

COMPANIES ACTS 1963 TO 2009

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

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

**DOCHAS - THE IRISH ASSOCIATION OF NON-GOVERNMENTAL DEVELOPMENT
ORGANISATIONS**

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MEMORANDUM OF ASSOCIATION

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**DOCHAS - THE IRISH ASSOCIATION OF NON-
GOVERNMENTAL DEVELOPMENT ORGANISATIONS**

1. The name of the Company (hereinafter called the "Company") is Dochas - The Irish Association of Non-Governmental Development Organisations.
2. The main objects for which the Company is established are:
 - (a)
 - (i) the advancement of education and relief of poverty and underdevelopment overseas by the provision of a forum for consultation and co-operation between non-governmental organisations in Ireland which are involved in the transfer of resources to the developing world and/or in the provision of development education; and
 - (ii) to act as the Irish Assembly of development and relief organisations in relation to CONCORD, the European NGO Confederation for Relief and Development.
 - (b) The following objects set out hereafter are exclusively subsidiary and ancillary to the main objects set out above, and these objects are to be used only for the attainment of those main objects and any gain generated therefrom is to be applied for the main objects only:
 - (i) To provide a forum for consultation and co-operation in relation to the activities of member organisations in developing countries.
 - (ii) To promote research into all matters pertaining to development co-operation, and to pass on the fruits of such research.
 - (iii) To promote education in international development and the exchange of information about development co-operation within member organisations and amongst the public in general.
 - (iv) In general, to advise on development co-operation policies and to exert influence to have these policies realised.
 - (v) To ensure that the views of the Company are fully represented to and within the structures for the official development co-operation programmes of the State.

- (vi) To ensure that the views of the Company are fully represented to and within international structures for development co-operation with which the Company may have or be eligible to have relationships, including CONCORD or any similar body replacing same, through all appropriate means including the election of delegates to CONCORD Working Groups or similar bodies established by CONCORD.
- (vii) To provide a forum for consultation and co-operation between concerned member organisations in respect of major emergencies and disasters overseas, and, where practicable, to ensure that the views of such member organisations are represented to and within any other organisations set up for these purposes.
- (viii) To provide a forum for consultation and co-operation in respect of public presentation of members' programmes and, as may be required, in respect of fund-raising for development assistance.
- (ix) To promote the common interests of the member organisations.
- (x) To co-operate and establish relationships with other bodies having similar objectives, including affiliation where appropriate.

3. The following are the powers of the Company:

- (a) To amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Company.
- (b) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Company is authorised to amalgamate.
- (c) To undertake any other form of activity which is, in the opinion of the members, necessary or desirable in order to achieve the main objects of the Company.
- (d) To purchase, take on lease, exchange, or otherwise acquire, improve, develop and exercise all rights in respect of, mortgage, sell, dispose of, turn to account, place under option and otherwise deal with real or personal property of any description or any easements or rights over or connected therewith.
- (e) To improve, alter, demolish and develop any property owned or leased by the Company or over which it has any rights and to erect on any land purchased or leased or otherwise acquired by the Company, maintain and alter any buildings and works of any kind.
- (f) To sell, let, dispose of, grant rights over or otherwise deal with all or any part of the undertaking, property, land, assets, effects, rights, privileges and concessions of the Company for such consideration as the Company may think proper.
- (g) To enter into any arrangement with any government or any municipal, local or other authority which may seem conducive to the realisation of the Company's objects or any of them and to obtain from any such government, municipal, local or other authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- (h) To employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit), and, subject to clause 8, to remunerate any person, firm or company rendering services to the Company.
- (i) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- (j) To invest any moneys of the Company in such investments or securities or in such other manner as the Company may from time to time think expedient. Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years.
- (k) To borrow or raise money or secure the payment of money in such manner as the Company shall think fit.
- (l) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments.
- (m) To make personal or written appeals, to conduct excursions, to hold functions and public meetings or do such other things as may from time to time be deemed expedient for the purpose of raising funds and for procuring contributions to the funds of the Company and in particular to accept donations, charge fares and entrance fees and levy annual subscriptions.
- (n) To undertake and execute any trusts for the benefit of the Company or in the furtherance of the objects thereof.
- (o) To accept any gift of real or personal property whether subject to any trust or not.
- (p) To acquire, establish, print and publish newspapers, periodicals, books and leaflets or other compilations that the Company may think desirable for the promotion of its objects and to enter into any contract or agreement with any person or corporation producing and/or publishing any literary compilation which will further the objects of the Company or any of them.
- (q) To delegate all or any of its powers to any committee or committees consisting of one or more persons.
- (r) To do all or any of the matters hereby authorised either alone or in conjunction with or as trustees or agents for any other club, association or company of persons or by or through any trustees or agents.
- (s) To do all such other lawful things as are incidental to, or conducive to the attainment of the main objects of the Company.

Provided also that the Company shall not support with its funds any object nor 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.

4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company being wound up while they are a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before they cease to be a member and the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding €6.35.
6. No addition, alteration or amendment shall be made to the objects of the Company, such that there would be non-compliance with the requirements of section 24(1) (a) and (b) of the Companies Act 1963, as provided for in the provisions of this memorandum of association for the time being in force unless the same shall have been previously submitted and approved by the Registrar of Companies.

WINDING UP

7. 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, in accordance with section 92 of the Charities Act 2009, not be paid to or distributed among the members of the Company, but shall be given or transferred to another company whose objects are the promotion of charity and which has main objects similar to the main objects of the Company, which other company also meets the requirements of paragraph (b) of section 24(1) of the Companies Act 1963, such company to be determined by the members of this Company at or before the time of dissolution, or in default thereof by the Commissioners of Charitable Donations and Bequests for Ireland, or the Charities Regulatory Authority, when established, and if and so far as effect cannot be given to such provision, then to some charitable object.

INCOME AND PROPERTY

8. The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the main objects of the Company set forth in this memorandum of association 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 the Company. Nothing herein shall prevent the payment in good faith of:
 - reasonable and proportionate remuneration to any member, officer or servant of the Company not having a personal connection with a member of the Board within the meaning of sections 2(1) and 2(2) of the Charities Act 2009 in return for services actually rendered to the Company, or
 - reasonable and proportionate remuneration to any member, officer or servant of the Company with whom a member of the Board has a personal connection within the meaning of sections 2(1) and 2(2) of the Charities Act 2009 in return for services actually rendered to the Company provided that such remuneration is paid in compliance with section 2(1) and section 89 of the Charities Act 2009, or
 - interest at a rate not exceeding 5 per cent per annum on money lent by any member to the Company, or
 - reasonable and proportionate rent for premises demised or let by any member to the Company.

However, no member of the Company's Board, Council of Management, or Executive Committee, by whatever title called, shall be appointed to any salaried office of the Company or to any office of the Company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Board, Council or Committee, other than:

- a payment permitted by section 89 of the Charities Act (prior consent having been obtained from the General Assembly), or
- repayment of out-of-pocket expenses, or
- interest at the rate aforesaid on money lent to the Company (prior consent having been obtained from the General Assembly) or
- reasonable and proportionate rent for premises demised or let to the Company, or
- payment to a company of which a member of the Board, Council or Committee may be a member holding not more than one per cent of the capital of that company, such member not to be bound to account for any share of profits he may receive in respect of such a payment.

ADDITIONS, ALTERATIONS OR AMENDMENTS

9. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved in writing by the Revenue Commissioners and, if the amendment might affect the Company's status as a 'charitable organisation' under the Charities Act 2009, have been notified to and approved by the Charities Regulatory Authority, when established. Once effective the amendment shall, if required, be notified to the Charities Regulatory Authority, when established, in accordance with section 39(11) of the Charities Act 2009.

KEEPING ACCOUNTS

10. The Company will keep annual audited accounts which will be made available to the Revenue Commissioners on request.

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.

Names, Addresses and Descriptions of Subscribers

Desmond Gilliland, Mill Park Road, Enniscorthy, Co. Wexford. Methodist Minister.

Brendan O'Reilly, Irish Missionary Centre, Orwell Park, Rathgar, Dublin 6. Irish Missionary Union.
Executive Secretary.

Ian S. MacDowell for and on behalf of Christian Aid, Overseas House, 3 Belgrave Road, Dublin 6
(authorised representative)

Jerome Connolly, 142 Clonkeen Crescent, Kill O'the Grange, County Dublin.
Executive Secretary on behalf of Irish Commission for Justice and Peace.

Terence Gavaghan, Glentor, Enniskerry, County Wicklow.
Development Co-Operation Consultant.

A. Finucane for and on behalf of Concern, 1, Upper Camden Street, Dublin 2.

Ronald Smiley, for and on behalf of Gorta, 16 Upper Mount Street, Dublin 2.

Brian McKeown, Seafield, Shankill, County Dublin.
Director of Trocaire.

Kenneth McClenaghan for and on behalf of Irish Leprosy Association, 128 Lower Leeson Street,
Dublin 2.

Patricia Cleary for and on behalf of Comhlamh,
4/5, Eustace Street, Dublin 2.
(Authorised representative).

Dated the 22nd day of November 1982

Witness to the above signatures:-

Ann FitzGerald, 7 Herberton Drive, Rialto,
Executive Secretary.

Witness to the signatures of Desmond Gilliland,
Brendan O'Reilly, Ian S. MacDowell, Jerome Connolly,
Terence Gavaghan, A. Finucane, Ronald Smiley, Brian
McKeown, Kenneth McClenaghan and Patricia Cleary.

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1. The Regulations contained in Table C of the First Schedule of the Companies Act 1963 shall not apply to the Company.

2. In these Articles the following terms shall have the following meanings:

“Act”	means the Companies Act 1963;
“Acts”	means the Companies Acts 1963 to 2009;
“Charities Act”	means the Charities Act 2009;
“Charities Regulator”	means the Charities Regulatory Authority established under the Charities Act;
“electronic address”	means any address or number used for the purposes of sending or receiving documents or information by electronic means;
“electronic means”	are means of electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means;
“the Board”	means the members for the time being of the Board or the members present at a meeting of the Board and includes any person occupying the position of director by whatever name called;
“these Articles”	means these Articles of Association, as originally framed, or as varied from time to time by special resolution;
“secretary”	means any person appointed to perform the duties of the secretary of the Company;
“the seal”	means the common seal of the Company;
“the office”	means the registered office for the time being and from time to time of the Company;
“Member”	means a person whose name is for the time being entered in the Register of Members of the Company;

“General Assembly”	means the Members of the Company in general meeting
“person”	includes any company, firm, corporation, club, institution, organisation or other body, whether incorporated or not;
“the Company”	means the above-named Company;

Expressions in these Articles referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a words in a legible and non-transitory form provided that it shall not include writing in electronic form except (i) as provided in these Articles and (ii) in the case of a notice, document or information to be given, served or delivered to the Company, where the Company has agreed to receipt in such form and such notice, document or information is given, served or delivered in such form and manner as may have been specified by the Board from time to time for the giving, serving or delivery of notices, documents or information in electronic form.

Expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand and any mode of electronic signature as may from time to time be approved by the Board.

A notice, document or information is given, served or delivered in “*electronic form*” if it is given, served or delivered by electronic means including, without limitation, by making such notice, document or information available on a website or by sending such notice, document or information by e-mail.

Unless specifically defined herein or the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

The headings and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Articles.

References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended and may be from time to time and for the time being in force.

In these Articles, unless the context otherwise requires, words importing any gender shall include all genders, and the singular number shall include the plural, and vice versa, and words importing persons shall include firms or companies.

MEMBERS

3. The number of Members with which the Company proposes to be registered is 100, but the Board may from time to time register an increase in members.
4. The Company is established for the purposes expressed in the Memorandum of Association.
5.
 - (a) The subscribers to the Memorandum of Association and such other persons as the General Assembly shall admit to membership in accordance with the provisions of these Articles shall be Members of the Company.
 - (b) Subject to any membership criteria prescribed by the Company for applicant organisations (which is in force at the date of application for membership), membership of the Company shall be open to non-profit making non-governmental organisations independently established and located in the State or Northern Ireland whether principally for the purpose of promoting development co-operation and/or relief assistance, or, where their principal object may be other than the above, which regard international development co-operation including development education in this context as an important aspect of their aims and work.
 - (c) An organisation shall be deemed non-governmental so long as the government of the State or the Government of Northern Ireland does not control it directly by choosing or appointing a majority of the board of directors or other officers or does not so control its constituent bodies or members whose concern with development co-operation would otherwise render them eligible for membership.
 - (d) Where a number of persons otherwise eligible for membership are represented in a national grouping, the grouping will be eligible for membership of the Company.
 - (e) Every body shall apply for membership of the Company in the form provided by the Company which shall include an undertaking to conform to and observe the rules, standards and codes of practice and such other regulations or bye-laws as may be prescribed by the Company from time to time to include in particular any criteria prescribed by the Company from time to time as criteria for continuing membership.
 - (f) Every application for membership as aforesaid shall be
 - (i) supported by two existing Members of the Company; and
 - (ii) subject to the provision of the applicant's constituting document, and to the annual report and audited accounts of the applicant for the two preceding years having been endorsed by the Board.
 - (h) Every application for membership of the Company shall be considered by the Board which shall have regard to any criteria for membership adopted by the General Assembly and for the time being in force. If, upon scrutiny, it is clear that the application does not meet the criteria for membership, the Board, without any obligation to assign a reason therefor, shall turn it down. In all other cases the Board shall pass the application for consideration to the General Assembly, with or without a recommendation. A two-thirds majority decision of Members of the Company present and voting at the General Assembly shall be required for approval of membership and the General Assembly may, in its absolute discretion and without assigning any reason therefor, decline to accept any application for membership.

- (i) Each Member shall pay the annual subscription in force for members at the time it becomes a Member of the Company and shall pay the annual subscription for Members as determined from time to time by the General Assembly.
 - (j) Subject to the prior approval by a two-thirds majority decision of Members of the Company in General Assembly, the Board may at any time by notice in writing:
 - (i) require any Member whom they in their absolute discretion deem unfit or unsuitable to be a Member to withdraw from the Company and such member shall cease to be a Member of the Company upon service upon it of such notice; or
 - (ii) suspend any Member, provided that the reasons for such suspension and the conditions on which the suspension may be revoked are notified to the Member concerned.
 - (k) All unpaid subscriptions and contributions due or imposed on a Member under these Articles of Association and any sums due by it under Clause 5 of the Memorandum of Association of the Company shall remain payable by and the criteria for membership and conditions for payment in force at the time shall still apply to a Member who is the subject of a decision under (j)(i) and/or (j)(ii) above and a former Member up to the date on which it ceases to be a Member. A former Member shall forfeit all claim to a return of any money paid by it to the Company on its admission as a Member or by way of subscription or otherwise.
 - (l) A Member may retire from membership upon giving one year's prior notice in writing to the Company but no part of any annual subscription paid or due shall be refundable to such Member.
6. Subject to Article 5 above, the Board, subject to the consent of the General Assembly, may from time to time and at any time by resolution at its absolute discretion make such regulations as it sees fit relating to membership of the Company, and may from time to time and at any time by like resolutions at the like discretion alter such regulations to such extent and in such manner as it sees fit. Without prejudice to the generality of the foregoing, such regulations may provide for different classes of membership of the Company, the membership subscriptions (if any) payable by a member or a particular class of members (which may vary from member to member or, if there is more than one class, any class of members, by reference to such criteria (without limitation, occupation, size, turnover, profitability, number of employees) as the Board, subject to the consent of the General Assembly, so provides in such regulations), the rights (if any) of voting at general meetings of the Company of such members or classes of members, the duration of membership of any members or of any particular class of members provided that no regulation shall be made under the powers conferred by this Article which would amount to such an amendment of or an addition to these Articles as could lawfully be made only by special resolution.

GENERAL ASSEMBLY

7. (a) Subject to paragraph 7(b), the Company shall in each year hold a meeting of the General Assembly as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it, and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. Each Member shall be entitled to have two

representatives at the General Assembly one of which shall be entitled to vote on behalf of that Member.

- (b) The annual general meeting shall be held at such time and at such place in the State as the Board shall appoint.
- (c) The place and date of each annual general meeting may be determined at the previous annual general meeting and, failing such a determination, shall be determined by the Board. Each annual general meeting shall be held in each calendar year as soon as practicable after the commencement of the financial year of the Company which, unless and until otherwise determined by the General Assembly, shall commence on the 1st January in each year.
- (d) The General Assembly shall be the paramount decision-making forum of the Company and the Board shall exercise such powers and functions as are given to it by these Articles or as shall otherwise from time to time be given to it by the General Assembly.
- (e) The Board may, whenever it thinks fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened:
 - (i) on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act; and
 - (ii) on the requisition of five Members, and the provisions of Section 132 of the Act shall apply mutatis mutandis to the convening of any meeting pursuant to such requisition.

NOTICE OF MEETINGS OF THE GENERAL ASSEMBLY

- 8. Subject to Sections 133 and 141 of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at least, and a meeting of the General Assembly (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting, and in the case of special business, the general nature of that business and shall be given, in a manner hereinafter mentioned, to such persons as are under the Articles of the Company entitled to receive such notices from the Company.
- 9. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT MEETINGS OF THE GENERAL ASSEMBLY

- 10. All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets and the reports of the Board and auditors, the election of the members of the Board in the place of those retiring, the appointment of the auditors, the fixing of the remuneration of the auditors, and the fixing of the entrance fees and membership subscription for the current year.
- 11. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, one-third (1/3) of the total number of Members shall be a quorum.

12. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
13. The chairperson, if any, of the Board shall preside as chairperson at every meeting of the General Assembly or if there is no chairperson, or if they are not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the vice-chairperson shall preside as chairperson or if there is no vice-chairperson or if they are not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Board present shall elect one of their number to be chairperson of the meeting.
14. If at any meeting no member of the Board is willing to act as chairperson or if none is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairperson of the General Assembly.
15. The chairperson may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
16. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hand) demanded –
 - (a) by the chairperson; or
 - (b) by at least three Members present in person or by proxy or by their authorised representatives;
 - (c) by any Member or Members present in person or by proxy or by their representatives authorised in writing and representing not less than one-tenth of the total number of Members.
17. Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
18. The demand for a poll may be withdrawn and, except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
20. A poll demanded on the election of a chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the

chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with without the taking of the poll.

21. Subject to Section 141 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at the General Assembly (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at the General Assembly of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

VOTES OF MEMBERS

22. Every Member shall have one vote which may be cast at the General Assembly by either representative of that Member.
23. No Member shall be entitled to vote at any General Assembly unless all instalments of its subscription demanded for the current year have been paid (or are not more than one month in arrear at the date thereof) and all other moneys immediately payable by it to the Company have been paid.
24. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meetings shall be valid for all purposes. Any such objection made in due time shall be rendered to the chairperson of the meeting whose decision shall be final and conclusive.
25. Votes may be given either personally or by proxy.
26. The instrument appointing a proxy shall be in writing under the hand of the appointer or of their attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy shall be a representative of a Member. No person other than the chairperson of the meeting may act as proxy for more than four Members at any one meeting.
27. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours or such lesser period as may be specified by the Board before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours or such lesser period as may be specified by the Board before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
28. The instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

"I/We
of
the County of _____, being a
member/members of the above-named Company,
hereby appoint _____ of
failing them _____ of
my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case
may be) general meeting of the Company to be held on the _____ day of _____ 20____ and at any
adjournment thereof.

Signed this day of , 20 .

*This form is to be used *in favour of/against* the resolution. Unless otherwise instructed, the proxy will vote as they think fit.*

Strike out whichever is not desired.

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
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 principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

31. Any company, organisation, association or other body which is a Member may by resolution of its directors or other governing body (evidence of which shall be furnished to the Board if requested) authorise such two persons as it thinks fit to act as its representative at any General Assembly and with regard to a particular General Assembly one of the persons so authorised shall be entitled to exercise the same powers on behalf of the appointing Member which they represent as that appointing Member could exercise if it were an individual Member.

THE BOARD

32. There shall be a Board consisting of representatives of not more than nine Members. These shall elect from among their members a chairperson who shall be chairperson of the Board and of the whole Company.
33. The Board members may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any sub-committee or General Assembly or in connection with the business of the Company.

BORROWING POWERS

34. The Board, subject to the prior approval of the General Assembly may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof.

POWERS AND DUTIES OF THE BOARD

35. The business of the Company shall be managed by the Board, which may do all things necessary for the maintenance of its status and the furtherance of its interests, and may exercise the following powers and duties subject nevertheless to the provisions of the Acts and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the General Assembly; but no direction given by the General Assembly in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given:
 - (a) the processing of membership applications for submission to the General Assembly, together with preparing submissions on any other matters of policy requiring the approval of the General Assembly;

- (b) the making of provision for such public representation of the activities of the Company as may be required;
 - (c) the maintaining of relations of the Company with other bodies;
 - (d) (with the approval of the General Assembly) the formulation of regulations, bye-laws, standing orders and procedures for the carrying on of the business of the Company;
 - (e) overseeing the business of the Company;
 - (f) the approval at the start of the year of a budget for ratification by the General Assembly;
 - (g) the re-allocation of resources of the Company.
36. The Board may from time to time and at any time by power of attorney appoint any company, firm, or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in them.
37. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board shall from time to time by resolution determine. The Board shall operate a bank account in the name of the Company and make proper provision for its operation.
38. The Board shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Board;
 - (b) of the names of the Board members present at each meeting of the Board and of any sub-committee of the Board;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Board and any sub-committee.

BYE-LAWS

39. Without prejudice to the general powers and authorities conferred by these Articles or any statute on the Board, the Board, subject to the consent of the General Assembly, is hereby empowered to make, vary and repeal all such bye-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the affairs of the Company. The Board shall adopt such means as it deems sufficient to bring to the notice of the Members all such bye-laws and variations and repeals thereof and all such bye-laws so long as they are in force shall be binding upon all the Members provided always that no bye-law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company or constitute such an amendment of or addition to these Articles as could lawfully be made only by special resolution.

APPOINTMENT AND RETIREMENT OF BOARD MEMBERS

40. The term of office of a member of the Board shall be three years, unless otherwise determined from time to time by the General Assembly. At each annual general meeting of the Company one-third of the members of the Board or such number as is closest thereto shall retire from office. At the first meeting of the General Assembly after the adoption of these Articles as amended, the Board shall retire and the members may elect new members to the Board subject to the requirements set out in Article 43.
41. A retiring Board member shall be eligible for re-election for one more term and after a lapse of one year following such retirement a member shall be eligible for re-election.
42. The General Assembly may fill vacated offices by electing new members thereto, and in default the retiring Board member shall, if eligible and offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Board member has been put to the meeting and lost.
43. No Member other than a Board member retiring at the meeting shall, unless recommended by the Board, be eligible for election to the Board at any General Assembly unless, not less than 7 or more than 21 days before the date appointed for the meeting, there has been left at the office notice in writing, signed by a Member, of his intention to propose such a Member for election and also notice in writing signed by that Member of his willingness to be elected.
44.
 - (a) The General Assembly may from time to time by ordinary resolution increase or reduce the number of Board members.
 - (b) The General Assembly may from time to time empower the Board to co-opt to membership one person not connected with any Member whom the Board deems to be a suitable person to serve on the Board. Any such person shall remain a member of the Board for a three year term and may be re-appointed.
45. The General Assembly may by ordinary resolution of which extended notice has been given in accordance with Section 142 of the Act remove any Board member before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Board member. Such removal shall be without prejudice to any claim such Board member may have for damages for breach of any contract of service between him and the Company.
46. The General Assembly may by ordinary resolution appoint another Member in place of a Board member removed from office under Article 45. The General Assembly may appoint any person to the Board, either to fill a casual vacancy or as an additional Board member.

PROCEEDINGS OF THE BOARD

47. The Board shall meet together at least four times per year for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the chairperson shall have a second or casting vote. Three members of the Board may, and the secretary on

the requisition of a member of the Board shall, at any time summon a meeting of the Board. If the Board so resolves it shall not be necessary to give notice of a meeting of the Board to any member of the Board who being resident in the State is for the time being absent from the State.

48. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be four.
49. The continuing members of the Board may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum for the Board, the continuing member or members of the Board may act for the purpose of increasing the number of members of the Board to that number or of summoning a general meeting of the Company but for no other purpose.
50.
 - (a) The Board shall elect:-
 - (i) a chairperson of their meetings but, if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the same, the members of the Board present may choose one of their number to be chairperson of the meeting.
 - (ii) a vice-chairperson
 - (iii) a treasurer of the Company.
 - (b) The treasurer shall carry out all duties normally associated with that office and in particular, shall be responsible to the Board for the discharge of its obligations under Articles 69 to 72 hereof;
 - (c) The chairperson shall hold office for a three-year term and shall not be subject to rotation. The vice-chairperson and treasurer shall hold office until the Board meeting following the Annual General meeting next following their respective election.
51. The Board may delegate any of its powers to sub-committees consisting of such member or members of the Board (and of such Member or Members) as it thinks fit; any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
52. A sub-committee may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the same, the sub-committee members present may choose one of their number to be chairperson of the meeting.
53. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
54. All acts done by any meeting of the Board or of a sub-committee of the Board or by any person acting as a Board member shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member.

55. A resolution in writing signed by all the members of the Board for the time being entitled to receive notice of a meeting of the Board, shall be as valid as if it had been passed at a meeting of the Board duly convened and held.

VOTING ON CONTRACTS

56. A Board member may vote in respect of any contract in which he has declared an interest pursuant to the provisions of the Acts or any matter arising thereout.

DISQUALIFICATION OF BOARD MEMBER

57. The office of a Board member shall be vacated if the Board member:-
- (a) without the consent of the General Assembly holds any other office or place of profit under the Company; or
 - (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
 - (c) becomes prohibited from being a member of the Board by reason of any order made under the Acts; or
 - (d) becomes of unsound mind; or
 - (e) resigns his office by notice in writing to the Company; or
 - (f) is convicted of an indictable offence unless the General Assembly otherwise determines; or
 - (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by the Acts.

WORKING GROUPS

58. The Board may establish and disband Working Groups of the Company which shall have as their purpose the promotion of consultation and co-operation between Members in respect of areas of activity specified in the terms of reference pursuant to Article 63 and as may be specified by CONCORD or any similar body replacing same.
59. Each Working Group shall have and maintain a minimum of three Members.
60. Membership of a Working Group may be obtained by giving written notification to the secretary, such notification to be renewed annually, or on such terms as decided from time to time by the Board.
61. At its first meeting after each Annual General Meeting, each Working Group shall elect from its members for the ensuing year, an honorary chairperson subject to ratification by the Board or, where this is not possible by its chairperson. It may also elect other such honorary office bearers as it deems desirable.
62. Any joint activity undertaken by the Working Groups shall require the prior authorisation of the General Assembly or Board.
63. The Board shall ratify the terms of reference, which shall be prepared by the Working Groups.

64. In the event of any dispute between Working Groups the matter shall be referred to the Board for resolution at its next meeting. In the event of the resolution of the Board not being acceptable to either party, the matter shall be referred to the General Assembly within three months from the date of the Board resolution and the decision of the General Assembly shall be final and binding.

SECRETARY

- 65.
- (a) The secretary shall be appointed by the Board for such term and at such remuneration and upon such conditions as it may think fit; and any secretary so appointed may be removed by it.
 - (b) The secretary shall carry out all duties normally associated with that office and in particular
 - (i) shall attend general meetings of the Company and meetings of the Board and sub-committees;
 - (ii) shall convene meetings;
 - (iii) shall keep minutes and other records of the Company;
 - (iv) shall conduct correspondence on behalf of the Company;
 - (v) shall carry out such other duties as may be required by the Board.
66. A provision of the Acts or these Articles requiring or authorising anything to be done by or to a member of the Board and the secretary shall not be satisfied by its being done by or to the same person acting both as member of the Board and as, or in place of, the secretary.

THE SEAL

67. The Board shall provide and retain in its possession a common seal for the Company.
68. The seal shall be used only by the authority of the Board or of a sub-committee of the Board authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Board and shall be countersigned by the secretary or by a second member of the Board or by some other person appointed by the Board for the purpose.

ACCOUNTS

69. The Board shall cause proper books of account to be kept relating to –
- (a) entries from day to day of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
 - (b) assets and liabilities of the Company;
 - (c) a record of all goods purchased, and of all goods sold (except those sold by way of ordinary retail trade), showing the goods and the sellers and buyers in sufficient detail to enable the goods and the sellers and buyers to be identified and a record of all the invoices relating to such purchases and sales;

- (d) statements of stock held by the Company at the end of each financial year and all records of stocktakings from which any such statement of stock has been, or is to be, prepared, and
- (e) a record of any services provided and of all invoices relating thereto.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- 70. The books of account shall be kept at the office or, subject to Section 202 of the Companies Act 1990, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the members of the Board.
- 71. The Board shall from time to time in accordance with the provisions of the Acts cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those sections to be prepared and laid before the annual general meeting of the Company.
- 72. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Board's report and auditors' report shall not less than 21 days before the date of the annual general meeting be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

- 73. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Acts.

NOTICES

- 74. Communications to the Company
 - (a) Subject to the Acts and except where otherwise may be expressly provided in these Articles, any notice, document or information to be given, served or delivered to the Company pursuant to these Articles shall be in writing in a paper copy or, subject to paragraph (b), in electronic form.
 - (b) Subject to the Acts and except where otherwise may be expressly provided in these Articles, a notice, document or information may be given, served or delivered to the Company in electronic form only if this is done in such form and manner as may have been specified by the Board from time to time for the giving, service or delivery of notices, documents or information in electronic form. The Board may prescribe such procedures as it thinks fit for verifying the authenticity or integrity of any such notice, document or information given, served or delivered to it in electronic form.
- 75. Communications by the Company
 - (a) Subject to the Acts and except where otherwise expressly may be provided in these Articles, any notice, communication, document or information to be given, served or delivered by the Company pursuant to these Articles shall be in writing in paper copy or electronic form. The signature to any notice in paper copy to be given by the Company may be written or printed.
 - (b) Subject to the Acts and except where otherwise may be expressly provided in these

Articles, any notice, document or information to be given, served or delivered in pursuance of these Articles may be given to, served on or delivered to any Member by the Company:

- (i) by handing same to him or his authorised agent;
 - (ii) by leaving the same at his registered address;
 - (iii) by sending the same by the post or other delivery service in a pre-paid cover addressed to him at his registered address; or
 - (iv) by sending the notice, the document or the information in electronic form to such electronic address as may from time to time be authorised by the Member or by making it available on a website (provided the Member receives, by any of the means at (i) to (iii) above or by electronic means to such electronic address as may from time to time be authorised by the Member, notification complying with Article 76 of the fact that the notice, document or information has been placed on the website).
- (c) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(i) or (ii), the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, or left at his registered address (as the case may be).
- (d) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(iii), the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty four hours after the cover containing it in paper copy form was posted or given to delivery agents (as the case may be). In proving such giving, service or delivery, it shall be sufficient to prove that such cover was properly addressed, pre-paid and posted or given to delivery agents.
- (e) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(iv), the giving, service or delivery thereof shall be deemed to have been effected:
- (i) if sent in electronic form to an electronic address, at the expiration of twenty four hours after the time it was sent; or
 - (ii) if made available on a website, at the expiration of twenty four hours after the time when it was first made available on the website.
- (f) Where any Member has furnished his electronic address to the secretary and has not notified the secretary in writing (including by electronic mail) that he no longer wishes to receive communications by electronic mail, then the delivery to him of any notice, document or information by electronic mail (whether contained in the body of the electronic mail message or as an attachment to it) shall be deemed good delivery on the terms set out in sub-paragraph (e) above.
- (g) If the Company receives a delivery failure notification following the sending of a notice, document or other information in electronic form to an electronic address in accordance with sub-paragraph (b)(iv), the Company shall give, serve or deliver the notice, document or information in paper copy or electronic form (but not by electronic means) to the Member either personally or by post addressed to the Member at his registered address or (as applicable) by leaving it at that address. This shall not affect when the notice, document or information was deemed to be received in accordance with paragraph (e).

76. A notification to a Member of the publication of a notice on a website pursuant to these Articles shall state:
- (a) the fact of the publication of the notice on a website;
 - (b) the address of that website and, where necessary, the place on that website where the notices may be accessed and how they may be accessed; and
 - (c) in the case of a notice of a general meeting of Members or class of members:
 - (A) that it concerns a notice of a meeting served in accordance with the Articles or by order of a court, as the case may be;
 - (B) the place, date and time of the meeting;
 - (C) whether the meeting is to be an annual general meeting or an extraordinary general meeting; and
 - (D) the address of any other website (if such is the case) where procedures as to voting are stated or facilitated.
77. The notice referred to in Article 75 shall be published on that website, in the case of a notice of meeting, throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting, and in any other case for a period of not less than one month from the giving of the notification.
78. Article 76 shall be treated as being complied with, and, in the case of a meeting, nothing in Articles 75 or Article 76 shall invalidate the proceedings of a meeting where:
- (a) any notice that is required to be published as mentioned in Article 76 is published for a part, but not all, of the period mentioned in that Article; and
 - (b) the failure to publish that notice throughout that period is attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid, such as system, telecommunications or power outages.
79. Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy or liquidator of a Member shall be bound by a notice given as provided for in these Articles if sent to the last registered address of such Member (or otherwise given, served or delivered to such Member in accordance with these Articles) notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such Member.
80. Without prejudice to the provisions of Article 74, if at any time by reason of the suspension or curtailment of postal services within the State, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same day in at least two leading national daily newspaper published in the State and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the said advertisement or advertisements shall appear. In any such case the Company shall send confirmatory copies of the notice through the post to those members whose registered addresses are outside the State (if or to the extent that in the opinion of the Directors it is practical so to do) or are in areas of the State unaffected by such suspension or curtailment of postal services and if at least ninety-six hours prior to the time appointed for the holding of the meeting the posting of notices to members in the State, or any part thereof which was previously affected, has become practical in the opinion of the Directors, the Directors shall send forthwith confirmatory copies of the notice

by post to such members. The accidental omission to give any such confirmatory copy of a notice of a meeting to, or the non-receipt of any such confirmatory copy by, any person entitled to receive the same shall not invalidate the proceedings at the meeting.

81. Notice of every General Assembly shall be given in any manner hereinbefore authorised to:
- (a) every Member;
 - (b) every person being the Official Assignee in bankruptcy of a Member where the Member but for his bankruptcy would be entitled to receive notice of the meeting; and
 - (c) the auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

INDEMNITY

82. Subject to the provisions of and so far as may be permitted by the Acts and the Charities Act, every member of the Board, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
83. Subject to the provisions of the Acts and the Charities Act, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time members of the Board or officers of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in good faith in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices.

WINDING UP

84. The provisions of Clause 7 of the Memorandum of Association of the Company relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in full in these Articles.

Names, Addresses and Descriptions of Subscribers

Desmond Gilliland, Mill Park Road, Enniscorthy, Co. Wexford. Methodist Minister.

Brendan O'Reilly, Irish Missionary Centre, Orwell Park, Rathgar, Dublin 6. Irish Missionary Union.
Executive Secretary.

Ian S. MacDowell for and on behalf of Christian Aid, Overseas House, 3 Belgrave Road, Dublin 6
(authorised representative)

Jerome Connolly, 142 Clonkeen Crescent, Kill O'the Grange, County Dublin.
Executive Secretary on behalf of Irish Commission for Justice and Peace.

Terence Gavaghan, Glentor, Enniskerry, County Wicklow.
Development Co-Operation Consultant.

A. Finucane for and on behalf of Concern, 1, Upper Camden Street, Dublin 2.

Ronald Smiley, for and on behalf of Gorta, 16 Upper Mount Street, Dublin 2.

Brian McKeown, Seafield, Shankill, County Dublin.
Director of Trocaire.

Kenneth McClenaghan for and on behalf of Irish Leprosy Association, 128 Lower Leeson Street,
Dublin 2.

Patricia Cleary for and on behalf of Comhlamh,
4/5, Eustace Street, Dublin 2.
(Authorised representative).

Dated the 22nd day of November 1982

Witness to the above signatures:-

Ann FitzGerald, 7 Herberton Drive, Rialto,
Executive Secretary.

Witness to the signatures of Desmond Gilliland,
Brendan O'Reilly, Ian S. MacDowell, Jerome Connolly,
Terence Gavaghan, A. Finucane, Ronald Smiley, Brian
McKeown, Kenneth McClenaghan and Patricia Cleary.