- (h) Borrow money or enter into a loan contract (excluding normal trading terms), and
- (i) Incur any capital expenditure in excess of £500,000 a year and in excess of £ 250,000 for any single item

6 10 3 Each Member undertakes severally that they shall not use their power as Members to remove a Director (other than their permitted nominated director) or otherwise overturn a decision of the Board, unless and only to the extent the Company is in breach of the Collaboration Agreement

6 10 4 Category B Members shall have the following rights

- (a) to attend, speak and vote at general meetings of the Company on all matters other than those at Article 6 10 2 or the appointment of a Member Director, subject to the prior approval of the Chairman and Category A Members, and
- (b) to be consulted and to receive information relating to such matters relating to the activities of the Company as the Board may from time to time pursue, and
- (c) to receive such other rights and benefits as the Board may from time to time prescribe

6 11 Withdrawal and expulsion

6 11 1 A Member may withdraw from membership (the "**Withdrawing Member**") by giving six (6) months' written notice to the Board, subject to such conditions as the Board may reasonably decide are necessary to allow the Company to continue to operate and to

allow the completion of any projects being conducted by the Company or any Party at the date of withdrawal, including, but without prejudice to the generality

- (a) the return to the Company of unused funding held by the Withdrawing Member in relation to a Project that will remain on-going (subject to contractual obligations) or the completion of project activities,
- (b) the return of any Company equipment made available to the Withdrawing Party, and/or
- (c) the continued provision of facilities in connection with a Project that will remain on-going (but not in such manner as to cause the Withdrawing Member financial loss)

save that, no condition requiring positive action or the continued provision of facilities on the part of the Withdrawing Member can require the Withdrawing Member to take any action or provide any facilities more than six calendar months after the Withdrawing Party ceases to be a Party to this Agreement

6 11 2 By a unanimous decision of all other Members, the Company may expel any Member without his/her consent by giving him/her written notice if, in the reasonable opinion of the other Members

- (a) s/he is guilty of conduct which is reasonably considered to have had, or is likely to have, a Material Adverse Effect on the Company or bring the Company or any or all of the Members and Directors into disrepute, or
- (b) s/he has acted in a manner which is reasonably considered to be contrary to the interests of the Company as a whole, or
- (c) s/he has failed to observe the terms of these Articles, or
- (d) s/he is no longer a party to the Collaboration Agreement

Following such expulsion, the Member shall be removed from the Register of Members

7 CALLING GENERAL MEETINGS

7 1 The Directors may call a general meeting at any time, and on a requisition of members, pursuant to section 304 of the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting

7 2 One or more Members satisfying the requirements under section 303 of the Act may require the Directors to call a general meeting in accordance with section 304 of the Act and the notice provisions in Article 7 4

7 3 The Directors shall convene a general meeting at least once within a calendar year of the Company's incorporation, and every year thereafter, which shall be called specifically, but not necessarily exclusively, for the purpose of reviewing the Company's activities and governance

7 4 Notice

7 4 1 A general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one days' notice. All other general meetings shall be called by at least fourteen Clear Days notice, subject to Article 7 4 2

7 4 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, such Members being a majority who together represent not less than 90 percent of the total voting rights of the Members

7 4 3 The notice must

- (a) specify the date, time and place of the meeting and the general nature of the business to be transacted,
- (b) contain a statement setting out the right of Members to appoint a proxy under section 324 of the Act and Article 9, and
- (c) be given to all the Members and Directors and auditors

7 4 4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company, provided that all Members were given such notice

8 PROCEEDINGS AT GENERAL MEETINGS

8 1 Quorum

8 1 1 No business shall be transacted at any general meeting unless a quorum is present

8 1 2 A Member, or any authorised representative of a Member organisation, shall be counted in the quorum

8 1 3 A quorum shall comprise all Category A Members or their proxies

8 1 4 If a quorum

- (a) is not present within one hour from the time appointed for the meeting, or
- (b) ceases to be present during a general meeting

the meeting shall be adjourned and reconvened in accordance with Article 8 1 5

8 1 5 The Directors must reconvene any meeting adjourned in accordance with Article 8 1 4 giving at least seven Clear Days' notice of the reconvened meeting, stating the date, time and place in the notice

8 1 6 If no quorum is present at the reconvened meeting within thirty minutes of the time specified for the start of the reconvened meeting pursuant to Article 8 1 5, the Members present in person or by proxy at that time shall constitute the quorum for that meeting

8 2 Chair

8 2 1 General meetings shall be chaired by the Chairman

8 2 2 If there is no chair of a general meeting pursuant to Article 8 2 1 or he is not present within thirty minutes of the time appointed for the meeting, a Director nominated by the Directors at that meeting shall chair the meeting

8 2 3 If there is only one Director present and willing to act as chair pursuant to Article 8 2 2, he shall chair the meeting

8 2 4 If no Director is present and willing to chair the general meeting, pursuant to Articles 8 2 1 to 8 2 3, within thirty minutes after the time appointed for holding that general meeting,

the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting

- 8 2 5 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution pursuant to Article 8 4 1

8 3 Voting

- 8 3 1 Any vote at a general meeting shall be decided by a show of hands with each Member having one vote
- 8 3 2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final
- 8 3 3 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

8 4 Adjourning Meetings

- 8 4 1 The Members present in person or by proxy at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned
- 8 4 2 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 8 4 3 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting

9 PROXIES

- 9 1 Any Member of the Company may nominate any person to act as its representative at any meeting of the Company by delivering, in accordance with Article 9 4, to the Company the requisite notice pursuant to Article 9 3

- 9 2 A signed written notice (see Article 9 3) given to the Company by or on behalf of the appointer member will be conclusive evidence that the representative is entitled to represent the Member or that his or her authority has been revoked. The Company shall consider this written evidence as conclusive that the representative has been properly appointed by the Member

9 3 Notices

- 9 3 1 Proxies may only validly be appointed to partake in a general meeting by a notice in writing (a "proxy notice") which
- (a) states the name and Address of the Member appointing the proxy,
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which it relates

- 9 3 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 9 3 3 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
- 9 3 4 Unless a proxy notice indicates otherwise, it must be treated as
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any resolutions put to the general meeting, and
 - (b) 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

9 4 Delivery

- 9 4 1 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 Company by or on behalf of that person
- 9 4 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 9 4 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned meeting to which it relates
- 9 4 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf

10 WRITTEN RESOLUTIONS OF MEMBERS

- 10 1 A resolution in writing must be signed by all Members of the Company who have the right to vote at a general meeting (no matter whether the resolution to be passed is an Ordinary Resolution or Special Resolution) and shall be effective provided that
 - 10 1 1 a copy of the proposed resolution has been sent to every eligible Member, and
 - 10 1 2 it is contained in an authenticated Document which has been received at the Address specified in the resolution within the period of 28 days beginning with the circulation date
- 10 2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement
- 10 3 In the case of a Member that is an organisation, its authorised representative may signify its agreement

11 DIRECTORS

- 11 1 Each Director of the Company must be a natural person aged at least 18 years
- 11 2 There will be a maximum of 10 Directors of the Company and not less than four at any time
- 11 3 Each of the Directors must be appointed in accordance with Article 13 and shall be regarded as a Director of the Board, the operation of which is set out in Article 17
- 11 4 Notwithstanding Article 11 2

11 4 1 in the event that the total number of Directors is less than four, or the requirements of Article 17 2 1 as to quorum cannot be fulfilled, the remaining Directors must not take any decision other than a decision

(a) to appoint further Directors, or

(b) to appoint a Chief Executive Officer, or

(c) to call a general meeting so as to enable the Members to appoint further Directors

12 POWER OF DIRECTORS

12 1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the memorandum and the Articles, the Collaboration Agreement, the Grant Funding Agreement or any Special Resolution

12 2 No alteration of the Articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Directors

12 3 Any meeting of the Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors

12 4 A Director may not appoint an alternate Director or anyone else to act on his behalf at meetings of the Board

12 5 The Directors 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, including authority for the agent to delegate all or any of his/her powers

12 6 The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing Director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying

13 APPOINTMENT OF DIRECTORS

13 1 Subject to Article 6 10 2, and other than the appointment of the BIS Representative pursuant to Article 13 3, the Board shall, by board resolution, appoint a person to be a Director subject to

13 1 1 evidence of that person's willingness to act as a Director

13 1 2 before voting to decide on the applicant(s), ensure that each applicant being considered would not be disqualified from acting under the provisions of Article 15,

13 1 3 ensuring that the appointment maintains or provides an overall balance of industry representation, independence and expertise of the Board and complies with the composition of the Board as set out in Articles 16 11

13 2 The Board shall appoint the Chairman and Chief Executive Officer in accordance with Article 13 1

13 3 The Department of Business, Innovation and Skills ("BIS") may appoint the BIS Representative by notice in writing to the Company

13 4 The BIS Representative may at any time be removed from office by BIS in accordance with Article 13 6

13 5 If the BIS Representative dies or is removed from or vacates office for any reason, BIS shall appoint in his place another person to be the BIS Representative

13 6 Any appointment or removal of a BIS Representative pursuant to this Article 13 must be in writing and signed by or on behalf of BIS and served on the Company at its registered office, marked for the attention of the Secretary, or delivered to a duly constituted meeting of the Board Any such appointment or removal takes effect as at the time of such lodgement or delivery or at such later time as may be specified in such notice

14 RETIREMENT OF DIRECTORS

14 1 A non-executive Director shall retire from office at the general meeting held in the fourth year following the year of his/her first appointment as a non-executive Director, except in the case of any first non-executive Directors whose appointment is stated for a period of less than four years, where any such first non-executive Director shall retire from office at the general meeting held in the year at which his/her term of office as stated expires

14 2 A retiring non-executive Director to whom Article 14 1 applies shall be eligible to continue in office for a further four year period provided that a non-executive Director shall not hold office for more than two four year periods A re-elected non-executive Director shall retire from office at the general meeting held in the fourth year following the year of such re-election Having so retired as a Director, unless that individual so retiring is elected chairman in terms of Article 14 7 he/she shall vacate office both as a Director and as a member of the Company and shall not be eligible to be elected again as a Director of the Company

14 3 A non-executive Director may sit on the Board for a period of eight years at most

14 4 Any Director resigning pursuant to Article 14 2 shall have their place as Director filled by such person as appointed in accordance with Article 13

14 5 If the obligation upon the Directors in Article 14 1 would result in there being fewer than the minimum permitted number of Directors pursuant to Article 11 2, then the Directors to retire from office shall, unless otherwise agreed amongst themselves, be determined by lot and those Directors who do not retire shall retire at the next Board scheduled in accordance with Article 14 1, subject to the Articles

14 6 If a Director is required to retire at a general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting An Executive Director shall vacate office as a Director and member of the Company

14 6 1 at the conclusion for whatever reason of his/her employment with the Company, or

14 6 2 on his/her appointment being recalled by the Directors in terms of Article 6 9 1 2 thereof,
or

14 6 3 if any of the provisions of article 14 2 apply

14 7 The Chairman shall be elected by the Directors of the Company The Chairman shall retire from office at the general meeting held in the fourth year following the year of his first appointment as Chairman

14 8 A retiring Chairman shall be eligible to continue in office for a further four year period, provided that the Chairman shall not hold office for more than two consecutive four year periods A re-elected Chairman shall retire from office at the general meeting held in the fourth year following the year of such re-election On retiring, a Chairman shall not be entitled to be re-elected as chairman or as a Director or as a Director and shall vacate office both as Director and as a member of the Company

14 9 Without prejudice to Articles 11 or 15, the Company may by ordinary resolution of which notice has been give remove any Directors before expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director Such

removal shall be without prejudice to any claims such Director may have for breach of any contract of services between him/her and the Company

- 14 10 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 14 9 Such appointment if a non-executive Director, shall be treated as being his/her first appointment

15 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15 1 A Director shall cease to hold office as soon as

- 15 1 1 That person ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director,
- 15 1 2 a bankruptcy order is made against that person,
- 15 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 15 1 4 that person becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,
- 15 1 5 that person resigns as a Director by notice to the Company (but only if at least one Director will remain in office when the notice of resignation is to take effect),
- 15 1 6 that person is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that the office be vacated, or
- 15 1 7 that person is either the Chief Executive Officer or the Chairman and either (i) the Member to whom they are a Member Director has their Membership terminated in accordance with Article 8 or (ii) they are no longer a part of the Executive Management Team

16 BOARD COMPOSITION

- 16 1 During the Centre Establishment Phase the Interim Governance Board shall comprise of the CEO of Fera Science Limited as interim Chair, industry executive representatives Steve Tones (AHDB) and Charlie Whitmarsh (Frontier), Fera Director of Science, and the bid lead Katrina Hayter, and those persons appointed by them at any time prior to the formation of the Board as described in Article 16 2, shall serve as non-executive Directors of the Company This Interim Governance Board shall be responsible for recruiting the Chief Executive Officer and other key officials on the Interim Management Team

- 16 2 The Board shall, upon expiry of the Centre Establishment Phase, comprise the following Directors,

- 16 2 1 a maximum of 2 Directors nominated by Category A Members in accordance with article 16 3
- 16 2 2 any member of the Executive Management Team appointed as a director by the Board in accordance with Article 13, and
- 16 2 3 a majority of non-executive Directors with a minimum of three, whilst the Grant Funding Agreement is still in place one of the non-executive Directors shall always be a BIS Representative

- 16 3 The Member Directors shall be made up of the following

- 16 3 1 One Member Director shall always be a representative nominated by Fera Science Limited for so long as it is a member of the Company,

- 16 3 2 On adoption of these articles, the other Member Director shall be a representative nominated by Frontier who shall retire from office at the first AGM following their appointment
- 16 3 3 Each Category A Member (other than Fera Science Limited) shall be entitled to nominate a representative to be appointed as a Member Director who they wish to be considered for appointment as a Member Director at an annual general meeting shall lodge with the Company a written notice of the representative nominated by them, signed by the Category A Member, at least seven days before the date of the annual general meeting
- 16 3 4 Each Member Director (other than the Director who is the representative nominated by Fera Science Limited) shall retire from office as Member Director at the first annual general meeting following his appointment and they shall be eligible for reappointment at the first annual general meeting or other available opportunity following his appointment. If the Members, at the meeting at which a Member Director retires under this Article, does not fill the vacancy the retiring Member Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost
- 16 3 5 A Member Director retiring at a meeting who is not reappointed shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting or of any adjournment thereof
- 16 3 6 No person other than a Member Director retiring at the meeting shall be appointed or reappointed a Member Director at any general meeting unless not less than seven nor more than 14 clear days before the date appointed for the meeting, notice executed by a Category A Member qualified to vote at the meeting has been given to the Company of his intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person confirming his willingness to be appointed or reappointed
- 16 4 A meeting of the Board must be held at least four times in any calendar year, and no more than approximately four calendar months shall lapse between each meeting
- 16 5 The Directors may regulate the proceedings of the Board as they deem fit, subject to the provisions of the Articles
- 17 PROCEEDINGS OF THE BOARD**
- 17 1 Calling Meetings
- 17 1 1 Any Director may call a meeting of the Board, and the Secretary (if any) must call a meeting of the Board if requested to do so by a Director
- 17 1 2 No less than fourteen days' notice must be given to the Directors, but notice need not be given to Directors who waive their entitlement to notice not more than seven days after the date on which the meeting was held, waivers given after the meeting has been held does not affect the validity of the meeting or any business conducted by it
- 17 1 3 Where possible, relevant Documents should be sent to those persons entitled to attend the Board meeting at least five Business Days prior to such meeting
- 17 1 4 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board
- 17 2 Quorum

- 17 2 1 The quorum shall operate in accordance with Article 8 1, and shall at all times have in attendance at any vote of the Board
- (a) the Chief Executive Officer,
 - (b) at least one Member Director, and
 - (c) a minimum of two non-executive Directors but always a greater number of non-executive Directors to Member Directors
- 17 2 2 A meeting of the Board may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants, and each participant shall be eligible to count in the quorum
- 17 2 3 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote
- 17 2 4 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting
- 17 3 Chairman
- 17 3 1 The Chair shall chair meetings of the Board unless such person is not present, in which case the Directors shall nominate a Director to chair such a meeting
- 17 3 2 If no one has been appointed to chair meetings of the Board or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their numbers to chair that meeting
- 17 3 3 The Chair shall be appointed and shall conduct himself/herself otherwise in accordance with Article 8 2
- 17 4 Voting
- 17 4 1 Questions arising at a meeting of the Board shall be decided by a majority of votes with each Director having one vote, subject to anything to the contrary contained in the Articles
- 17 4 2 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote
- 17 5 The Chairman may invite such persons as they deem prudent to attend a meeting of the Board and such persons may be invited to speak by the Directors, but shall have no right to vote
- 18 **RESOLUTIONS**
- 18 1 A resolution in writing or in Electronic Form agreed by all of the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held
- 18 2 The resolution in writing may comprise several Documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement
- 19 **DELEGATION**
- 19 1 The Board may delegate any of their powers or functions to a committee of one or more non-executive Directors, unless otherwise specified in the Articles, but the terms of any delegation must be recorded in the Company's minute book

- 19 2 The Board may impose conditions when delegating, including the conditions that
- 19 2 1 the relevant powers are to be exercised exclusively by the committee to whom they delegate, and
- 19 2 2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Board
- 19 3 The Board may revoke or alter a delegation at any time by giving written notice to the committee
- 19 4 All acts and proceedings of any committees must be fully and promptly reported to the Board
- 19 5 To the extent not already established, the Management Team shall be formed in accordance with Article 20

20 INTERIM MANAGEMENT TEAM

- 20 1 Pursuant to the power granted to the Directors by Articles 12 6 and 19 and acting upon the recommendation of the Chief Executive Officer, the Board shall, to the extent that it is not already formed, form an Interim Management Team which shall operate in accordance with these Articles or otherwise as resolved by the Board from time to time
- 20 2 The Interim Management Team shall comprise of the following, who may be appointed to such positions from time to time
- 20 2 1 the Chief Executive Officer,
- 20 2 2 any executive Director, and
- 20 2 3 any other person who has a senior position within the Company, as determined by the Chief Executive Officer
- 20 3 The Interim Management Team will operate in accordance with those corporate governance guidelines, policies and delegated authority levels that shall be approved by the Board as amended from time to time

21 DECLARATION OF INTERESTS AND TRANSACTIONS WITH DIRECTORS

- 21 1 A Director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared
- 21 2 An Officer shall keep a register of the Directors' interests, which shall be updated periodically and be publically available

22 CONFLICTS OF INTEREST

22 1 Power to Authorise Conflicts

- 22 1 1 The Directors may, in accordance with the requirements set out in this Article 22, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest
- 22 1 2 Any authorisation under this Article 22 shall be effective only if
- (a) the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles, or in such other manner as the Directors may determine,

- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

22 2 Conditions of Authorisation

22 2 1 Any authorisation of a Conflict under this Article 22 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director shall or shall not be an eligible to vote in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters

22 2 2 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict

22 2 3 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation

22 2 4 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

22 3 Powers of Conflicted Directors

22 3 1 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act, and subject to Article 22 2 2, provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be an eligible to count within the quorum for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

22 4 Challenging Conflicts

- 22 4 1 Subject to Article 22 4 2, if a question arises at a meeting of the Board or of a committee of Directors as to the right of a Director to participate in the meeting, or part of the meeting, for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive
- 22 4 2 If any question as to the right to participate in the meeting, or part of the meeting, should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting, or that part of the meeting, for voting or quorum purposes

22 5 Executive Management Team Conflicts

The Company will procure that the provisions of this Article 22 will apply to the Executive Management Team with suitable modifications as if the Executive Management Team were directors of the Company

23 VALIDITY OF DIRECTORS' DECISIONS

- 23 1 Subject to Article 23 2, all acts done by the Board, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director
 - 23 1 1 who was disqualified from holding office,
 - 23 1 2 who had previously retired or who had been obliged by the constitution to vacate office,
 - 23 1 3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if without

- 23 1 4 the vote of that Director, and
- 23 1 5 the Director being counted in the quorum,
- the decision has been made by a majority of the Directors at a quorate meeting
- 23 2 Article 23 1 does not permit a Director or a connected person to keep any benefit that may be conferred upon him by a resolution of the Board or of a committee of Directors if
- 23 2 1 the Director has not complied with Article 22, or
- 23 2 2 but for Article 23 1, the resolution would have been void
- 24 **SEAL**
- 24 1 The Company does not have a Company seal
- 25 **STRATEGIC PANEL**
- 25 1 Interim Strategic Panel
- 25 1 1 During the Centre Establishment Phase, the Company shall establish an interim strategic panel, comprising a TSB Representative and any representatives from the Original Members as agreed mutually between themselves (the "**Interim Strategic Panel**") Those Members of the Interim Strategic Panel may be appointed Members of the eventual Strategic Panel
- 25 2 Formation and responsibilities of the Strategic Panel
- 25 2 1 The Company shall establish a Strategic Panel comprising the Chief Executive Officer, Members and the Original Consortium Partners ('Strategic Panel Members') The Strategic Panel shall be chaired by a Director and shall at all times comprise a TSB Representative
- 25 2 2 The Strategic Panel is responsible for advising the Board of the strategic direction of the Company including but not limited to the anticipated impact of any changes in policies, appointments, financial matters, procedures or other matters deemed necessary by the Board to further the objects of the Company To enable the Strategic Panel to carry out their role the Board will refer any matter deemed by the Board to be of strategic importance to the Strategic Panel for review
- 25 2 3 The Strategic Panel will meet quarterly to receive suggestions or proposals, in writing, from the Board, assess the impact of such proposals on Crop Health and Protection, and advise the Board on whether to pursue or reject such suggestions or proposals
- 25 2 4 The Strategic Panel shall appoint the Advisory Panel and Horizon Scanning Unit to provide market intelligence for Crop Health and Protection and shall submit proposals on strategic direction to the Board
- 25 2 5 The Board shall not be bound by any recommendation submitted by the Strategic Panel, however the Board shall, to the greatest extent possible, take into account such recommendations
- 25 3 Minutes
- 25 3 1 The Strategic Panel shall cause minutes to be made
- (a) of the names of the members present at each Strategic Panel meeting, and

- (b) of all proposals received and recommendations made by the Strategic Panel to the Board

25 4 Appointments to the Strategic Panel

- 25 4 1 Strategic Panel Members will be appointed to the Strategic Panel by the Board in their sole and absolute discretion, who will take into account the experience and skills of any Stakeholder Member that wishes to serve on the Board, save for a TSB Representative and Original Consortium Party Representatives who shall be nominated by each of their respective organisations and appointed to the Strategic Panel automatically
- 25 4 2 Subject to 25 13 6, Members shall be Strategic Panel Members until such time as they withdraw or are expelled under Articles 6 Original Consortium Parties shall remain members until such time as they withdraw or are expelled from the Collaboration Agreement The Strategic Panel Member from the Technology Strategy Board shall remain in office for the term of the Grant Funding Agreement only
- 25 4 3 Where a party identified as a Phase Two Original Consortium Member fails to sign the Collaboration Agreement within the time limit specified, their membership of the Strategic Panel shall cease

25 5 Proceedings of the Strategic Panel

- 25 5 1 The Strategic Panel shall meet together at least quarterly
- 25 5 2 Motions before an Strategic Panel meeting shall be decided by a majority of 75% votes of Strategic Panel Members present
- 25 5 3 Except as otherwise provided for by these Articles and the Collaboration Agreement, the Strategic Panel shall govern its own proceedings and shall prescribe its own quorum
- 25 5 4 Pursuant to Articles 25 1 to 25 5, the Company shall
 - (a) provide the Strategic Panel with notice of all Members' meetings, together with copies of any published Documents or other information at the same time they are issued to the Members, and all written resolutions circulated to the Members, save that the Company shall not be obliged to share commercially sensitive information with the Strategic Panel, and
 - (b) provide the Strategic Panel with notice of all Directors' meetings, together with copies of any published Documents or other information at the same time they are issued to the Directors, and all written resolutions circulated to the Directors, save that the Company shall not be obliged to share commercially sensitive information with the Strategic Panel

26 **MINUTES**

26 1 The Directors must keep minutes of all

- 26 1 1 appointments of Officers made by the Directors,
- 26 1 2 proceedings at general meetings of the Company,
- 26 1 3 meetings of the Board and committees of Directors including
 - (a) the names of the Directors present at the meeting,
 - (b) the decisions made at the meetings, and
 - (c) where appropriate the reasons for the decisions

27 **ACCOUNTS**

27 1 The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

27 2 The Directors must keep accounting records as required by the Companies Acts.

28 **MEANS OF COMMUNICATION**

28 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

28 2 Any notice to be given to or by any person pursuant to the Articles

28 2 1 must be in writing, or

28 2 2 must be given in Electronic Form

28 3 The Company may give any notice to a Member either,

28 3 1 personally, or

28 3 2 by sending it by post in a prepaid envelope addressed to the Member at his or her Address, or

28 3 3 by leaving it at the Address of the Member, or

28 3 4 by giving it in Electronic Form to the Member's Address, or

28 3 5 by placing the notice on a website and providing the Member with a notification in writing or in Electronic Form of the presence of the notice on the website. The notification must state that it concerns a notice of a Company meeting and must specify the place, date and time of the meeting where applicable.

28 4 A Member who does not register an Address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

28 5 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

28 6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

28 7 Proof that an Electronic Form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act.

28 8 In accordance with section 1147 of the Act, notice shall be deemed to be given

28 8 1 48 hours after the envelope containing it was posted, or

28 8 2 in the case of an Electronic Form of communication, 48 hours after it was sent.

29 INDEMNITY

29 1 Subject to Article 29 2, but without prejudice to any indemnity to which a relevant Director is otherwise entitled

29 1 1 each relevant Director shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant Director in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant Director, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs, and

29 1 2 the Company may provide any relevant Director with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 29 1 1 and otherwise may take any action to enable any such relevant Director to avoid incurring such expenditure

29 2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

29 3 In this Article 29, a "relevant Director" means any Director or former Director or employee or former employee of the Management Team of the Company

29 4 The Company may indemnify an auditor against any liability incurred by him or it

29 4 1 in defending proceedings (whether civil or criminal) in which judgment is given in his or its favour or he or it is acquitted, or

29 4 2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court

29 5 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss in this Article 29, where

29 5 1 "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that relevant Director's duties or powers in relation to the Company

30 CHANGES TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

30 1 Any alteration to the Memorandum and/or these Articles may be made only upon the unanimous decision of Category A Members at a general meeting called specifically, but not necessarily exclusively, for this purpose, in accordance with Article 17