

Company Number: 2393175

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**WRITTEN RESOLUTION OF**  
**ROTHAMSTED RESEARCH LIMITED**

("the Company")

**Pursuant to Section 288 of the Companies Act 2006 ("the Act")**  
**passed on 10 December 2013**

We, the undersigned members of the Company, having taken account of the matters set out in Appendix 1, hereby pass the following proposed resolution as a Special resolution:


1 That the articles of association attached to this resolution be adopted in place of the current articles of association of the Company.

Signature:



Name: LORD DE RAMSEY

Signature:



Name: PROFESSOR NICHOLAS J. TULBURT

Signature:



Name: Stephen Vacher

Dated: 10 December 2013

TUESDAY



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17/12/2013

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COMPANIES HOUSE

Company Registered Number 2393175

Charity Number 802038

**THE COMPANIES ACT 2006  
CHARITY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
OF  
ROTHAMSTED RESEARCH**

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**1 PRELIMINARY**

1 1 The name of the company shall be Rothamsted Research and in this document it is called the Charity

1 2 The regulations contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Charity and these Articles alone shall constitute the regulations of the Charity

**2 DEFINITIONS AND INTERPRETATION**

2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context

“Act” the Companies Act 2006 (as amended from time to time)

“these Articles” these Articles of Association, whether as originally adopted or as from time to time altered by special resolution

“Board” the Board of Trustee Directors of the Charity from time to time

“Chairperson” The chairman of the Board as appointed under Article 16 3 or, if different, the person appointed to chair a Board meeting (as the context requires)

“Charity” Rothamsted Research, the company regulated by these Articles

“clear days” in relation to the period of a notice, clear days means a period excluding the day the notice is given or deemed to be given and the day for which the notice is given or on which it is to take effect

“Commission” the Charity Commission for England and Wales

“Company Records” any register, index, accounting records, agreement, memorandum, minutes or other document required by the Companies Act to be kept by the Charity

“Conflict” has the meaning given in Article 21 1 of these

## Articles

"Electronic Address"	any address or number used for the purposes of sending or receiving documents or information by Electronic Means
"Electronic Form"	has the meaning given in section 1168 of the Act
"Electronic Means"	has the meaning given in section 1168 of the Act
"Governance Framework"	has the meaning given in Article 20 1 of these Articles
"Institute Director"	The chief executive officer of the Charity
"Member"	a member of the Charity who is admitted to membership in accordance with these Articles
"Object"	has the meaning given in Article 3 of these Articles
"Trustee Director"	the Trustee Directors of the Charity for the time being and being Charity trustees as defined by Section 97 of the Charities Act 1993
"United Kingdom"	Great Britain and Northern Ireland
2 2	Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, limited liability partnerships, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality)
2 3	Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity
3	<b>THE OBJECT</b>
3 1	The Charity's object is For the benefit of the public to advance the science of agriculture by the initiation, prosecution, development and continuance of investigations and experiments related thereto and including, but not limited to, the following

- 3 1 1 The chemistry physics and biology of soils especially in relation to the responses of crops to mineral nutrients water soil compaction drainage tillage practices and microbial processes
- 3 1 2 The biochemistry and molecular and cell biology of plants and arable crops
- 3 1 3 The physiological responses of plants and arable crops to environmental and agronomic factors and the physics of crop microclimate
- 3 1 4 The biology, ecology, behaviour and dispersal of plants, animals, fungi, bacteria and viruses
- 3 1 5 Processes compounds and organisms capable of monitoring predicting and controlling pests and diseases of crops
- 3 1 6 Biomathematics including statistical and computing services
- 3 1 7 The impact of agricultural practices and operations on the natural and semi-natural environment and means of minimising or eliminating damaging or undesirable effects produced by such practices and operations
- 3 1 8 The interactions between soil, microbes, plants, animals, water and the atmosphere within grassland-dominated agricultural landscapes in order to support sustainable, multifunctional land management systems that are adaptable to different production and/or environmental goals, that help protect our natural resources, that help mitigate against, and adapt to, climate change and that take account of changing social, economic, policy and environmental conditions
- 3 1 9 To ensure that the research undertaken is complementary to related studies elsewhere while providing for regional diversity in the environment and in agricultural practice, and to collaborate in joint programmes where appropriate
- 3 1 10 To promote the dissemination and extension of research findings alone or in association with other charitable organizations having objects similar to the objects of the Charity and to facilitate the uptake of research results by industry
- 3 1 11 To extend these activities to provide technical aid to developing countries as defined from time to time by the Organisation for Economic Co-Operation and Development

#### **4 POWERS OF THE CHARITY**

- 4 1 The Charity has power to do anything which is calculated to further the Object, or which is conducive or incidental to doing so In particular, the Charity has power to
  - 4 1 1 promote and undertake research of a fundamental, strategic and applied nature related to the science of agriculture,

- 4 1 2 disseminate the results of all research through publication in journals, various publications appropriate to the audience being sought, and at presentations and events, and otherwise ensure public benefit is derived,
- 4 1 3 undertake training and education of any persons engaged in or associated with the science of agriculture and related subjects,
- 4 1 4 co-operate with other bodies and exchange information and advice with them,
- 4 1 5 prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so),
- 4 1 6 raise funds and ask for and receive contributions (including subscriptions, donations, legacies, grants, property and other gifts) provided that in raising funds the Charity shall not undertake any permanent activities of a trading nature except those allowed by charity law in force at the time,
- 4 1 7 invest in its own name or in the name of nominees monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,
- 4 1 8 lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company,
- 4 1 9 delegate, upon such terms and at such reasonable remuneration as the Charity shall think fit, to professional investment managers (the 'Managers') the exercise of all or any of the Charity's powers of investment on condition that
  - 4 1 9 1 such delegation shall be by an agreement which is made or evidenced in writing,
  - 4 1 9 2 the delegated powers shall be exercisable only within clear policy guidelines devised from time to time by the Charity and the Charity shall use reasonable endeavours to ensure that the guidelines are observed,
  - 4 1 9 3 the Managers shall be under a duty to report promptly to the Trustee Directors any exercise of the delegated powers, and in particular to report every transaction carried out by the Managers to the Trustee Directors within 14 days, and to report on the performance of investments managed by them at least every three months,
  - 4 1 9 4 the Charity shall be entitled at any time and without notice to review, alter or determine the delegation or its terms,
  - 4 1 9 5 the Charity shall review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months, but so that any failure by the Charity to undertake such review within the period of 12 months shall not invalidate the delegation,

- 4 1 10 appoint and constitute such advisory committees as the Board shall think fit,
- 4 1 11 borrow or raise money in such manner and upon such terms as the Charity shall think fit, subject to such consents as may be required by law,
- 4 1 12 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 4 1 13 purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges and construct, maintain and alter buildings or structures,
- 4 1 14 pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration, improvement or demolition of any such property,
- 4 1 15 sell, manage, let or mortgage, charge, dispose of or turn to account all or any of the property or assets of the Charity, subject to such consents as may be required by law,
- 4 1 16 print and/or publish in any media any printed materials, books, leaflets or similar matter,
- 4 1 17 purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description,
- 4 1 18 apply for, acquire, oppose, sub-licence or protect any patents, copyrights, other intellectual property rights or licences and the like,
- 4 1 19 establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Charity,
- 4 1 20 take and accept any gift of money, property or other assets whether subject to any special trust or not,
- 4 1 21 make grants or loans of money and to give guarantees,
- 4 1 22 undertake and execute charitable trusts,
- 4 1 23 establish subsidiary companies,
- 4 1 24 subject to Article 5, engage and pay any person or persons, including a Trustee Director, whether on a full-time or part-time basis and whether as consultant or employee to supervise, organise, carry on the work of and advise the Charity and to make any reasonable and necessary provision for childcare facilities and for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants,



- 4 1 25 where mented by the exceptionally specialised nature of the skills and/or experience required by the Company within its Board of Trustee Directors from time to time, to remunerate by honorarium and/or attendance allowance a Trustee Director who possesses those particular skills and/or experience In any event, whether at the time of being set (or at any subsequent review) such remuneration shall not exceed the maximum levels of honorarium and/or attendance allowance being paid by any one of the UK Research Councils (or their successor bodies) from time to time,
- 4 1 26 enter into any contract of insurance in respect of any matter in which the Charity has an insurable interest and any real or personal property in which the Charity shall have any interest and to insure the Charity in connection with any acts done or omitted to be done by any officers, employees and voluntary workers of the Charity on behalf of the Charity, including indemnity insurance for such persons (but not including anyone who is a Trustee Director or Member of the Charity),
- 4 1 27 provide indemnity insurance to cover the liability of the Trustee Directors or Members of the Charity 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 Charity, provided that any such insurance shall not extend to any claim arising from any act or omission which the claiming Trustee Director or Member knew to be a breach of trust or breach of duty or which was committed by him in reckless disregard of 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 costs of an unsuccessful defence to a criminal prosecution brought against the Trustee Directors in their capacity as Directors of the Charity,
- 4 1 28 acquire, merge with or enter into any partnership or joint venture arrangement with any other charity,
- 4 1 29 amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Charity and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Charity by these Articles of Association,
- 4 1 30 do all such other lawful things as shall further the attainment of the objects of the Charity or any of them

## **5 APPLICATION OF INCOME AND PROPERTY**

- 5 1 The income and property of the Charity shall be applied solely towards the promotion of the Object, subject to the following provisions.
- 5 2 A Trustee Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity
- 5 3 Subject to Article 4 1 27 a Trustee Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense

- 5 4 A Trustee Director may receive an indemnity from the Charity in the circumstances specified in Article 27 1
- 5 5 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member This does not prevent a Member who is not also a Trustee Director receiving
- 5 5 1 a benefit from the Charity in the capacity of a beneficiary of the Charity,
- 5 5 2 reasonable and proper remuneration for any goods or services or other provision supplied to the Charity
- 5 6 No Trustee Director may receive any financial benefit from the Charity, unless
- 5 6 1 the payment is permitted by this Article 5, or
- 5 6 2 the Trustee Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes,
- 5 6 3 in the capacity of a Trustee Director when authorised by resolution of the Board made pursuant to Article 4 1 25 to receive remuneration for the performance of Director's duties
- 5 7 A Trustee Director may receive a benefit from the Charity in the following circumstances
- 5 7 1 In the capacity of a beneficiary of the Charity,
- 5 7 2 In the capacity of an arms-length seller or purchaser of goods for value,
- 5 7 3 A Trustee Director may enter into an agreement for the supply of any services to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993,
- 5 7 4 A Trustee Director may receive interest on money lent to the Charity at a reasonable and proper rate to be selected by the Trustee Directors
- 5 7 5 A registered company of which a Trustee Director is a member may receive fees or other benefit in money or money's worth, in remuneration for services to the Charity
- 5 7 6 A Trustee Director may receive rent for premises let by the Trustee Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee Director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion
- 5 8 The payment of a benefit to a Trustee Director in accordance with Article 5 7 above includes the engagement or remuneration of any firm or company in which the Trustee Director is
- 5 8 1 a partner,
- 5 8 2 an employee,

- 5 8 3 a consultant,
- 5 8 4 a director, or
- 5 8 5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee Director holds less than 1% of the issued capital
- 5 9 In this Article 5
- 5 9 1 "Charity" shall include any company in which the Charity
- 5 9 1 1 holds more than 50% of the shares, or
- 5 9 1 2 controls more than 50% of the voting rights attached to the shares, or
- 5 9 1 3 has the right to appoint one or more directors to the Board of the company,
- 5 9 2 "Trustee Director" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee Director or any person living with the Trustee Director as his or her partner
- 5 10 The Trustee Directors may, in accordance with the requirements set out in the Articles, authorise any matter proposed to them by any Trustee Director which would, if not authorised, involve a Trustee Director breaching his duty under section 175 of the Act to avoid conflicts of interest
- 6 WINDING UP OR DISSOLUTION**
- 6 1 If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be given or transferred to some other charitable body or bodies having Objects similar to the Object of the Charity and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Charity under or by virtue of Article 5 hereof, such body or bodies to be determined by the Members of the Charity at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body
- 6 2 In the event of a conflict arising for one or more of the Members in relation to the distribution of assets, the Members will appoint an independent person to determine the charitable body or bodies to which assets are transferred according to the Deadlock provisions defined herein at Article 28
- 7 MEMBERS**
- 7 1 The Members at the date of adoption of these Articles shall be as follows
- 7 1 1 The Biotechnology and Biological Sciences Research Council ("BBSRC"),

- 7 1 2 The Lawes Agricultural Trust Co Limited acting in the capacity of corporate trustee of the Lawes Agricultural Trust ("LAT"), and
- 7 1 3 The Chairperson (or the acting Chairperson should there be no Chairperson for any reason at that time) *ex officio*
- 7 2 No other person shall be admitted to membership of the Charity unless that person
- 7 2 1 Applies for membership in the form prescribed by the existing Members, and
- 7 2 2 Their application for membership is approved unanimously by the existing Members
- 7 3 The existing Members may reject an application for membership entirely at their discretion, and unless all existing Members approve an application it shall automatically be deemed rejected
- 7 4 Membership of the Charity is not transferable
- 7 5 Membership of the Charity shall terminate if the Member
- 7 5 1 is a corporate body and
- 7 5 1 1 is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due (without such inability to pay its debts having to be proved to the satisfaction of the court), or
- 7 5 1 2 any meeting of creditors (or any class or classes of creditors) of the Member is called, or
- 7 5 1 3 any step is taken in connection with any voluntary arrangement or any other compromise, assignment or any other arrangement for the benefit of any creditors of the Member (including a scheme or arrangement under part 26 of the Companies Act 2006), or
- 7 5 1 4 an application is made for an administration order by any person or the making of an administration order in relation to the Member, or
- 7 5 1 5 any notice is given of intention to appoint an administrator by any person, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Member, or
- 7 5 1 6 a receiver or manager or an administrative receiver is appointed in relation to any property or income of the Member, or
- 7 5 1 7 there is commenced a voluntary winding-up in respect of the Member, except a winding-up for the purpose of a bona fide amalgamation or reconstruction, or
- 7 5 1 8 a petition for a winding-up order is presented, or a winding-up order is made in respect of the Member, or
- 7 5 1 9 an application for, or the appointment of, a provisional liquidator by any

- person in respect of the Member is made, or
- 7 5 1 10 the Member is struck from the Register of Companies or an application for the Member to be struck off is made, or
  - 7 5 1 11 the Member otherwise ceases to exist (except in the case of a successor organisation which entirely or substantially assumes the role and function of the Member), or
  - 7 5 1 12 the Member materially changes the nature of its business, or
  - 7 5 1 13 the Member disposes of all or substantially all of its assets to any person, or
  - 7 5 1 14 any change of control of the Member takes place ("control" having the meaning given to it in section 840 of the Income and Corporation Taxes Act 1988),
- 7 5 2 is an individual and becomes bankrupt, insolvent, or makes any arrangement or composition with his or her creditors generally,
  - 7 5 3 is the Chairperson and ceases to serve in such capacity, or
  - 7 5 4 resigns by notice to the Charity and such resignation has taken effect in accordance with its terms unless, after such resignation, there would be no remaining Members
- 7 6 The minimum number of Members is three, and if any one of the Members shall have their membership terminated in accordance with the provisions of these Articles or under the Act, the remaining Members shall ensure that a new Member is identified and admitted to membership forthwith
  - 7 7 In the event that a Corporate Member identifies that their interests are, and will continue to be, fundamentally in conflict with the interests of the Charity then the Member will provide written notification to the remaining Members advising them of the conflict of interest and will resign as a Member of the Company giving not less than twelve months notice, or any such shorter period as the remaining Members may unanimously agree

## **8 LIABILITY OF MEMBERS**

- 8 1 The liability of the Members is limited
- 8 2 Every Member undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he, she or it is a member, or within one year after he, she or it ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he, she or it ceases to be a Member and of 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 one pound (£1)

**9 CORPORATE MEMBERS**

9 1 BBSRC and the LAT shall be corporate Members and they and any other corporate body which is admitted to membership in accordance with these Articles are referred to in these Articles as Corporate Members

9 2 Corporate Members will each nominate a permanent representative to act on behalf of the Corporate Member and carry out its functions as a Member. The duly nominated representative shall be of senior status and be acceptable to all other Members at the time of nomination

9 2 1 Corporate Members will advise each other and the Trustee Directors of their nominated representative. The name of the representative will be notified in writing to the registered offices of the other Members and to the Charity

9 2 2 The Corporate Members will provide 28 days' notice in writing of any permanent change in representative to the registered offices of the other Members and to the Charity

9 3 Corporate Members may exceptionally nominate an alternate representative of closely similar seniority or status on shorter notice as a temporary measure in the event that the Corporate Member's permanent representative is unavailable to perform their obligations on behalf of the Corporate Member

**10 GENERAL MEETINGS**

10 1 The Board may call general meetings at any time

10 2 Members may call general meetings in accordance with the provisions of the Act

**11 NOTICE OF GENERAL MEETINGS**

11 1 Unless otherwise stated in these Articles or the Act, a general meeting shall be called by the giving of at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting, the general nature of the business to be transacted, and the rights of a Member to appoint a proxy in accordance with the Act

11 2 Subject to the provisions of these Articles, notice of general meetings shall be given to all Members, all Trustee Directors and to the auditors in the form specified in Article 26

11 3 Provided that notice of the meeting is sent to all persons who are entitled to receive it, the non-receipt of said notice by any such person shall not invalidate the proceedings at that meeting

**12 PROCEEDINGS AT GENERAL MEETINGS**

12 1 No business shall be transacted at any general meeting unless a quorum of Members is present in person or by electronic means. Three persons entitled to vote upon the business to be transacted shall be a quorum

12 2 A general meeting shall commence at the time so appointed if a quorum is present. If a quorum is not present within thirty minutes of the time

appointed for the commencement of the meeting or if during the meeting a quorum ceases to be present the general meeting shall be 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 Trustee Directors may unanimously determine. If at the adjourned general meeting a quorum is not present within thirty minutes of the time appointed for the commencement of that meeting, the Member or Members present in person, and entitled to vote upon the business to be transacted, shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the adjourned meeting.

- 12.3 The authorised representative of LAT shall preside as chairperson at every general meeting of the Charity, except in relation to any general meeting (or part of general meeting) at which the chairperson's appointment or removal is being considered in which case such other person as the Members shall decide shall act as chairperson. If the authorised representative of LAT is not present fifteen minutes after the time appointed for the commencement of the meeting or is unwilling to preside as chairperson, the Members present shall elect one of their number to be chairperson of the meeting.
- 12.4 The chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for thirty days or more, in which case notice of the adjourned meeting shall be given as in the case of an original meeting.
- 12.5 No business may be transacted at any adjourned meeting other than the business which might properly have been transacted at the original meeting had the adjournment not taken place.
- 12.6 At any general meeting a resolution put to a vote at the meeting shall be decided on a show of hands.
- 12.7 After any vote on any resolution the chairperson shall declare both the number of votes cast in favour of and against the resolution and shall declare whether the resolution has passed or failed. Any such declaration shall be recorded in the minutes of the meeting and shall be conclusive evidence of whether a resolution has passed or failed.
- 12.8 A resolution in writing executed in accordance with the relevant provisions of Chapters 1 and 2 of Part 13 of the Act (as they relate to the passing of ordinary and special resolutions) shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of the requisite number of Members.
- 12.9 The Members will receive the most recent Annual Report and Annual Accounts at an appropriate general meeting.
- 13 VOTES OF MEMBERS**
- 13.1 On a show of hands every Member present in person or by proxy shall have one vote.

13 2 No objection shall be raised to the qualification of any voter except at the meeting, or adjourned meeting, at which the relevant vote is conducted, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive

**14 NUMBER OF TRUSTEE DIRECTORS**

14 1 Unless otherwise determined by ordinary resolution, the number of Trustee Directors shall be at least nine (9) but shall not be more than fifteen (15) At least one director shall be a natural person

**15 NO ALTERNATE TRUSTEE DIRECTORS**

15 1 A Trustee Director shall not be entitled to appoint an alternate Director

**16 APPOINTMENT AND RETIREMENT OF TRUSTEE DIRECTORS**

16 1 For the initial creation of the Board, the Trustee Directors, including the Chairperson and Deputy Chairperson shall be those who are Trustee Directors at the time of the adoption of these Articles The term of Trustee Directors so appointed shall not exceed 24 months from the date of adoption of these Articles Thereafter, and as vacancies arise, the following Articles 16 2 to 16 9 shall apply

16 2 The Trustee Directors shall be appointed as follows

16 3 In the case of the Chairperson, the Corporate Members shall -

16 3 1 Jointly nominate a suitable candidate who may or may not be a Trustee Director at the time of such nomination,

16 3 2 Notify the Board in writing of their proposed candidate,

16 3 3 Consult with the Board in relation to the proposed candidate,

16 3 4 Having received confirmation from the Board that it has agreed upon the appointment, proceed with the appointment or, if no such confirmation is given, reconsider the nomination and identify an alternative candidate

16 4 The remaining Board positions shall be filled as follows

16 4 1 Each Corporate Member shall

16 4 1 1 Nominate one person as a candidate for the position of Trustee Director, provided the person who is nominated is willing to act and permitted by law to do so,

16 4 1 2 Notify the remainder of the Board in writing of the proposed candidate,

16 4 1 3 Consult with the remainder of the Board in relation to the proposed candidate,

16 4 1 4 Having taken account of the views of the Board, proceed to appoint the candidate as a Trustee Director or otherwise reconsider the nomination and identify an alternative candidate



- 16 4 2 The remaining Board appointments shall be made by the Board (whether to fill any vacancy or to increase the number of Trustee Directors), provided the person so appointed is willing to act and is permitted by law to do so, and the appointment does not cause the number of Trustee Directors to exceed the maximum number of Trustee Directors as prescribed by these Articles
- 16 5 In the event that the Board fails, for whatever reason, to complete the required appointment/s pursuant to Article 16 4 2, then the Members shall have the right to appoint a Trustee Director at any time (whether to fill a vacancy or as an additional Trustee Director) by ordinary resolution, provided that the person who is to be appointed is willing to act, and is permitted by law to do so, and the appointment does not cause the number of Trustee Directors to exceed the maximum number of Trustee Directors as prescribed by these Articles
- 16 6 Where a Trustee Director appointed by a Corporate Member pursuant to Article 16 4 1 ceases to hold office for any reason the Corporate Member shall be entitled to appoint a replacement Trustee Director in accordance with the provisions of that Article
- 16 7 A Trustee Director's term of office shall be four years from the date of his or her appointment
- 16 8 Subject to Article 16 9, prior to the expiration of a Trustee Director's term of office the Board (or, in relation to the Chairperson, the Corporate Members) may vote, without that Trustee Director being present, to extend that Trustee Director's term of office for up to a further four years. Further extensions will only be possible with express permission of all the Members or re-appointment once a period of two years has elapsed
- 16 9 A Trustee Director who is offered and accepts the role of Chairperson may have his/her term of office extended (by unanimous resolution of the Corporate Members) for a further period of four years, even if he or she has already served as a Trustee Director for eight years in total
- 16 10 The Board shall appoint a Deputy Chairperson from amongst their number
- 17 DISQUALIFICATION AND REMOVAL OF TRUSTEE DIRECTORS**
- 17 1 The office of a Trustee Director shall be vacated if
- 17 1 1 he or she retires under Article 16 7 above, or
- 17 1 2 he or she becomes prohibited by law from being a director, or
- 17 1 3 he or she becomes bankrupt, insolvent, or makes any arrangement or composition with his or her creditors generally, or
- 17 1 4 he or she is, or may be, suffering from mental disorder and either
- 17 1 4 1 he or she is admitted in pursuance of an application for admission for treatment under the Mental Health Act 1983 (and any subsequent modification or replacement) or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960 (and any subsequent

modification or replacement), or

- 17 1 4 2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, *curator bonis* or other person to exercise powers with respect to his or her property or affairs, or
  - 17 1 5 he or she resigns his or her office by notice to the Charity and such resignation has taken effect in accordance with its terms, or
  - 17 1 6 he or she is absent, in person, from all of the meetings of the Board held within a period of twelve months provided that these constitute at least four consecutive meetings and the Board resolves that his or her office be vacated, or
  - 17 1 7 he or she is removed by resolution passed by the Members or the Trustee Directors on the grounds that the Trustee Director is guilty of conduct detrimental to, or of acting in any way that may undermine, the objects or reputation of the Charity, save that the Trustee Director may exercise any statutory rights which he or she may have to protest against his or her removal, or
  - 17 1 8 he or she is the Chairperson and the Corporate Members vote unanimously to remove him or her
- or
- 17 1 9 he or she dies

## **18 TRUSTEE DIRECTORS' REMUNERATION**

- 18 1 The Trustee Directors shall not be paid any remuneration unless it is authorised by Article 5
- 18 2 For clarity
- 18 2 1 Trustee Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or its committees or general meetings or otherwise in connection with the discharge of their duties that could not otherwise be reimbursed
- 18 2 2 The contribution of Trustee Directors in the form of specialist goods or services or other provision which they are equipped to provide, may be recognised and payment made only after approval at a Board meeting, the discussion and voting being in the absence of the Trustee Director(s) involved and in accordance with Article 5

## **19 POWERS OF TRUSTEE DIRECTORS**

- 19 1 Subject to the provisions of the Act, these Articles and to any directions given by special resolution of the Members, the business of the Charity shall be overseen by the Trustee Directors who may exercise all the powers of the Charity

- 19 2 No alteration of these Articles and no direction given by special resolution of the Members shall invalidate any prior act of the Trustee Directors which would have been valid if that alteration had not been made or that direction had not been given
- 19 3 A meeting of Trustee Directors at which a quorum is present may exercise all powers exercisable by the Trustee Directors
- 19 4 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Trustee Directors shall from time to time determine
- 20 GOVERNANCE OF THE CHARITY**
- 20 1 The Trustee Directors may from time to time establish a Governance Framework to ensure the proper conduct and effective management of the Charity, including as necessary any rules that the Trustee Directors deem to be appropriate in relation to matters such as the administration of the Charity, employment matters and expenditure of the Charity
- 20 2 Pursuant to these Articles and to the Governance Framework, the Trustee Directors may delegate any of their powers to any committee or employee or officer of the Charity or other person as the Trustee Directors think fit. Any such delegation may be made subject to any conditions which the Trustee Directors impose and may be collateral to their own powers and may be revoked or altered, save that any such committee or individual delegate must promptly report its decisions and proceedings to the Board
- 20 3 Any person, or member of any committee, to whom the Trustee Directors delegate their powers under the provisions of this Article 20, who has a direct or indirect interest that conflicts or may conflict with the interests of the Charity, must disclose that conflict to the Trustee Directors at the time of their appointment or as soon as the actual or potential conflict arises. Where any such conflict is disclosed, the Trustee Directors may impose such additional conditions on the delegation as they see fit in order to protect the interests of the Charity
- 20 4 The Trustee Directors will create or dissolve committees or sub-committees from time to time according to the need of the Charity, each having membership and terms of reference agreed by the Board. Such committees may include but are not limited to Finance, General Purpose, Audit, Remuneration and Science Advisory. The following will regulate such committees
- 20 4 1 Board responsibilities may be delegated from time to time to such committees to the extent permissible by law
- 20 4 2 Each committee shall be chaired by a Trustee Director and include any number of Trustee Directors, officers or any others invited for their expertise as appropriate and agreed by the committee chair
- 20 4 3 A committee may meet and adjourn as they think proper. Questions will be determined by a simple majority of Trustee Directors present and

entitled to vote as members of the committee

- 20 4 4 Any Trustee Director may participate in any committee meeting of the Trustee Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in such a manner shall be deemed to constitute presence in person at such meeting and a person so participating shall be entitled to vote and be counted in a quorum accordingly.
- 20 5 The appointment of the Institute Director shall be made by the Trustee Directors, who shall
  - 20 5 1 Agree upon a suitable description of duties and responsibilities as well as qualifications, skills and experience,
  - 20 5 2 Seek, if thought necessary, advice and assistance from any interested party or professional agency,
  - 20 5 3 Nominate a suitable candidate in accordance with the relevant criteria set out in the Governance Framework,
  - 20 5 4 Notify the Corporate Members in writing of the proposed candidate,
  - 20 5 5 Consult with the Corporate Members in relation to the proposed candidate,
  - 20 5 6 Having received confirmation from the Corporate Members that they have jointly agreed upon the appointment, shall proceed with the appointment or, if no such confirmation is given, reconsider the nomination and identify an alternative candidate.
- 20 6 Nothing in the Governance Framework shall be inconsistent with, or shall affect or repeal anything contained in these Articles. The provisions of these Articles shall prevail in the event that there is any inconsistency between the Articles and the Governance Framework.

## **21 TRUSTEE DIRECTORS' INTERESTS**

- 21.1 Unless authorised by the Trustee Directors in accordance with these Articles a Trustee Director must not vote on or be counted in the quorum in relation to any resolution of the Trustee Directors in which the Trustee Director has a direct or indirect interest that conflicts or may conflict with the interests of the Charity. Such an interest shall henceforth be referred to in these Articles as a "Conflict". For the avoidance of doubt, no such requirement relates to any decision to be made under Article 21 7 1.
- 21 2 Any authorisation under this Article will be effective only if
  - 21 2 1 the authorisation in question has been proposed by any Trustee Director for consideration at a meeting of Trustee Directors in the same way that any other matter may be proposed to the Trustee Directors under the provisions of these Articles or in such other manner as the Trustee Directors may determine from time to time,

- 21 2 2 the quorum at the meeting of the Trustee Directors at which the matter is considered is met without counting the Trustee Director who is the subject of the authorisation, and
- 21 2 3 the authorisation was agreed to without the Trustee Director who is the subject of the authorisation voting, or would have been agreed to if his or her vote had not been counted
- 21 3 Any authorisation of a Conflict under this Article 21 may (whether at the time of giving the authorisation or subsequently)
  - 21 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,
  - 21 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Trustee Directors may determine, and
  - 21 3 3 be terminated or varied by the Trustee Directors at any time provided that this will not affect anything done by the Trustee Director in accordance with the terms of the authorisation prior to such termination or variation
- 21 4 In authorising a Conflict the Trustee Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee Director has obtained any information through his or her involvement in the Conflict otherwise than as a Trustee Director of the Charity and in respect of which he or she owes a duty of confidentiality to another person the Trustee Director is under no obligation to
  - 21 4 1 disclose such information to the Trustee Directors or to any Trustee Director or other officer or employee of the Charity, or
  - 21 4 2 use or apply any such information in performing his or her duties as a Trustee Director,  
  
where to do so would amount to a breach of that confidence
- 21 5 Where the Trustee Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently)
  - 21 5 1 that the Trustee Director is excluded from discussions (whether at meetings of Trustee Directors or otherwise) related to the Conflict,
  - 21 5 2 is not given any documents or other information relating to the Conflict,
  - 21 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Trustee Directors in relation to any resolution relating to the Conflict
- 21 6 Where the Trustee Directors authorise a Conflict
  - 21 6 1 the Trustee Director will be obliged to conduct himself in accordance with any terms imposed by the Trustee Directors in relation to the Conflict,
  - 21 6 2 subject to Article 21 8, the Trustee Director will not infringe any duty he or

she owes to the Charity by virtue of sections 171 to 177 of the Companies Act 2006 provided he or she acts in accordance with such terms, limits and conditions (if any) as the Trustee Directors impose in respect of its authorisation

- 21 7 A Trustee Director's duty to avoid conflicts does not apply in relation to a proposed transaction or arrangement with the Charity where
  - 21 7 1 the Trustee Directors so decide, and
  - 21 7 2 the proposed transaction or arrangement is not prohibited by these Articles, and
    - 21 7 2 1 it is within the descriptions of the types of transactions and arrangements into which the Charity has power to enter as described in these Articles
- 21 8 Notwithstanding Article 21 6 2 above, a Trustee Director must declare to the other Trustee Directors the nature and extent of any Conflict in relation to a proposed transaction or arrangement with the Charity or in relation to a transaction or arrangement entered into by the Charity which has not previously been declared
- 21 9 Subject to Article 21 10, a Trustee Director is not required, by reason of being a Trustee Director (or because of the fiduciary relationship established by reason of being a Trustee Director), to account to the Charity for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustee Directors (subject to any terms, limits or conditions attaching to that authorisation), or which he or she derives from a transaction or arrangement with the Charity as described above, and no contract shall be liable to be avoided on such grounds
- 21 10 Article 21 9 does not permit a Trustee Director to keep any benefit that may be conferred upon him or her by a resolution of the Trustee Directors or of a committee of Trustee Directors if, but for Article 21 7, the resolution would have been void, or if the Trustee Director has not complied with Article 21 8

## **22 PROCEEDINGS OF THE TRUSTEE DIRECTORS**

- 22 1 Subject to the provisions of these Articles, the Trustee Directors may regulate their meetings as they think fit
- 22 2 The Trustee Directors must hold at least four (4) Board meetings in each calendar year, and the Chairperson or any two Trustee Directors may call one or more additional meeting(s) of the Trustee Directors
- 22 3 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote
- 22 4 Any Trustee Director may participate in a meeting of the Trustee Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in such a manner shall be deemed

to constitute presence in person at such meeting and, subject to these Articles and the Act, a person so participating shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to have been held in the place where the largest group of those participating is assembled or, if there is no such group, where the Chairperson then is.

- 22.5 The quorum for the transaction of the business of the Trustee Directors shall be five or one half of the number (rounded up if a fraction of a whole number) of Trustee Directors, whichever is the greater. If the number of Trustee Directors falls to less than five the continuing Trustee Directors or sole continuing Trustee Director may act, notwithstanding the vacancies in their number, only for the purposes of filling vacancies or calling a general meeting.
- 22.6 The Corporate Members shall appoint the Chairperson and may remove him or her from that office, in accordance with the provisions of these Articles. Unless he or she is unwilling to do so, the Trustee Director so appointed shall preside at every meeting of the Trustee Directors at which he or she is present. If there is no Chairperson or if the Trustee Director holding that position is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Deputy Chairperson shall be the Chairperson for that meeting. If the Trustee Director holding that position is unwilling to preside or is not present the Trustee Directors present may appoint one of their number to be Chairperson of that meeting.
- 22.7 All acts done by any meeting of the Trustee Directors, of any delegate of the Board pursuant to Article 20, or by any person acting as a Trustee Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Trustee Director or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee Director and had been entitled to vote.
- 22.8 A resolution in writing, signed by all the Trustee Directors entitled to receive notice of a meeting of Trustee Directors or signed by all members of a committee constituted pursuant to Article 20 or signed by an individual delegate pursuant to Article 20 shall be as valid and effectual as if it had been passed at an appropriately quorate meeting of the said Trustee Directors, committee or delegates, respectively. Such a resolution may consist of several documents in identical form each signed by one or more Trustee Directors or members of the committee (as the case may be).
- 22.9 The Trustee Directors may invite any third party, including Members, to attend a meeting of the Board or any committee or sub-committee of the Board, standing or temporary and constituted in accordance with Article 20, as an observer or adviser in accordance with these Articles, provided that the observer or adviser shall take no part in any vote or decision taken by the Trustee Directors.

**23 SECRETARY**

23 1 The Trustee Directors may appoint a person selected by them to act as the Secretary of the Charity (who shall not be a Trustee Director) on such terms and conditions as they consider reasonable. The Trustee Directors may dismiss such Secretary and appoint any person in his or her place, except that the dismissal of a Secretary shall not take effect until such Secretary has been given the opportunity of appealing to the Charity in General Meeting against such dismissal and appearing in person before them in support of his or her appeal.

## **24 MINUTES**

24 1 The Trustee Directors shall cause minutes to be made in appropriate records kept for the purposes

24 1 1 of recording the names and addresses of all Members, and

24 1 2 of all appointments of officers made by the Trustee Directors, and

24 1 3 of all proceedings at meetings of the Charity and of the Trustee Directors, including the names of Trustee Directors present at each such meeting

## **25 ACCOUNTS AND ANNUAL REPORT**

25 1 No Member shall have any right of inspecting any company records of the Charity except as conferred by statute or authorised by the Trustee Directors or by ordinary resolution of the Charity

25 2 The Trustee Directors must prepare and keep company records as required by the Act

25 3 The Trustee Directors shall comply with the requirements of the Charities Act 1993 (and any subsequent modification or replacement) with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Commission

25 4 The Trustee Directors shall notify the Commission of any changes to the Charity's entry on the Register of Charities

## **26 NOTICES**

26 1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustee Directors need not be in writing

26 2 The Charity may give notice to a Member either personally or by sending it by first class post in a pre-paid envelope addressed to the Member at his or her address or by leaving it at that address, or (if he or she has no registered address within the United Kingdom) to or at the address, if any, within the United Kingdom supplied by him or her to the Charity for the giving of notices to him or her, but otherwise, no such Member shall be entitled to receive any notice from the Charity

26 3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted



- 26 4 Where the Act permits, the Charity may give written notice or send documents to a Member or Trustee Director by sending them in an Electronic Form to the Member's Electronic Address. Such documents or notice will be validly sent provided the Trustee Director or Member has provided an Electronic Address to the Charity and notified the Charity that it is willing to receive notices to that Electronic Address, and the Charity complies with the other requirements of the Act.
- 26 5 Subject to any requirement of the Act, documents and notices may be sent to the Charity in Electronic Form to the address specified by the Charity for that purpose and such documents and notices sent to the Charity are sufficiently authenticated if the identity of the sender is confirmed in the way the Charity has specified.
- 26 6 Where a notice is sent in an Electronic Form, notice shall be deemed to have been given at the expiration of 72 hours after the Electronic Form containing the same is sent. A Member present in person at any meeting of the Charity shall be deemed to have received notice of that meeting and, where required, the purpose for which it was called.
- 27 INDEMNITY**
- 27 1 Subject to the provisions of, and so far as may be permitted by, the Act and the Charities Act 1993 (and any subsequent modification or replacement) but without prejudice to any indemnity to which the person concerned may be otherwise entitled, every Trustee Director or other officer of the Charity shall be indemnified out of the assets of the Charity against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his or her duties or the exercise of his or her powers or otherwise in relation to or in connection with his or her duties, powers or office, providing that any such indemnity in relation to a Trustee Director shall only be valid in respect of any negligence, default, breach of duty or a breach of trust of which the Trustee Director may be guilty in relation to the Charity to the extent that it constitutes a qualifying third party indemnity provision as defined in Section 234 of the Act. The Charity may also, subject to the Act, provide funds to any Trustee Director or other officer (excluding the Auditors) or do anything to enable a Trustee Director or other officer to avoid incurring expenditure of the nature described in Section 205 of the Act.
- 28 DEADLOCK**
- 28 1 In the event of a Deadlock Situation arising between the Members they undertake first, to attempt to settle any dispute through informal and formal processes outside any official judicial system.
- 28 2 A Member wishing to raise an issue, giving rise to a Deadlock Situation, will, in the first instance, submit written notification to the other Members outlining the grounds for their dispute. The Member or Members raising the dispute processes will enter and facilitate a process to resolve the dispute by
- 28 2 1 A Voluntary Negotiation Meeting, where those in conflict will agree to meet and seek to resolve any dispute. This process will not involve the use of mediators or third party to facilitate any resolution. Any resolution must be agreed by all Members. The voluntary negotiation meeting is to

be held within fourteen days of the submission of any written notification

- 28 2 2 In the event that the Voluntary Negotiation Meeting does not reach agreement, the parties may appoint a third party, an independent mediator who is acceptable to all Members, to facilitate the resolution of the dispute at a further meeting. The Members agree that the first choice independent Mediator will be the President of the Royal Society OR an alternate selected by that person. This shall be a Mediation Meeting and the Mediator may submit a Mediator's Proposal, but such a proposal does not impose a resolution on all parties. The Mediation Meeting is to be undertaken within fourteen days of the conclusion of the Voluntary Negotiation meeting or such time as the mediator agrees with the parties.
- 28 2 3 In the event that the Mediation Meeting does not reach agreement, those Members in conflict may appoint legal representatives, or mutually agreed experts, to facilitate the resolution of the dispute. This shall be a Collaborative Meeting. The Members in conflict will submit their written notification to their appointed legal representatives, or agreed experts, and to each other. The Collaborative Meeting will not impose a resolution on Members unless all Members so agree. The Collaborative Meeting is to be undertaken within twenty eight days of the conclusion of the Mediation Meeting.
- 28 2 4 In the event that a Collaborative Meeting is unsuccessful, the Members agree that the dispute should be resolved by arbitration under the provisions of the Arbitration Act 1996 or any subsequent amendment or addition thereto or re-enactment thereof. The Members agree to refer a dispute to a mutually agreed Arbitration Panel, by whose decision (the Award) the Members agree to be bound, except in the case of manifest error.