

**COMPANY NUMBER      1010968**

**THE COMPANIES ACTS 1948 - 1967**

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

**MEMORANDUM & ARTICLES OF ASSOCIATION OF:**

**COMITÉ INTERNATIONAL DES  
TÉLÉCOMMUNICATIONS DE PRESSE**

Incorporated the 13<sup>th</sup> day of May, 1971.



## **THE COMPANIES ACTS 1948 - 1967**

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A Company limited by Guarantee and not having a Share Capital

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### **Articles of Association of Comité International Des Télécommunications De Presse**

Adopted by Special Resolution passed on April 6<sup>th</sup>, 1984

1. The name of the Company (hereinafter called CITP) is  
Comité International des Télécommunications de Presse.
2. The registered office of CITP will be situated in England.
3. The objects for which CITP is established are:-
  - a) To study techniques, research and developments in telecommunications and to consider how they can best be used to improve the flow of news.
  - b) To formulate the telecommunications requirements of the press and to bring them to the notice of telecommunications authorities in order that they may be taken into account in the planning of improvements and extensions to the existing services and the introduction of news services.
  - c) To seek representation on national and international organisations or committees dealing with telecommunications.
  - d) To publish information as to technical progress and developments in the field of telecommunications and of charges in the facilities available to the press.
  - e) To embark upon any other activities which may seem to CITP to be incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of CITP whencesoever derived shall be applied solely towards the promotion of the objects of CITP and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of CITP. PROVIDED THAT nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of CITP or to any member of CITP in return for services actually rendered to CITP.
5. The liability of the members is limited.

6. Every member of CITP undertakes to contribute to the assets of CITP in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of debts and liabilities of CITP. But contributions from each member shall not exceed £1.
7. If by winding up or dissolution of CITP there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be given or transferred to some Institution or Institutions having some charitable object to be determined by the members of CITP at or before the time of dissolution.

**WE** the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

Dr. Wolfgang Weynen General Manager  
Deutsche Presse-Agentur GmbH Mittelweg 38, Hamburg.

A. Noble Managing Editor  
Argus South African Newspapers 85 Fleet Street, London E.C.4

W.S. Newton Group Technical Manager  
Beaverbrook Group Newspapers Ltd. 121 Fleet Street, London E.C.4.

G.C. Bloom General Manager  
The Press Association Ltd., London E.C.4.

L. Sealey Communications Manager  
The Associated Press 50 Rockefeller Plaza, New York,  
N.Y.10020. U.S.A.

T. Pierce-Goulding  
The Commonwealth Press Union 154 Fleet Street, London E.C.4.

C. Watanabe Representative for Europe  
Japan Newspaper & 2 Hibiya Park, Chiyoda-ku, Tokyo  
Publishers Association

O.G. Robinson Secretary  
Comité International des 154 Fleet Street, London E.C.4.  
Télécommunications de Presse

## THE COMPANIES ACT 1985

### COMITÉ INTERNATIONAL DES TÉLÉCOMMUNICATIONS DE PRESSE

A Company limited by Guarantee and not having a Share Capital

## ARTICLES OF ASSOCIATION

Adopted by Special Resolution passed on October 11<sup>th</sup>, 1997  
Amended by Special Resolution passed on May 28<sup>th</sup>, 2004

## INTERPRETATION

1. In these regulations, unless the context otherwise requires:

**Act** means the *Companies Act 1985* including any statutory modifications or re-enactment thereof for the time being in force;

**Articles** means the Articles of Association of CITP;

**Associate Member Organisation** means a member organisation of CIPT which is allocated the associate membership status pursuant to section 5 of the Articles and are organisations that are compatible in their aims with those of Nominating Member Organisations or are otherwise part of the publication, information or information technology sector and as may be further specified in the Operating Procedures;

**Associate Member** means a Delegate appointed by an Associate Member Organisation to represent that Member pursuant to section 6 of the Articles;

**CITP** means Comité International des Télécommunications de Presse;

**Clear days** in relation to a period of notice means that 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;

**Contributory Unit** means a payment standard for the subscription to CITP;

**Delegate** means a person appointed by a Member Organisation and not being a Member;

**IPTC** means International Press Telecommunications Council;

**Member Organisation** is a collective term for a Nominating Member Organisation to CITP or a Associate Member Organisation to CITP;

**Nominating Member Organisation** means a Member Organisation of CIPT which is allocated the nominating membership status pursuant to section 6 of the Articles and is an organisation that conducts business in publishing or information collection, processing and distribution including the associations of such organisations;

**Nominated Member** means a person appointed by a Nominating Member Organisation to represent that Member Organisation in any business related to the membership in CITP and carrying a vote pursuant to section 6 of the Articles;

**Management Committee** means the management committee constituted by the directors pursuant to section 37 of the Articles;

**Member** means the individual person appointed by the Member Organisation as Nominated Member or Associate Member or the Member pursuant to section 6 of the Articles;

**Operating Procedures** means the operating procedures referred to in these Articles pursuant to section 47 of the Articles and may be amended by the Management Committee or a General Meeting from time to time;

and words importing the masculine gender or the singular number shall include the feminine gender and the plural number, as the case may be, and vice versa.

2. Unless expressly included herein, Table C of the Act is hereby excluded.

#### **GENERAL**

3. *CITP is established for the purposes expressed in the Memorandum of Association and as amended in these Articles. CITP shall conduct its activities in accordance with the Articles and the Operating Procedures.*
4. Comité International des Télécommunications de Presse (CITP) is the company name under which CITP is registered.

International Press Telecommunications Council (IPTC) is the trade name under which CITP will conduct its business.

## MEMBERSHIP

5. No organisation shall become a Member Organisation of CITP unless an application is made and the Management Committee in its sole and unfettered discretion gives approval to such applicant as being eligible to become a Member Organisation, either as Nominating Member Organisation or as Associate Member Organisation. Associate Member Organisations may be allocated different classes of membership as set out in the Operating Procedures. In exercising its discretion the Management Committee shall act in accordance with the Memorandum of Association, these Articles and the Operating Procedures of CITP.

6. Applicants found eligible and admitted as Member Organisations shall be required to nominate persons to be Members to CITP. Such Members shall be regarded as representing their Member Organisation to CITP and communication as required pursuant to section 51 of the Articles will be directed to such Members.

Nominating Member Organisations are entitled to appoint one Nominated Member per Contributory Unit to which they shall subscribe to CITP who carries one vote. In addition, Nominating Member Organisations are also entitled to appoint up to two Delegates to CITP. Associate Member Organisations are entitled to appoint one Associate Member.

7. Members and Delegates are entitled to attend working party meetings and committee meetings except meetings of the Management Committee. Nominated Members and Delegates have equal voting rights in working parties but only Nominated Members have voting rights in committees. Associate Members have those voting rights in working parties as allocated to their class of membership in the Operating Procedures.
8. Member Organisations may withdraw the appointment of any of their Nominated Members, Associate Members or Delegates at any time by notice in writing to the Secretary and a Member or Delegate whose appointment is withdrawn shall cease to be a Member or Delegate from the date specified in the notice or the date upon which the notice is received at the office of CITP, whichever is the later. Member Organisations may accompany their notice of withdrawal of appointment of a Member or Delegate by the appointment of another individual in his stead. Alternatively, the Member Organisation may appoint another Member or Delegate at any time thereafter.
9. A Member Organisation may withdraw from CITP giving at least 10 months' notice in writing before the end of the financial year and shall remain liable for its subscription and all other monies owed to CITP in respect of that financial year unless it has already been fully paid. The membership of a Member or Delegate appointed by such Member Organisation shall cease automatically when the withdrawal takes effect.

### GENERAL MEETINGS

10. CITP shall hold a General Meeting in every calendar year as its Annual General Meeting at a time and place to which the majority of its Nominated Members shall agree. Every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
11. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The directors and the Management Committee may, whenever it thinks fit, convene an Extraordinary General Meeting.
12. Every General Meeting shall be called by at least thirty clear days' notice in writing. The notice, which shall be circulated to all Members of CITP, shall specify the place, the day and the hour of the meeting and in the case of special business, the general nature of that business.
13. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person or organisation entitled to receive notice shall not invalidate the proceedings at that meeting.

### PROCEEDINGS AT GENERAL MEETINGS

14. All business transacted at an Extraordinary General Meeting and all business transacted at an Annual General Meeting other than the consideration of the accounts, balance sheets and the reports of the Management Committee and auditors, the election of directors and officers in the place of those retiring and the appointment of and the fixing of the remuneration of the auditors shall be deemed special.
15. No business shall be transacted at any General Meeting unless a quorum of Nominated Members is present at the time when the meeting proceeds to business. A majority of the Nominated Members, either attending in person or represented by proxy, shall constitute a quorum.
16. The Chairman of CITP shall preside as Chairman at every General Meeting. But if there be no Chairman or if he shall not be present within fifteen minutes after the time appointed for the beginning of the meeting, or he shall be unwilling to preside, the Nominated Members present shall choose a Vice Chairman or the Hon. Treasurer of the Management Committee in his place. If no such member of the Management Committee is present or if all these members of the Management Committee present decline to take the Chair, then some other Nominated Member of CITP shall be chosen to preside.
17. The Chairman may, with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for 21 days or more, at least 14 clear days' notice shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.



18. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, except where before or upon the declaration of the show of hands, a poll is demanded by the Chairman or by Nominated Members present or by proxy representing one-tenth of the total voting rights of CITP and a demand by a person as proxy for a Nominated Member shall be the same as a demand by a Nominated Member.
19. Unless a poll is duly demanded, a declaration by the Chairman of the meeting that a resolution has been carried, carried unanimously or by a particular majority or lost by a particular majority shall be conclusive evidence of the adoption or rejection of a resolution without proof of the number or proportion of the votes recorded in favour of or against the resolution.
20. The demand for a poll may, before the poll is taken, be withdrawn with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
21. A poll shall be taken at such a time as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand has not been made.
22. In the cases of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
23. A resolution in writing executed by or on behalf of each Nominated Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Nominated Members.
24. On a show of hands every Nominated Member present in person shall have one vote. On a poll, every Nominated Member present in person or by proxy shall have one vote.
25. A proxy may represent one or more Nominated Member of one or more Nominating Member Organisations. On a poll, a proxy may cast all or part of the votes of Nominated Members he represents.
26. No Nominated Member shall vote at any General Meeting on any question either in person or by proxy unless the Nominating Member Organisation which appointed him pursuant to Section 6 of the Articles shall have paid all Subscriptions and monies due and payable to CITP by it.
27. Votes may be given on a poll either personally or by proxy. On a show of hands, a Member present by proxy shall have no vote. A Nominated Member may not appoint more than one proxy to attend on the same occasion. A proxy must be a Nominated Member.

28. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing.
29. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited with the Secretary fifteen minutes before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve months after the date of its execution.
30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointor or his revocation of the proxy provided that no notice in writing of his death, insanity or revocation shall have been received by the Secretary at the office of CITP before the commencement of the meeting or adjourned meeting at which the proxy is used.
31. Any instrument appointing a proxy shall be in the form specified in the Operating Procedures, and shall be deemed to confer authority to demand or to join in demanding a poll.
32. Associate Members are entitled to receive notice and attend General Meetings of CITP in a non-voting capacity.

#### SUBSCRIPTIONS

33. Subscriptions paid by Member Organisations shall be based on Contributory Units. The amount to be paid for each Contributory Unit shall be determined by CITP in a General Meeting. At least two months' notice of any intention to propose an increase in subscriptions shall be given to Member Organisations in advance of each General Meeting. No increase shall become effective before the commencement of the ensuing financial year or not less than four months after the passing of the resolution in favour of the increase unless all the Nominating Member Organisations shall agree in writing to a shorter period.
34. Each Nominating Member Organisation must subscribe to at least one Contributory Unit but is free to increase the number of Contributory Units for which it subscribes to CITP at any time. But any Member Organisation seeking to reduce the number of Contributory Units for which it subscribes to CITP may do so only from the beginning of the following financial year and provided that notice of this intention is received by the Secretary in writing at least ten months beforehand.
35. Each Associate Member Organisation must subscribe to a fraction of a Contributory Unit the exact amount of which may vary with the class of associate membership stated in the Operating Procedures and which is allocated to that Associate Member Organisation by the Management Committee.
36. The first subscription payable by any Member Organisation accepted by CITP during the course of its financial year shall be assessed on the basis of the remaining number of full months of its acceptance to the end of the financial year divided by 12.

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**DIRECTORS, OFFICERS AND MANAGEMENT COMMITTEE**

37. The directors and officers of CITP, with the exception of the Secretary who shall be appointed by the directors, shall be elected at the Annual General Meeting from among Nominated Members and shall consist of:

- (a) A Chairman
- (b) A maximum of six Vice-Chairmen
- (c) Hon. Treasurer, if any.

Such officers, including the Secretary, shall constitute the Management Committee.

38. Composition of the Management Committee shall provide for the widest possible geographic representation of Nominating Member Organisations.

39. In the event of any casual vacancy occurring in these offices it may be filled by the Management Committee from among Nominated Members but any person appointed to fill a casual vacancy shall hold this office only until the next Annual General Meeting of the CITP when he shall be eligible for re-election.

40. A member of the Management Committee shall cease to hold office if (a) he becomes of unsound mind or (b) if he resigns his office by notice in writing to the Secretary or (c) if his appointment as a Nominated Member is withdrawn under the provisions of Section 6 of these Articles, or (d) the organisation he represents is no longer in good standing with CITP, or (e) he fails to attend three consecutive meetings of the Management Committee of which at least thirty clear days' notice was given.

41. No person other than a retiring Chairman, Vice-Chairman or Hon. Treasurer shall be eligible for election as Chairman, Vice-Chairman or Hon. Treasurer respectively unless he or another Nominated Member intending to propose him has at least twenty one clear days before the meeting left at the office of CITP a notice in writing signifying his candidature for office or the intention of such other Nominated Member to propose him.

42. Where a Nominated Member nominates another Nominated Member for office, the nomination must be accompanied by a letter of consent from the nominee to his nomination. This letter shall be received by the Secretary at least twenty one clear days before the meeting. The nomination of a candidate shall be invalid without a letter of consent from the nominee.

43. If the number of nominations for Chairman, Vice-Chairman or Hon. Treasurer is equal to or fewer than the number of positions specified in the Articles, an election will be held by means of a resolution on each vacancy at the Annual General Meeting. If the number of candidates exceeds the number of positions specified in the Articles, an election will be held by secret ballot at the Annual General Meeting. All Nominated Members are to be advised at least thirty clear days in advance of the Annual General Meeting of those Nominated Members who are candidates for office. All officers except the Secretary and members of the Management Committee who are not ex-officio are subject to re-election annually by the Annual General Meeting.

### **PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

44. All acts bona fide done by any meeting of the Management Committee or of any Committee of the Management Committee or by any person acting as a member of the Management Committee shall be valid notwithstanding it being discovered afterwards that there was defect in the appointment of any member or that any of them were disqualified from holding office or had vacated office or were not entitled to vote.
45. Unless otherwise agreed by all members in advance of a meeting, the quorum for the transaction of business of the Management Committee shall be five.
46. A resolution in writing signed by all the Management Committee members shall be as valid and effective as if it had been passed at a meeting of the Management Committee duly convened and held and may consist of several documents in the like form each signed by one or more Management Committee members.

### **OPERATING PROCEDURES**

47. *Operating Procedures of CITP shall describe all matters required for the actual operation and management of the company in areas such as membership, subscription and fees, responsibilities of officers, accounts and management of finances, procedures in the Management Committee and any other matter requiring orderly procedures.*

The Operating Procedures are brought before a General Meeting but may be amended by an unanimous vote of the Management Committee members present at a properly constituted meeting provided at least thirty clear days' notice of such amendment has been given. If the Management Committee members cannot reach an unanimous agreement, any amendment to the Operating Procedures may be brought before a General Meeting and proceeded with in the same form as an amendment to the Articles of Association, as specified in section 52 herewith. All CITP Members are to be advised within thirty days of any amendments made in the Operating Procedures.

### **SECRETARY**

48. Under terms and conditions it deems appropriate, and in accordance with the Articles and Operating Procedures, the Management Committee shall appoint a Secretary with such duties and additional title as it deems fit for him to perform the function of Managing Director. The Secretary shall be an ex-officio director and member of the Management Committee. Appointment of other employees shall be confirmed by the Management Committee on the recommendation of the Managing Director.

### **AUDIT**

49. The auditor shall be appointed by Members at the Annual General Meeting to audit the accounts of CITP and to submit the audited accounts for examination by the Members at each Annual General Meeting. Such auditor shall hold office until the next Annual General Meeting.

### **THE SEAL**

50. The Secretary shall provide for the safe custody of the seal which shall be used only by the authority of the Management Committee or persons delegated by the Management Committee in that behalf and every instrument to which the seal shall be affixed shall be signed by the Chairman, a Vice-Chairman and countersigned by the Secretary.

### **NOTICES**

51. A notice may be given by CITP to any Member thereof either personally or by sending it by post, telex, facsimile transmission or other means of electronic communication to him at his registered address or to the address supplied by him to CITP for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice.

Notices from Members to CITP shall be directed to the addresses published by CITP or to the registered address.

### **REVISION OF ARTICLES**

52. These Articles may be amended at any Annual General Meeting or any Extraordinary General Meeting by an affirmative vote of three-quarters (3/4) of the Nominated Members present in person or by proxy, provided that notice of the proposed amendment shall have been given to all Nominated Members at least thirty clear days before the date of such meeting.

### **REPEAL**

53. All prior Articles of CITP are repealed as of coming into force of these Articles. Such repeal shall not affect the previous operation of the Articles or affect the validity of any act done or right, privilege, obligation or agreement made pursuant to the Articles prior to their repeal. All officers and persons acting under the repealed Articles shall continue to act as if appointed under the provisions of these Articles and all resolutions of the directors or its committees shall continue to be good and valid except to the extent inconsistent with these Articles.

### **DISSOLUTION**

54. Clause 7 to the Memorandum of Association relating to the winding-up and dissolution of CITP shall have effect as if the provisions thereof were repeated in these Articles.

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