

COMPANY NUMBER 661818

COMPANIES ACTS 1948 TO 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

OVERSEAS DEVELOPMENT INSTITUTE

Reprinted on []

INCORPORATED THE 9TH DAY OF JUNE 1960

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Dated this 5th day of May 1960

Witness to the above Signatures

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Writer

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**ARTICLES OF ASSOCIATION OF
OVERSEAS DEVELOPMENT INSTITUTE**

Adopted on []

1 OBJECTS

- 1.1 The object for which the Institute is established is to promote the study and discussion of and the exchange of information upon the economic and social development of nations and the influence thereon on of various policies, actions and institutions (hereinafter called "the primary object"), and so far as may be done by a body of persons established for charitable purposes only and not otherwise.

2 POWERS

The Institute has the following powers, which may be exercised only in promoting the primary object:

- 2.1 to cooperate with persons, associations of persons, corporate bodies, governments and international agencies and their representatives having aims, objects and interests similar to the primary object of the Institute within and outside the United Kingdom;
- 2.2 to arrange meetings, conferences, congresses, lectures and other gatherings;
- 2.3 to provide information upon all questions affecting the primary object of the Institute by any means;
- 2.4 to undertake and execute any trusts;
- 2.5 to obtain any Royal Charter, Provisional Order or Act of Parliament or other authority either in the United Kingdom or elsewhere;
- 2.6 to found, maintain, aid and endow prizes, scholarships and bursaries for the remuneration instruction in support of students or persons engaged in research work;
- 2.7 to carry out research;
- 2.8 to co-operate with other bodies;
- 2.9 to support, administer or set up other charities;

- 2.10 to accept gifts and to raise funds (but not by means of Substantial Taxable trading);
- 2.11 to borrow money;
- 2.12 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.13 to acquire or hire property of any kind;
- 2.14 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.15 to set aside funds for special purposes or as reserves against future expenditure;
- 2.16 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.17 to delegate the management of investments to a financial expert, but only on terms that:
 - 2.17.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.17.2 timely reports of all transactions are provided to the Trustees;
 - 2.17.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.17.5 the investment policy and the delegation arrangement are reviewed at least once every two years;
 - 2.17.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 2.17.7 the financial expert must not do anything outside the powers of the Institute;
- 2.18 to arrange for investments or other property of the Institute to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.19 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.20 to insure the property of the Institute against any foreseeable risk and take out other insurance policies to protect the Institute when required;
- 2.21 subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;

- 2.22 to grant pensions or gratuities to any employees or ex-employees of the Institute or the relations, connections or dependents of any such persons, and to establish or support any charitable associations or bodies for their benefit;
- 2.23 to manage exchange rate risks but not for the purpose of speculation;
- 2.24 to enter into contracts to provide services to or on behalf of other bodies;
- 2.25 to establish or acquire subsidiary companies;
- 2.26 to do anything else within the law which promotes or helps to promote the primary object.

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Institute and its property and funds.
- 3.2 The Trustees when complete consist of up to twelve persons (being Members) all of whom must support the primary object. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.3 A Trustee may not act as a Trustee unless he/she
 - 3.3.1 is a Member; and
 - 3.3.2 has signed a written declaration of willingness to act as a charity trustee of the Institute.
- 3.4 One third (or the number nearest one third) of the Trustees must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots Provided that the duration of the first term of service of the Chairman as at the date of appointment of these Articles shall be four years.
- 3.5 Subject to Article 3.6, a retiring Trustee who is eligible under Article 3.2 may be reappointed for no more than two further terms.
- 3.6 In exceptional circumstances, notwithstanding Article 3.5, having regard to the special skills or knowledge of a particular Trustee, that Trustee may be reappointed by ordinary resolution for a further term or terms.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
 - 3.7.1 ceases to be a Member;
 - 3.7.2 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.7.3 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 3.7.4 is absent from three consecutive meetings of the Trustees unless the Chairman directs that his or her office should not be vacated or in the case of the Chairman the trustees direct that his or her office should not be vacated; or

3.7.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

3.7.6 is removed by the Members.

3.8 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only for one year.

3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4 TRUSTEES' PROCEEDINGS

4.1 A quorum at a meeting of the Trustees is 50% of the Trustees or such other number as the Trustees may from time to time decide.

4.2 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

4.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.4 Any issue may be determined by a simple majority of the votes cast at a meeting (including, without limitation, a decision for the appointment of a Trustee and Member), but a resolution in writing agreed by a majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

4.5 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

4.6 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 TRUSTEES' POWERS

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

5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

5.2 To appoint a Chairman and, if thought fit, a Deputy Chairman from among their number.

5.3 The Chairman and, if appointed, the Deputy Chairman shall be appointed to serve for his or her current term as a Trustee and may be reappointed as chairman if reappointed as a Trustee.

- 5.4 The Chairman and, if appointed, the Deputy Chairman shall cease to hold office if he or she ceases to be a Trustee.
- 5.5 To delegate any of their functions to committees consisting of two or more individuals appointed by them. All proceedings of committees must be reported promptly to the Trustees.
- 5.6 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.7 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.8 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Institute and the use of its seal (if any).
- 5.9 To establish procedures to assist the resolution of disputes or differences within the Institute.
- 5.10 To exercise in their capacity as Trustees any powers of the Institute which are not reserved to them in their capacity as Members.

6 BENEFITS AND CONFLICTS

- 6.1 The property and funds of the Institute must be used only for promoting the primary object and do not belong to the Members and no Member (being a Trustee) or Connected person may be employed by the Institute but:

Subject to compliance with Article 6.4 Members (being Trustees) and Connected Persons may:

- 6.1.1 enter into contracts with the Institute and receive reasonable payment or other material benefit for goods or services supplied; and
 - 6.1.2 be paid interest at on money lent to the Institute at an amount not exceeding 2% less than the minimum lending rate of the Bank of England or 3%, whichever shall be the greater;
 - 6.1.3 be paid a reasonable and proper rent for property demised or let to the Institute; and
 - 6.1.4 be paid fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1% of the capital of that company.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) except:
 - 6.2.1 as mentioned in Articles 6 or 6.3;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Institute;

- 6.2.3 the benefit of indemnity insurance;
 - 6.2.4 an indemnity out of the assets of the Institute against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Institute.
- 6.3 Any Trustee or Connected Person may enter into a written contract with the Institute to supply goods or services in return for a payment or other material benefit but only if:
- 6.3.1 the goods or services are actually required by the Institute, and the Trustees decide that it is in the best interests of the Institute to enter into such a contract;
 - 6.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
 - 6.3.3 no more than half of the Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees unless expressly invited to remain in order to provide information;
 - 6.4.3 not be counted in the quorum for that part of the meeting; and
 - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Institute to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the matter giving rise to the conflict of interest and authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 6.5.2 disclose to a third party information confidential to the Institute, or
 - 6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or benefit or
 - 6.5.4 refrain from taking any step required to remove the conflict

provided that no authorisation may be given under this Article 6.5 which will allow a Conflicted Trustee or a Connected Person to receive a benefit other than as authorised by a provision of these Articles or the Charities Act.

- 6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7 RECORDS AND ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- 7.1.1 annual returns;
- 7.1.2 annual reports; and
- 7.1.3 annual statements of account.

- 7.2 The Trustees must also keep records of:

- 7.2.1 all proceedings at meetings of the Trustees;
- 7.2.2 all resolutions in writing;
- 7.2.3 all reports of committees; and
- 7.2.4 all professional advice obtained.

- 7.3 Accounting records relating to the Institute must be made available for inspection by any Trustee at any time during normal office hours [and may be made available for inspection by Members who are not Trustees if the Trustees so decide].

A copy of the Institute's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Institute's reasonable costs.

8 MEMBERSHIP

- 8.1 The Institute must maintain a register of Members.
- 8.2 The Trustees shall be the Members and Membership is terminated if the Member concerned resigns by notice in writing to the Institute or ceases to be a Trustee.
- 8.3 Every Member shall sign a written consent to become a member or sign the register of members on becoming a Member
- 8.4 Membership is not transferable.

9 GENERAL MEETINGS

- 9.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Institute not less than 48 hours before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least 50% of the Members. If a quorum is not present within half an hour from the time appointed to the meeting, the meeting, if convened on the requisition of Members shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum.
- 9.4 The Chairman shall preside at a general meeting but if the Chairman is not present within fifteen minutes of the time appointed for the meeting or is unable or unwilling to act the Members present shall elect one of their number to be the chairman.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 Members being Trustees must annually:
- 9.8.1 receive the accounts of the Institute for the previous financial year;
 - 9.8.2 receive a written report on the Institute's activities;
 - 9.8.3 be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 9.8.4 elect Trustees to fill the vacancies arising;
 - 9.8.5 appoint reporting accountants or auditors for the Institute;
- 9.9 Members may also from time to time
- 9.9.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Institute; and

9.9.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members).

9.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10 LIMITED LIABILITY

The liability of Members is limited.

11 GUARANTEE

11.1 Every Member promises, if the Institute is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

11.1.1 payment of those debts and liabilities of the Institute incurred before he/she ceased to be a Member;

11.1.2 payment of the costs, charges and expenses of winding up; and

11.1.3 the adjustment of rights of contributors among themselves.

12 COMMUNICATIONS

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

12.1.1 by hand;

12.1.2 by post; or

12.1.3 by suitable electronic means.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

12.3.1 immediately when sent by electronic means or delivered by hand to the relevant address;

12.3.2 two clear days after being sent by first class post to that address;

12.3.3 three clear days after being sent by second class or overseas post to that address;

12.3.4 immediately on being handed to the recipient personally; or, if earlier,

12.3.5 as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 DISSOLUTION

13.1 If the Institute is dissolved, the assets (if any) remaining after providing for all its liabilities must not be paid to all distributed among the members but shall be given or transferred to some other charitable institution or institutions having objects similar to the primary 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 Institute under or by virtue of Article 6 such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision then to some other charitable object;

13.2 A final report and statement of account must be sent to the Commission.

14 INDEMNITY

14.1 Subject to the provisions of the Companies Act, every Trustee, or other officer or auditor of the Institute, shall be indemnified out of the assets of the Institute against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Institute.

15 INTERPRETATION

15.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Institute.

15.2 In the Articles, unless the context indicates another meaning:

AGM	means an annual general meeting of the Institute;
the Articles	means the Institute's Articles of Association and 'Article' refers to a particular Article;
Chairman	means the chairman of the Trustees;
the Institute	means the company governed by the Articles;
the Charities Act	means the Charities Act 2011;
charity trustee	has the meaning prescribed by the Charities Act;
clear day	does not include the day on which notice is given or the day of the meeting or other event;
the Commission	means the Charity Commission for England and Wales or any body which replaces it;

the Companies Act	means the Companies Acts 1985 to 2006;
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance), or has some separate interest (including but not limited to a personal interest) or duty in a matter to be decided (whether at a meeting of the Trustees or a committee), or in relation to information which is confidential to the Institute;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
constitution	means the Memorandum and the Articles and any special resolutions relating to them;
custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
electronic means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
financial expert	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
financial year	means the Institute's financial year;
firm	includes a limited liability partnership;
indemnity insurance	means indemnity insurance to cover the liability of the Trustees, which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Institute: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was

committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not, and provided also that any such insurance shall not extend to the cost of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Institute;

material benefit	means a benefit, direct or indirect, which may not be financial but has a monetary value;
Member and Membership	refer to company Membership of the Institute;
Memorandum	[means the Institute's Memorandum of Association;]
month	means calendar month;
nominee company	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
the primary object	means the Primary object of the Institute as defined in Article 1;
resolution in writing	means a written resolution of the Trustees;
Secretary	means a company secretary;
special resolution	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
Substantial Taxable trading	means carrying on a sustained trade or business in such manner or on such a scale that carries significant risk to the assets of the Institute and some or all of the profits are subject to material liability to corporation tax;
Trustee	means a director of the Institute and 'Trustees' means the directors but where a Trustee is a corporate body Trustee includes where appropriate the named

representative of the Trustee;

written or in writing

refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

written resolution

refers to an ordinary or a special resolution which is in writing; and

year

means calendar year.

15.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

15.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.