

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 12376303

The Registrar of Companies for England and Wales, hereby certifies that

### **ASSOCIATION FOR THE UNDERSTANDING OF ARTIFICIAL INTELLIGENCE**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **23rd December 2019**



\* N12376303C \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **23/12/2019**

X8KXBPM1

*Company Name in full:*

**ASSOCIATION FOR THE UNDERSTANDING OF ARTIFICIAL INTELLIGENCE**

*I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response*

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives*

*Company Type:*

**Private company limited by guarantee**

*Situation of*

**England and Wales**

*Registered Office:*

*Proposed Registered Office Address:*

**BRISTOL ROBOTICS LABORATORY HARDWARE  
INCUBATOR T - BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
UNITED KINGDOM BS16 1QY**

*Sic Codes:*

**85590**

## ***Proposed Officers***

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### ***Company Director      1***

**Type:** **Person**  
**Full Forename(s):** **PROF MICHELA**  
**Surname:** **MILANO**  
**Service Address:** **recorded as Company's registered office**  
**Country/State Usually Resident:** **ITALY**  
  
**Date of Birth:** **\*\*/02/1970** **Nationality:** **ITALIAN**  
**Occupation:** **PROFESSOR**

*The subscribers confirm that the person named has consented to act as a director.*

### ***Company Director      2***

**Type:** **Person**  
**Full Forename(s):** **PROF MICHAEL**  
**Surname:** **LITTMAN**  
**Service Address:** **recorded as Company's registered office**  
**Country/State Usually Resident:** **UNITED STATES**  
  
**Date of Birth:** **\*\*/08/1966** **Nationality:** **AMERICAN**  
**Occupation:** **PROFESSOR**

*The subscribers confirm that the person named has consented to act as a director.*

Type:	Person
Full Forename(s):	DR SABINE
Surname:	HAUERT
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

*The subscribers confirm that the person named has consented to act as a director.*

Type:	Person
Full Forename(s):	DR OSKAR JOHANN GOTTHARD
Surname:	VON STRYK
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	GERMANY

*The subscribers confirm that the person named has consented to act as a director.*

***Company Director*** 5

**Type:** Person

**Full Forename(s):** PROF STEPHEN JOSÉ

**Surname:** HANSON

**Service Address:** recorded as Company's registered office

**Country/State Usually Resident:** **UNITED STATES**

**Date of Birth:** \*\*/09/1952      **Nationality:** AMERICAN

**Occupation:** PROFESSOR

*The subscribers confirm that the person named has consented to act as a director.*

**Company Director** 6

**Type:** Person

**Full Forename(s):** **PROF THOMAS GLEN**

**Surname:** DIETTERICH

**Service Address:** recorded as Company's registered office

**Country/State Usually Resident:** **UNITED STATES**

*Date of Birth:* **\*\*/11/1954** *Nationality:* **AMERICAN**

**Occupation:** PROFESSOR

*The subscribers confirm that the person named has consented to act as a director.*

## ***Company Director***      **7**

***Type:***                      **Person**

***Full Forename(s):***        **PROF CARLES**

***Surname:***                **SIERRA**

***Service Address:***        **recorded as Company's registered office**

***Country/State Usually  
Resident:***                **SPAIN**

***Date of Birth:***    **\*\*/10/1963**                      ***Nationality:***    **SPANISH**

***Occupation:***    **RESEARCHER**

***The subscribers confirm that the person named has consented to act as a director.***

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

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## ***Statement of Guarantee***

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **MICHELA MILANO**

*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**

*Name:* **MICHAEL LITTMAN**

*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**

*Name:* **SABINE HAUERT**

*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**

*Name:* **OSKAR JOHANN GOTTHARD VON STRYK**

*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**

*Name:* **STEPHEN JOSÉ HANSON**



*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**  
*Name:* **THOMAS GLEN DIETTERICH**

*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**  
*Name:* **CARLES SIERRA**

*Address* **BRISTOL ROBOTICS LABORATORY HARDWARE INCUBATOR T -  
BLOCK  
UNIVERSITY OF THE WEST OF ENGLAND  
BRISTOL  
BS16 1QY**

*Amount Guaranteed* **GBP1**

## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

<i>Name:</i>	<b>MICHELA MILANO</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>MICHAEL LITTMAN</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>SABINE HAUERT</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>OSKAR JOHANN GOTTHARD VON STRYK</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>STEPHEN JOSÉ HANSON</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>THOMAS GLEN DIETTERICH</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>CARLES SIERRA</b>
<i>Authenticated</i>	<b>YES</b>

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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## COMPANY NOT HAVING A SHARE CAPITAL

### Memorandum of Association of

#### ASSOCIATION FOR THE UNDERSTANDING OF ARTIFICIAL INTELLIGENCE

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Prof THOMAS GLEN DIETTERICH	Prof THOMAS GLEN DIETTERICH
Prof CARLES SIERRA	Prof CARLES SIERRA
Dr OSKAR JOHANN GOTTHARD VON STRYK	Dr OSKAR JOHANN GOTTHARD VON STRYK
Prof MICHAEL LITTMAN	Prof MICHAEL LITTMAN
Prof MICHELA MILANO	Prof MICHELA MILANO
Dr SABINE HAUERT	Dr SABINE HAUERT
Prof STEPHEN JOSÉ HANSON	Prof STEPHEN JOSÉ HANSON

Dated 23/12/2019



**The Companies Act 2006**  
**Company Limited by Guarantee**  
**and not having a Share Capital**

**Articles of Association**  
**of**  
**ASSOCIATION FOR THE UNDERSTANDING OF**  
**ARTIFICIAL INTELLIGENCE**

# THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

## ARTICLES OF ASSOCIATION

OF

### ASSOCIATION FOR THE UNDERSTANDING OF ARTIFICIAL INTELLIGENCE

#### 1 NAME

- 1.1 The name of the company is ASSOCIATION FOR THE UNDERSTANDING OF ARTIFICIAL INTELLIGENCE (the “**Charity**”).

#### 2 REGISTERED OFFICE

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

#### 3 OBJECTS

- 3.1 The objects of the Charity (the “**Objects**”) are:

3.1.1 to advance the education of the public in the field of artificial intelligence, in particular but without limitation in the science, applications and ethics of artificial intelligence, and by the free dissemination of authoritative, high quality research and useful, accessible information about such research; and

3.1.2 to promote (for the benefit of the community) the knowledge and understanding of the public of, and to stimulate the interest of the public in, the applications of artificial intelligence.

- 3.2 This Article 3 may be amended by special resolution but, once the Charity is registered as a charity, only with the prior written consent of the Commission.

#### 4 POWERS

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

- 4.1 to carry out research and to publish and distribute the useful results;
- 4.2 to provide, publish or distribute information in any media, including internet media;
- 4.3 to publicise the work of the Charity in such manner as may be thought expedient;
- 4.4 to co-operate with other bodies and to exchange information and advice with them;
- 4.5 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;
- 4.6 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.7 to accept gifts and to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.8 to receive and administer bequests and donations;

- 4.9 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
  - 4.9.1 ancillary to the transaction;
  - 4.9.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
  - 4.9.3 not a purely speculative transaction;
- 4.10 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.11 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.12 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.13 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.14 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.15 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.15.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.15.2 timely reports of all transactions are provided to the Trustees;
  - 4.15.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.15.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 4.15.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.17 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.19 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.20 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.21 to enter into contracts to provide services to or on behalf of other bodies;

- 4.22 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.23 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and
- 4.24 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

## **5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees.
- 5.2 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.
- 5.3 Subject to compliance with Article 5.6, Members, Trustees and Connected Persons:
  - 5.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
  - 5.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
  - 5.3.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
  - 5.3.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 5.4.1 as mentioned in Articles 4.19, 5.3 or 5.5;
  - 5.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 5.4.3 an indemnity pursuant to Article 16 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 5.4.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
  - 5.4.5 in exceptional cases, other payments or benefits but only with:
    - (a) the written consent of the Commission in advance where required under the Charities Act; and
    - (b) the approval or affirmation of the Members where required under the Act.
- 5.5 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.4.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
  - 5.5.1 the contract is in writing and states the maximum to be paid by the Charity;
  - 5.5.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - 5.5.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;



- 5.5.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
- 5.5.5 the Trustee has complied with the procedure set out in Article 5.6.
- 5.6 Subject to Article 5.7, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
  - 5.6.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
  - 5.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 5.6.3 not be counted in the quorum for that part of the meeting; and
  - 5.6.4 be absent during the vote and have no vote on the matter.
- 5.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
  - 5.7.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
  - 5.7.2 to disclose information confidential to the Charity to a third party; or
  - 5.7.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.8 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.6 and then withholds such confidential information from the Charity.
- 5.9 For any transaction or arrangement authorised under Articles 5.3, 5.4 or 5.5 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.6 have been followed.
- 5.10 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

## **6 MEMBERSHIP**

- 6.1 The Charity must maintain a register of the names and address of the Members.
- 6.2 The first Members of the Charity shall be the subscribers to the Memorandum.
- 6.3 Subsequent Members of the Charity shall be the Trustees.
- 6.4 Membership is terminated if the Member concerned:
  - 6.4.1 ceases to be a Trustee; or
  - 6.4.2 dies.
- 6.5 Membership of the Charity is not transferable.

6.6 There shall be two classes of supporters who are not Members (but who may nevertheless be termed “members”), as follows:

6.6.1 Tier one members who contribute a support fee equivalent to \$20,000 US Dollars per year (or such other amount as the Trustees may from time to time determine) and who shall each have the right to appoint up to two Trustees (or such other number as the Trustees may from time to time decide subject to the maximum number of Trustees at Article 10.9) and such other rights as are determined by the Trustees from time to time; and

6.6.2 Tier two members who contribute a support fee equivalent to \$5,000 US Dollars per year (or such other amount as the Trustees may from time to time determine) and who shall each have the right to appoint one Trustee and such other rights as are determined by the Trustees from time to time.

6.7 The Trustees may from time to time establish different classes of membership and recognise other classes of supporters who are not Members (but who may nevertheless be termed “members”) and set out their respective rights and obligations (including as to the payment of a minimum rate of donation or support fee).

## **7 LIABILITY OF MEMBERS AND GUARANTEE**

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member for:

7.1.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;

7.1.2 payment of the costs, charges and expenses of winding up the Charity; and

7.1.3 the adjustment of rights of contributors among themselves.

## **8 GENERAL MEETINGS OF MEMBERS**

8.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.

8.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

8.3 No business shall be transacted at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least four or fifty percent of the total Membership, whichever is the greater.

8.4 A Member is entitled to appoint another person as his or her proxy, in accordance with the Act, to exercise all or any of his or her rights to attend and to speak and vote at a meeting of the Charity.

8.5 The Chairperson shall chair general meetings of the Charity or, if they are absent, the vice-chair of Trustees shall act as chair. If neither the Chairperson nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

8.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

8.7 On a show of hands or on a poll, every Member shall have one vote.

8.8 Any objection to the qualification of any voter must be raised 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 such objection must be referred to the chair of the meeting whose decision is final.

- 8.9 Unless a poll is demanded, the declaration of the Chairperson of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

## 9 WRITTEN RESOLUTIONS

Subject to the provisions of the Act:

- 9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- 9.5.1 by the Member's signature if the document is in Hard Copy Form; or
  - 9.5.2 by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- 9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

## 10 THE TRUSTEES

- 10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 10.2 The first Trustees shall be the subscribers to the Memorandum. Subsequent Trustees shall be appointed as subsequently laid out in these Articles. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 10.8.
- 10.3 The Trustees of the Charity shall consist of:
- 10.3.1 up to twenty Trustees to be appointed by supporter members in accordance with Article 6.6 (the "**Appointed Trustees**"); and
  - 10.3.2 up to two Trustees appointed by the Appointed Trustees (the "**Executive Trustees**" of the Charity).
- 10.4 The supporter members with appointment rights under Article 6.6 may appoint a Trustee at a meeting of the organisation by resolution of its directors or other governing body and must give written notice to the Charity of the name of the Appointed Trustee in accordance with Article 14. An individual so appointed shall serve as a Trustee from the date the Charity receives such written notice until written notice to the contrary is received by the Charity, until their term of office expires in accordance with Article 10.7.1, or until their term of office is terminated pursuant to Article 10.8, whichever is the sooner. An individual appointed as a Trustee by a supporter member in replacement for an Appointed Trustee whose appointment has been

terminated by their appointing organisation or whose term of office is terminated pursuant to Article 10.8 shall serve only until the First Trustee Meeting at which that Appointed Trustee was due to retire and thereafter the terms of Article 10.7 shall apply.

10.5 The first Executive Trustees are as follows:

10.5.1 Sabine Hauert; and

10.5.2 Thomas Dietterich.

10.6 The first Appointed Trustees and the first Executive Trustees shall serve until the conclusion of the First Trustee Meeting immediately following the third anniversary of the Charity's registration as a charity. Thereafter, the provisions of Article 10.7 shall apply.

10.7 Subject to Article 10.6, appointments, retirements and re-appointments of Trustees shall be in accordance with the provisions of this Article.

10.7.1 One-third (or the number nearest one-third) of the Appointed Trustees must retire at each First Trustee Meeting, those longest in office retiring first and the choice between any of equal service being made by drawing lots. If an Appointed Trustee is required to retire at a First Trustee Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.

10.7.2 A retiring Appointed Trustee shall be eligible for re-appointment by their appointing organisation and, if so re-appointed, their term of office will commence upon the conclusion of the meeting at which they were due to retire.

10.7.3 Executive Trustees are appointed by the Appointed Trustees at a First Trustee Meeting for a term of office of three years. A retiring Executive Trustee shall be eligible for re-appointment by the Appointed Trustees and, if so re-appointed, their term of office will commence upon the conclusion of the meeting at which they were due to retire.

10.7.4 No Trustee shall be eligible for re-appointment if the re-appointment would result in them serving as a Trustee for consecutive periods exceeding in aggregate nine years from the date of his or her original appointment and thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement.

10.7.5 In exceptional circumstances only, where the other Trustees consider that it is in the best interests of the Charity, a Trustee may be re-appointed for a term which would mean exceeding the maximum aggregate period of nine years.

10.7.6 In this Article a 'year' means the period between one First Trustee Meeting and the next.

10.8 A Trustee's term of office automatically terminates if:

10.8.1 he or she dies;

10.8.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;

10.8.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;

10.8.4 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;

10.8.5 he or she ceases to be a Member;

10.8.6 he or she resigns by written notice to the Trustees (but only if at least four Trustees will remain in office); or

- 10.8.7 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 10.9 The minimum number of Trustees that the Charity may have shall be five and the maximum shall be twenty two.
- 10.10 If the number of Trustees should drop below five as a result of a failure by any of the supporter members with appointment rights under Article 6.6 to appoint a trustee, the Trustees remaining in office may co-opt as many persons duly qualified to be appointed as Trustees as they consider appropriate to fill the vacancies in their number, but a co-opted Trustee holds office only until the conclusion of the next First Trustee Meeting.
- 10.11 Subject to Article 10.9, the Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee, to serve as an additional Trustee until the conclusion of the next First Trustee Meeting.
- 10.12 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees.
- 10.13 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 10.14 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **11 PROCEEDINGS OF TRUSTEES**

- 11.1 The Trustees must hold at least two meetings each year.
- 11.2 The Chairperson may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 11.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 11.4 A quorum at a meeting of the Trustees is four or fifty percent of the total number of Trustees whichever is the greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.7 save that the Executive Trustees may form a quorum for the purpose of determining the amount or the rate of donation or support fee payable by the classes of supporter members established pursuant to Articles 6.6 and 6.7 where the Appointed Trustees are conflicted.
- 11.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 11.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 11.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.7) is as valid as a resolution passed at a meeting provided that:
- 11.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 11.7.2 all of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

- 11.8 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 11.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 11.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **12 POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 12.1 to appoint (and remove) any person (who may but need not be a Trustee) to act as Secretary to the Charity;
- 12.2 to appoint (and remove) a Chairperson, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 12.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 12.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
  - 12.4.1 impose conditions when delegating, including the conditions that:
    - (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
    - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;
  - 12.4.2 revoke or alter a delegation;
- 12.5 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 12.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 12.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity, provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;
- 12.8 to establish procedures to assist the resolution of disputes within the Charity;
- 12.9 to exercise any powers of the Charity which are not reserved to the Member; and
- 12.10 to change the name of the Charity.

## **13 RECORDS & ACCOUNTS**

- 13.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 13.1.1 annual reports;
  - 13.1.2 annual returns; and
  - 13.1.3 annual statements of account.
- 13.2 The Trustees must keep records of:
- 13.2.1 all proceedings at general meetings;
  - 13.2.2 all proceedings at meetings of the Trustees;
  - 13.2.3 all reports of committees; and
  - 13.2.4 all professional advice obtained.
- 13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

#### **14 MEANS OF COMMUNICATION TO BE USED**

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 14.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 14.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 14.4 The Charity may deliver a Document to a Member either:
- 14.4.1 personally;
  - 14.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
  - 14.4.3 by leaving it at the Address of the Member;
  - 14.4.4 by electronic mail to an address notified by the Member in writing; or
  - 14.4.5 by a website the address of which shall be notified to the Member in writing.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 14.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

- 14.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 14.6.1 forty eight hours after it was posted, if first class post was used; or
  - 14.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 14.6.3 properly addressed; and
  - 14.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 14.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 14.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.9 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 14.10 A Member present in person, or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

## **15 EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

## **16 INDEMNITY**

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 16.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 16.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
  - 16.3.2 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.

## **17 DISSOLUTION**

- 17.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:
- 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - 17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or



- 17.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 17.2 A final report and statement of account must be sent to the Commission.
- 17.3 This Article may not be amended without the prior written consent of the Commission.

## **18 INTERPRETATION**

- 18.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 18.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 18.4 In these Articles:

<b>“Act”</b>	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
<b>“Address”</b>	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 Charity;
<b>“these Articles”</b>	means these articles of association;
<b>“Chairperson”</b>	means the Trustee appointed by the Trustees to act as Chairperson under Article 12.2;
<b>“the Charities Act”</b>	means the Charities Act 2011
<b>“Charity Trustee”</b>	has the meaning prescribed by section 177 of the Charities Act;
<b>“Circulation Date”</b>	has the meaning prescribed by section 290 of the Act;
<b>“Clear Day”</b>	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>“the Commission”</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>“Conflicted Trustee”</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>“Connected Person”</b>	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the

	meaning of the Charities Act;
<b>“document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively prescribed to them in the Act;
<b>“Eligible Member”</b>	has the meaning prescribed by the Companies Act 2006;
<b>“executed”</b>	includes any mode of execution;
<b>“Financial Expert”</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>“firm”</b>	includes Limited Liability Partnership;
<b>“First Trustee Meeting”</b>	means the first Trustee meeting to be held in each financial year of the Charity;
<b>“Hard Copy Form”</b>	has the meaning prescribed by the Companies Act 2006;
<b>“indemnity insurance”</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>“material benefit”</b>	means a benefit, direct or indirect, which may not be financial but has monetary value
<b>“Member” and “Membership”</b>	refer to company membership of the Charity;
<b>“Memorandum”</b>	means the Charity’s memorandum of association;
<b>“month”</b>	means calendar month;
<b>“Objects”</b>	“Objects” means the Objects of the Charity as defined in Article 3;
<b>“Secretary”</b>	means any person appointed to perform the duties of the secretary of the Charity;
<b>“Trustee”</b>	means a director of the Charity and “Trustees” means the directors;
<b>“written” or “in writing”</b>	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, without limitation by, Hard Copy Form, Electronic Means or

**“year”**

otherwise; and

means calendar year.