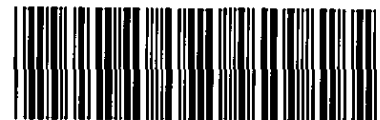


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Memorandum and Articles of Association
of
Futurelab Education

Osborne Clarke

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24/07/2010

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COMPANIES HOUSE

Companies Acts 1985 & 1989

Company limited by guarantee and not having a share capital

Memorandum of Association of

Futurelab Education

1. Name

The name of the company is Futurelab Education (the "Charity")

2. Registered office

The registered office of the Charity is in England and Wales

3. Objects

- 3 1 The objects of the Charity (the "Objects") are to advance the education of the public, in particular by carrying out research and development into the use of technology to provide, and to help provide, education

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects

- 4 1 To promote or carry out research
- 4 2 To provide advice
- 4 3 To publish or distribute information in any form
- 4 4 To co-operate and enter into partnerships, joint ventures and other arrangements with other bodies
- 4 5 To support, administer or set up other charities
- 4 6 To raise funds
- 4 7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4 8 To acquire or hire property of any kind
- 4 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4 10 To make grants or loans of money and to give guarantees
- 4 11 To set aside funds for special purposes or as reserves against future expenditure

- 4 12 To deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustees to be qualified to give it by his ability in and practical experience of financial and other matters relating to investment)
- 4 13 To delegate the management of investments to any person who is reasonably believed by the Trustees to be qualified to manage investments because of their ability in and practical experience of financial and other matters relating to investment provided that
- (a) the investment policy is set out in writing by the Trustees,
 - (b) the performance of the investments is reviewed regularly by the Trustees,
 - (c) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (d) all payments due to the delegate are on a scale or at a level which has been agreed in advance and are notified promptly to the Trustees on receipt by the delegate, and
 - (e) the delegate must not do anything outside the powers of the Trustees
- 4 14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required
- 4 15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 16 To insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4 17 Subject to clause 5, to employ paid or unpaid agents, employees or advisers and to provide pensions and other benefits for the employees of the Charity or their dependants
- 4 18 To enter into contracts to provide services to or on behalf of other bodies
- 4 19 To establish or acquire subsidiary companies
- 4 20 To pay the costs of forming the Charity

- 4 21 To open and operate bank accounts and banking facilities
- 4 22 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of any assets on any terms
- 4 23 To hold exhibitions, seminars, conferences, lectures, tours and courses
- 4 24 To enter into any licence or sponsorship agreement
- 4 25 To own and exploit any intellectual property rights (including by entering into any licence or other agreement providing for the payment of royalties)
- 4 26 To enter into any contract or agreement (including any finance lease)
- 4 27 To accept such transfers assignments and novations of the assets, liabilities and undertaking of such bodies, and to give such indemnities in respect of any liabilities properly incurred in relation thereto and such other warranties and undertakings, as the Trustees shall think fit
- 4 28 To do anything else within the law which promotes or helps to promote the Objects

5. Benefits to members and trustees

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity, but
 - (a) members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - (b) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - (c) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity, and
 - (d) members which are bodies established for exclusively charitable purposes may receive grants and other payments and distributions out of the property and funds of the Charity where they promote the Objects, and

for the avoidance of doubt, this clause will not prevent any member who is a Trustee from receiving any of the benefits referred to in clause 5 2

- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - (a) as mentioned in clauses 4 16, 5 1 (b), 5 1 (c), 5 3 or 5 4,

- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in relation to the affairs of the Charity,
- (c) an indemnity in respect of any liabilities properly incurred in relation to the affairs of the Charity (including the costs of a successful defence to criminal proceedings),
- (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

5 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services (including, in the case of any such firm or company, the services of the Trustee in question) in return for a payment or other material benefit but only if

- (a) the goods or services are actually required by the Charity,
- (b) 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 clause 5 5, and
- (c) no more than one half of the Trustees are subject to such a contract in any financial year

5 4 Any Trustee (or any firm or company of which a Trustee is a member or employee) may receive remuneration from the Charity for services provided by the Trustee in his capacity as a charity trustee provided that

- (a) the amount or maximum amount of the remuneration is set out in a contract in writing between the Charity and the Trustee receiving the remuneration,
- (b) the amount or maximum amount of the remuneration does not exceed what is reasonable in the circumstances for the provision by the Trustee of the services in question and is set in accordance with the procedure in clause 5.5, and
- (c) at any time there are only a minority of Trustees in respect of whom there is a contract of the kind mentioned in clause 5 4 (a) in force

and provided further that the Trustee's personal interest in the remuneration and/or contract referred to in clause 5 4 above shall not be treated (provided it is properly disclosed) as a personal interest in any or every other aspect of the Charity's affairs

5 5 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

- (a) declare an interest at or before discussion begins on the matter,
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting, and
- (d) withdraw during the vote and have no vote on the matter

5 6 This clause may not be amended without the prior written consent of the Commission

6. Limited liability

The liability of the members is limited

7. Guarantee

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8. Dissolution

8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects, and (subject thereto)
- (b) directly for the Objects or charitable purposes within or similar to the Objects, and (subject thereto)
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance

provided that such charitable bodies and purposes shall be determined by the Trustees in their absolute discretion at or before the time of winding up or dissolution

8 2 A final report and statement of account must be sent to the Commission

9. Interpretation

- 9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

Names & addresses of subscribers Signatures of subscribers

Dated

Witness to the above signatures

Signature of witness

Name

Address

Occupation

Companies Acts 1985 and 1989

Company limited by guarantee and not having a share capital

Articles of Association of

Futurelab Education

1. Membership

- 1 1 The number of members with which the Charity proposes to be registered is unlimited
- 1 2 The Charity must maintain a register of members
- 1 3 The subscribers to the Memorandum and the Trustees from time to time of the Charity shall be the members of the Charity
- 1 4 No person shall be a member who is not also a Trustee
- 1 5 Membership is terminated if the member concerned
 - (a) gives written notice of resignation to the Charity, or
 - (b) dies or;
 - (c) is 6 months in arrears in paying any subscription but in any such case the members may be reinstated by the Trustees on payment of the amount due, or
 - (d) makes an arrangement or composition with his creditors or being a company goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up, or
 - (e) ceases to be a Trustee
- 1 6 Membership of the Charity is not transferable

2. General meetings

- 2 1 General meetings are called on at least 21 clear days' written notice specifying the business to be discussed, the time and place of the meeting and, in the case of an AGM, shall specify the meeting as such
- 2 2 Notice shall be given to all of the members and the auditors provided that 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

- 2 3 The Board may call general meetings. A Trustee who wishes to request the Board to call a general meeting, but is unable within a reasonable period to convene a quorate meeting of the Board for such purpose, shall be entitled to call a general meeting of his or her own motion.
- 2 4 A general meeting may be held by way of a video or audio conference telephone or similar equipment designed to allow each participant to take part in the meeting (or by a combination of such media) provided that at all times the number of members participating in such meeting is sufficient to constitute a quorum. A member shall be deemed to participate in a general meeting if he or she can hear and be heard by each other member participating in the meeting. All members so participating shall be treated as being present at the meeting for the purpose of determining whether the quorum requirements are fulfilled.

Quorum

- 2 5 There is a quorum at a general meeting if the number of members present and entitled to vote on the business to be transacted is at least three or one-half of the members entitled to attend and vote at that meeting (whichever is the lesser).
- 2 6 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the chairman may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the members present shall be a quorum.

Chairman

- 2 7 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides as chairman at a general meeting. The chairman may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chairman shall determine.
- 2 8 No business shall be transacted at an adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of the adjournment or of the business to be transacted at any adjourned meeting.

Voting

- 2 9 A resolution put to the vote of a meeting shall be decided on a show of hands Any member participating in accordance with Article [2 3] may vote in such manner as the chairman of the meeting shall allow
- 2 10 On a show of hands every member who is present shall have one vote A member shall not be entitled to appoint a proxy
- 2 11 In the case of an equality of votes on any ordinary resolution, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have
- 2 12 A declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 2 13 A resolution in writing signed or approved by letter, facsimile transmission or electronic mail (or in such other manner as the members may approve) by or on behalf of all the members entitled to vote on the relevant resolution shall be as valid and effective as if it has been passed at a general meeting of the Company duly convened and held Such a resolution may consist of several documents each signed or approved by one or more of the members entitled to vote
- 2 14 No objection shall be raised to the qualification of any member to vote except at the meeting or adjourned meeting at which the vote objected to is or is to be tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive

AGMs

- 2 15 Subject to the provisions of the Companies Act, the Charity must hold an AGM in every year which all members are entitled to attend The first AGM must be held within 18 months after the Charity's incorporation
- 2 16 At an AGM the members
- (a) receive the accounts of the Charity for the previous financial year,
 - (b) receive the Trustees' report on the Charity's activities since the previous AGM,
 - (c) accept the retirement of those Trustees who wish to retire,
 - (d) elect persons to be Trustees to fill the vacancies arising,
 - (e) appoint auditors for the Charity,

- (f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
- (g) discuss and determine any issues of policy or deal with any other business put before them

EGMs

- 2 17 Any general meeting which is not an AGM is an EGM

3. The Trustees

- 3 1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3 2 The first Trustees are appointed by the subscribers to the Memorandum and will hold office until the second or, if the Trustees so resolve in relation to any first Trustee at any time before the first AGM of the Charity, until the third AGM of the Charity
- 3 3 The Board shall be composed of no fewer than five Trustees and no more than twelve Trustees (or such other maximum number as the Trustees may from time to time determine)
- 3 4 Subject to Article [3 2], the Trustees will be appointed by resolution of the members of the Charity at the AGM and must be nominated for appointment by the Trustees prior to the AGM
- 3.5 Subject to Article [3 2], a Trustee shall hold office from the end of the AGM at which he is appointed to the end of the second succeeding AGM or, if the members so resolve, the third succeeding AGM
Subject to Article [3 6], a retiring Trustee shall be eligible for re-appointment as a Trustee with effect from the end of the AGM at which he retires
- 3 6 A retiring Trustee who remains qualified to act may be reappointed for a maximum number of two consecutive terms of office unless the Trustees (other than the retiring Trustee in question) unanimously resolve that in their opinion he should be eligible for reappointment for any number of additional terms of office because of his particular involvement with, and the importance to the Charity of, any particular project or undertaking or any other aspect of the affairs of the Charity
- 3 7 Subject to the provisions of these Articles, the Trustees may by resolution appoint a person duly qualified to be appointed as a Trustee (a "co-opted Trustee") either to fill a vacancy or as an addition to the existing board of Trustees (but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles) but a co-opted Trustee holds office only until the next AGM

- 3 8 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

Vacation of office

- 3 9 A Trustee's term of office automatically terminates if he or she
- (a) is disqualified under the Charities Act 1993 from acting as a charity trustee,
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs,
 - (c) is absent from meetings of the Trustees without the consent of the Trustees for 6 consecutive months,
 - (d) is removed as a Trustee pursuant to the Act,
 - (e) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
 - (f) becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement,
 - (g) receives notice in writing to resign addressed to him or her at his address as shown in the register of Trustees and signed by all the other Trustees, or
 - (h) is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity
- 3 10 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 of the Board

4. Proceedings of the Board

- 4 1 The Trustees must hold at least three meetings of the Board each year
- 4 2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be the lower of three Trustees and one half (rounded up to the nearest whole number) of the number of Trustees for the time being holding office
- 4 3 The Trustees shall appoint one of the Trustees to act as Chairman for such period of time (not exceeding the appointee's term of office as Trustee) and with such responsibilities as they determine

- 4 4 A meeting of the Board 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 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chairman at each meeting
- 4 6 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4 7 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4 8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. Powers of Trustees

- 5 1 The Trustees have the following powers in the administration of the Charity
- (a) to appoint (and remove) any person (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act,
 - (b) to make standing orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings,
 - (c) to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
 - (d) to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity, and
 - (e) to exercise any powers of the Charity which are not reserved to a general meeting

Committees

- 5 2 The Board may delegate to any committee consisting of two or more individuals appointed by them any of their functions (including any powers or discretions) for such time and on such terms and conditions as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present

when it is passed are Trustees or it is ratified by the Board) provided that

- (a) at least one member of every committee must be a Trustee,
- (b) all proceedings of committee must be reported promptly to the Trustees, and
- (c) every committee must act in accordance with the terms and conditions on which any function is delegated to it but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying

Advisory boards

5 3 The Board may establish advisory boards comprising individuals who, in the opinion of the Board, have the relevant expertise and experience in dealing with issues affecting the Charity provided that

- (a) any advisory board will have none of the rights or powers exercisable by the Board or any committee other than a power to advise the Board on any matter referred to it by the Board,
- (b) the members of the advisory board will have none of the responsibilities of company directors or charity trustees, and
- (c) every advisory board must act in accordance with any terms and conditions imposed by the Board but, subject to that, the proceedings of the advisory board will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying

5 4 If the number of Trustees is less than the minimum for the time being prescribed by these Articles the remaining Trustee or Trustees shall act only for the purposes of appointing an additional Trustee or Trustees to make up such minimum or of convening a general meeting of the Charity for the purpose of making such appointment

6. Records & accounts

6 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

- (a) annual reports,
- (b) annual returns, and
- (c) annual statements of account

- 6 2 The Trustees must keep proper records of
- (a) all proceedings at general meetings,
 - (b) all proceedings at meetings of the Trustees,
 - (c) all reports of committees, and
 - (d) all professional advice obtained
- 6 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.
- 7. Notices**
- 7 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 7 2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - (b) two clear days after being sent by first class post to that address,
 - (c) three clear days after being sent by second class or overseas post to that address,
 - (d) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
 - (e) as soon as the member acknowledges actual receipt
- 7 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8. Dissolution

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

9. Interpretation

In the Memorandum and in these Articles

9 1 "the Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"Board" means the Board of trustees for the Charity

"Chairman" means the chair of the Board appointed in accordance with Article [4 3]

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's memorandum of association

"month" means calendar month

"the Objects" means the objects of the Charity as defined in clause 3 of the Memorandum

"Secretary" means the secretary of the Charity

"Trustee" means any director of the Charity (and "Trustees" means all of the directors)

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year

9 2 Expressions defined in the Act have the same meaning

9 3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

Names & addresses of subscribers Signatures of subscribers

Dated

Witness to the above signatures

Signature of witness

Name

Address

Occupation