

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

AMENDED MEMORANDUM OF ASSOCIATION

OF

MARIE STOPES INTERNATIONAL¹



1. The name of the Company (herein called "the Company") is "MARIE STOPES INTERNATIONAL".
2. The Registered Office of the Company will be situate in England.
- 3.² The Company is established for the general benefit of the public:-
 - (i) to educate the public about population growth and control particularly about family planning, birth control and contraceptives with a view to preventing the poverty, hardship and distress caused by unwanted conception.
 - (ii) to preserve and protect the good health, both mental and physical of parents, young people and children, and to prevent the poverty, hardship and distress caused by unwanted conception.
 - (iii) to give medical advice and assistance to persons who are suffering from any physical or mental illness or distress as a result of involuntary sterility or of difficulties connected with the marriage relationship or sexual problems for which medical advice or treatment is appropriate, including the provision of treatment in connection with lawful birth control in clinics or medical centres for relief and benefit of such persons.
 - (iv)³ to relieve sickness and preserve and protect good health by the provision of screening programmes to detect early stages of treatable and preventable disease and by advising and educating persons in the way they can take responsibility for their own health and adapt their lifestyle beneficially.
- 4.⁴ In furtherance of the Company's objects, but not otherwise, the Company shall have the following powers:-
 - (A) To disseminate information about family planning and birth control, sterilisation and abortion particularly to persons needing but not now receiving family planning help and to explore in conjunction with the academic and other research communities public attitudes to family planning and birth control and new and better ways of informing the public about the same and to promote clinic facilities for the giving of advice on contraception and the medical examination of persons seeking advice on contraception

¹ The present name of the Company was adopted on 12th August 1991.

² Amended by Special Resolution at AGM held on 13th November 1980.

³ Inserted by Special Resolution at AGM held on 21st October 2003.

⁴ Amended by Special Resolution at AGM held on 21st October 2003.

and the taking of specimens for diagnostic purposes and to perform whatever procedures necessary for the furtherance of family planning.⁵

- (B)⁶ To supply contraceptive substances and contraceptive appliances.
- (C) To conduct research into methods of family planning and birth control and to seek to improve the same.
- (D) To co-operate and enter into arrangements with any authorities, international, national, local or otherwise, and to obtain from any such authorities any rights, privileges and concessions.
- (E) To accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property (whether in England or abroad and whether or not subject to any trust), and to construct, maintain and alter any of the same as are necessary or expedient for any of the purposes of the Company and (subject to such consents as may be by law required) sell, lease or otherwise dispose of or mortgage any such real or personal estate.
- (F) To issue appeals, hold public meetings, lectures and exhibitions and take such other steps as may be required for the purpose of promoting and publicising the objects of the Company and procuring contributions to its funds in the shape of donations, subscriptions or otherwise.
- (G) To borrow or raise money for the objects of the Company on such terms (and with such consents as are by law required) and on such security as may be thought fit.
- (H) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company.
- (I) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.
- (J) To invest the moneys of the Company not immediately required for its purposes in or upon such shares stocks, funds, securities or other investments in any part of the world involving liability or not as the Company shall in its absolute discretion think fit.
- (K) To make any charitable donation either in cash or assets for the furtherance of the objects of the Company.
- (L)⁷ To establish and support any charitable association or body and to guarantee, grant indemnities in respect of, support or secure the performance of the obligations of any third party.
- (M) To print and publish and to arrange to have printed and published either gratuitously or by way of sale any reports, periodicals, books, leaflets or other literary works which are desirable for the promotion of the objects of the Company and to commission or make cinematograph films and sound recordings and sponsor or arrange wireless or television broadcasts.
- (N) To undertake and execute charitable trusts.
- (O) To employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company.

⁵ Amended by Special resolutions at EMGs held on 25th March 1976 and 27th September 1989.

⁶ Amended by Special Resolution at AGM held on 13th November 1980.

⁷ Amended by Special Resolution at AGM held on 21st October 2003.

- (P) Subject to the provisions of Clause 5 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants.
- (Q) To amalgamate with any companies, institutions, societies or associations which shall be charitable at law and have objects altogether or mainly similar to those of the Company, and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association.
- (R) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.
- (S)⁸(1) To obtain indemnity insurance for the Committee Members of the Company or any other officer of the Company in relation to any such liability as is mentioned in clause 4(S)(2), but subject to the restrictions specified in clause 4(S)(3);
- (2) The liabilities referred to in clause 4(S)(1) are:
 - (a) any liability that by virtue of any rule of law would otherwise attach to the Committee Member or other officer in respect of any negligence, default, breach of duty or breach of trust of him or her in relation to the Company;
 - (b) the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading) or any statutory provision from time to time having similar effect.
- (3)(a) The following liabilities are excluded from clause 4(S)(2)(a):
 - (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Committee Member or other officer;
 - (iii) liabilities to the Company that result from conduct that the Committee Member or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not.
- (b) There is excluded from clause 4(S)(2)(b) any liability to make such a contribution where the basis of the Committee Member's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.
- (T) To do all such other things as are necessary to the attainment of the objects of the Company or any of them:

PROVIDED ALWAYS that:-

- (a) The Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Company would make it a Trade Union.

⁸ Inserted by Special Resolution at AGM held on 21st October 2003.

- (b) In case the Company shall take or hold any property subject to the jurisdiction of the court or the Charity Commissioners for England and Wales or the Secretary of State for Education and Science, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.
- (c) In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as may be allowed by law having regard to such trusts.

5.⁹(1) The income and property of the Company shall be applied solely towards the promotion of the Objects.

(2)(a) A Committee Member is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.

(b) Subject to the restrictions in clauses 4(S)(2) and 4(S)(3), a Committee Member may benefit from trustee indemnity insurance cover purchased at the Company's expense.

(3) None of the income or 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 of the Company. This does not prevent a member who is not also a Committee Member receiving:

- (a) a benefit from the Company in the capacity of a beneficiary of the Company;
- (b) reasonable and proper remuneration for any goods or services supplied to the Company.

(4) No Committee Member may:

- (a) buy any goods or services from the Company;
- (b) sell goods, services, or any interest in land to the Company;
- (c) be employed by, or receive any remuneration from the Company;
- (d) receive any other financial benefit from the Company;
unless:

- (i) the payment is permitted by clause 5(5) and the Committee Members follow the procedure and observe the conditions set out in clause 5(6); or
- (ii) the Committee Members obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

(5)(a) A Committee Member may receive a benefit from the Company in the capacity of a beneficiary of the Company.

⁹ Amended by Special Resolution passed on 9th June 2004.

- (b) A Committee Member may be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Committee Member.
- (c) A Committee Member may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Committee Members.
- (d) A company of which a Committee Member is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Committee Member holds no more than 1% of the issued capital of that company.
- (e) A Committee Member may receive rent for premises let by the Committee Member to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.
- (6) (a) The Company and its Committee Members may only rely upon the authority provided by clause 5(5) if each of the following conditions is satisfied:
- (i) The remuneration or other sums paid to the Committee Member do not exceed an amount that is reasonable in all the circumstances.
- (ii) The Committee Member is absent from the part of any meeting at which there is discussion of:
- his or her employment or remuneration, or any matter concerning the contract; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under clause 5(5); or
 - any other matter relating to a payment or the conferring of any benefit permitted by clause 5(5).
- (iii) The Committee Member does not vote on any such matter and is not to be counted when calculating whether a quorum of Committee Members is present at the meeting.
- (iv) The other Committee Members are satisfied that it is in the interests of the Company to employ or to contract with that Committee Member rather than with someone who is not a Committee Member. In reaching that decision the Committee Members must balance the advantage of employing a Committee Member against the disadvantages of doing so (especially the loss of the Committee Member's services as a result of dealing with the Committee Member's conflict of interest).
- (v) The reason for their decision is recorded by the Committee Members in the minute book.
- (vi) A majority of the Committee Members then in office have received no such payments.

- (b) The employment or remuneration of a Committee Member includes the engagement or remuneration of any firm or company in which the Committee Member is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director; or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Committee Member holds less than 1% of the issued capital.
- (7) In clauses 5(2)-(6):
- (a) "Company" shall include any company in which the Company:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company
 - (b) "Committee Member" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Committee Member or any person living with the Committee Member as his or her partner.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of contributors amongst themselves such amount as may be required not exceeding £1.
8. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable trust or body having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such trust or body to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

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

Name, Address and Descriptions of Subscribers

J.M. BOWERS
12 Whitehall
London, S.W.1

Solicitor

P.R. ELLINGTON
12 Whitehall
London, S.W.1

Solicitor

DATED this 1st day of February 1973
WITNESS to the above Signatures:-

E. ROLLAND
12 Whitehall
London, S.W.1

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

MARIE STOPES INTERNATIONAL¹⁰

1. In these Articles -

"The Act" means the Companies Act 1948 as amended by the Companies Act 1967 and these Articles shall be construed with reference thereto.

"Table C" means Table C contained in the First Schedule to the Act.

"The Committee" means the Executive Committee of the Company (or the directors when referred to in the Act and Table C in the sense of a Board of Directors) and

"Committee member" in the singular or plural means a member of the Council (or a director or directors when referred to in the Act and Table C in the sense of an individual director or individual directors).

2. The Articles contained in Table C including Article 1 shall apply to the Company and shall be deemed to be expressly incorporated herein with the exceptions, modifications and additions hereafter contained.
3. The Company is established for the purposes expressed in the Memorandum of Association.
4.
 - (a) The number of members with which the Company proposes to be registered shall be fifty.
 - (b) The Committee (with the previous consent in writing of Population Services International & Co. Inc.) may from time to time admit new members provided that (excepting the persons referred to in Section 28(1)(b) of the Act) the number of members of the Company shall be limited to 50.
 - (c) The subscribers of the Memorandum of Association and such other persons as the Committee shall admit to membership shall be members of the Company.
 - (d) Every member shall sign a written application or consent to become a member.
 - (e) The Secretary shall keep an accurate register of members.
5. The rights of a member shall not be transferable or transmissible.
6. Any member may withdraw from membership by giving one month's notice in writing to the Company (subject to the provisions of S. 212 of the Act).

¹⁰ The present name of the Company was adopted on 12th August 1991.

7. The Committee may with the previous consent in writing of Population Services International & Co. Inc., and without showing cause by a Resolution passed by a majority consisting of not less than two-thirds of the Committee members present at a special meeting of the Committee of and at which a member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely (or inter alia) for the purpose of considering such resolution refuse to continue any person as a member of the Company, and if any such resolution shall be so passed then (subject as in Article 6 provided) such person shall cease to be a member and his name shall be removed from the Register of Members.
8. If at any time or times the Company shall have a share capital the right to transfer shares shall be restricted in the following manner.
 - (a) The number of members of the Company (excluding those person referred to in S. 28(1)(b) of the Act) shall be limited to 50.
 - (b) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
 - (c) The Company shall not have the power to issue share warrants to bearer.
 - (d) The Committee may in their absolute discretion and without assigning any reason therefor decline to register any transfer or any share whether or not it is a fully paid share.
9. In Regulation 9 of Table C, the words "declaring a dividend" shall be omitted.
10. There shall be added to Article 23 of Table C the following words "On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands".
11. It shall be lawful for the Committee to provide for the creation of the office of President and (one or more) Vice-Presidents and Patrons of the Company and for the creation of an Advisory Council for the Company, for the admission and retirement of persons to such offices and to membership of the Advisory Council and for the powers, rights, duties and liabilities (if any) of such persons and of the Advisory Council but so that such persons shall not by virtue only of having been admitted to be Honorary Officers or Advisory Council members be members of the Company, and that such rights shall not include a right to speak or vote at General Meetings of the Committee of the Company. The Secretary shall keep an accurate register of such Honorary Officers and Advisory Council of the Company.
12. Article 31 of Table C shall be omitted. The first Committee Members shall be appointed in writing by the subscribers to the Memorandum of Association.
13. Unless otherwise determined by a General Meeting the number of Committee members shall not be less than two nor more than fifteen.
14. In Article 32 of Table C, the first two sentences shall be omitted.
15. The Committee may appoint a Director who may or may not be a Committee Member or a member. The Director shall have such powers and duties in relation to the conduct of the business of the Company as the Committee shall from time to time determine.
16. The words "and every director present at the meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose" shall be omitted from Article 37 of Table C.

17. Any Committee Member whose age exceeds 65 at any Annual General Meeting shall retire at that meeting, but shall be eligible for re-election. His retirement shall not be taken into account in determining the Committee Members who are to retire by rotation at such a meeting.
18. Article 44 of Table C shall be omitted.
19. In Article 52 of Table C the words "and/or such other persons" shall be inserted after the words "members of their body".
20. In Article 63 -
 - (a) The words and figures "Sections 148-157" shall be substituted for the words and figures "Sections 148, 150 and 157".
 - (b) The words "income and expenditure" shall be substituted for "profit and loss".
 - (c) The words "group accounts (if any)" shall be omitted.
21. Every Committee member or other officer (including Auditor) of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to S. 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Committee Member or other officer (including Auditor) shall be liable for any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this Article shall only have effect in so far as its provisions are not avoided by the said section.
22. The provisions of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

Name, Address and Descriptions of Subscribers

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Secretary