



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7306386

The Registrar of Companies for England and Wales, hereby certifies that

**THE BLAVATNIK SCHOOL OF GOVERNMENT
FOUNDATION**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **6th July 2010**



N07306386K



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company



A fee is payable with this form
Please see 'How to pay' on the last page

☒ What this form is for
You may use this form to register a
private or public company

☐ What this form is NOT for
You cannot use this form to register
a limited liability partnership. To do
this, please use form LL IN01

TUESDAY



LD1
06/07/2010
COMPANIES HOUSE

4

Part 1 Company details

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *



Company details

Please show the proposed company name below

Proposed company
name in full 1

THE BLAVATNIK SCHOOL OF GOVERNMENT FOUNDATION

For official use

7306386

1 Duplicate names
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk



Company name restrictions 2

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☒ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

2 Company name restrictions
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk



Exemption from name ending with 'Limited' or 'Cyfyngedig' 3

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

3 Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk



Company type 4

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

4 Company type
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ¹

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

¹ Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ²

Please give the registered office address of your company

Building name/number C/O ACCESS INDUSTRIES (UK) LIMITED
 Street 40 QUEEN ANNE'S GATE
 Post town LONDON
 County/Region GREATER LONDON
 Postcode S W 1 H 9 A P

² Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ³

Please choose one option only and tick one box only

- Option 1 I wish to adopt one of the following model articles in its entirety. Please tick only one box
- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 2 I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only one box.
- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 3 ☒ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application

³ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ⁴

Please tick the box below if the company's articles are restricted

☒

⁴ Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments 1**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

| | |
|------------------|--|
| Title* | |
| Full forename(s) | |
| Surname | |
| Former name(s) 2 | |

1 Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

2 Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address 3**

| | |
|----------------------|--|
| Building name/number | |
| Street | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |

3 Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature 4**

I consent to act as secretary of the proposed company named in Section A1.

| | | |
|-----------|--|---|
| Signature | Signature  |  |
|-----------|--|---|

4 Signature

The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary

| | | |
|--|----------------|--|
| G1 Corporate secretary appointments ¹ | | 1 Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number |
| Please use this section to list all the corporate secretary appointments taken on formation | | |
| Name of corporate body/firm | | |
| Building name/number | | |
| Street | | |
| Post town | | |
| County/Region | | |
| Postcode | | |
| Country | | |
| G2 Location of the registry of the corporate body or firm | | |
| Is the corporate secretary registered within the European Economic Area (EEA)? ► Yes Complete Section C3 only ► No Complete Section C4 only | | |
| G3 EEA companies ² | | 2 EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk 3 This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC) |
| Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register | | |
| Where the company/firm is registered ³ | | |
| Registration number | | |
| G4 Non-EEA companies | | 4 Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register |
| Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register | | |
| Legal form of the corporate body or firm | | |
| Governing law | | |
| If applicable, where the company/firm is registered ⁴ | | |
| Registration number | | |
| G5 Signature ⁵ | | |
| I consent to act as secretary of the proposed company named in Section A1 | | 5 Signature The person named above consents to act as corporate secretary of the proposed company |
| Signature | Signature X | |

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Application to register a company

Director

| | | |
|--------------------------------|---|--|
| D1 | Director appointments 1 | |
| | Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5 | |
| Title* | MR | |
| Full forename(s) | THOMAS COLUM | |
| Surname | HARDING | |
| Former name(s) 2 | N/A | |
| Country/State of residence 3 | UK | |
| Nationality | BRITISH | |
| Date of birth | 2 2 0 6 1 9 7 1 | |
| Business occupation (if any) 4 | SOLICITOR | |
| | | |

1 Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

2 Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

3 Country/State of residence
This is in respect of your usual residential address as stated in section D4.

4 Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

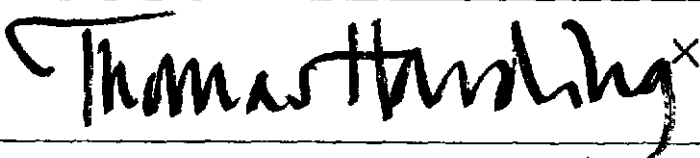
Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

| | | |
|----------------------|--|--|
| D2 | Director's service address 5 | |
| | Please complete the service address below. You must also fill in the director's usual residential address in Section D4. | |
| Building name/number | ACCESS INDUSTRIES (UK) LIMITED | |
| Street | 40 QUEEN ANNE'S GATE | |
| Post town | LONDON | |
| County/Region | GREATER LONDON | |
| Postcode | S W 1 H 9 A P | |
| Country | | |

5 Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state The Company's Registered Office if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

| | | |
|-----------|---|--|
| D3 | Signature 6 | |
| | I consent to act as director of the proposed company named in Section A1 | |
| Signature | Signature X  X | |

6 Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Director

| | | | |
|---|--|--|---|
| D1 | Director appointments 1 | | <p>1 Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>2 Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>3 Country/State of residence This is in respect of your usual residential address as stated in Section D4.</p> <p>4 Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p>Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p> |
| Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1 E5 | | | |
| Title* | | | |
| Full forename(s) | | | |
| Surname | | | |
| Former name(s) 2 | | | |
| Country/State of residence 3 | | | |
| Nationality | | | |
| Date of birth | <div> <div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div> </div> | | |
| Business occupation (if any) 4 | | | |

| | | | |
|--|--|--|---|
| D2 | Director's service address 5 | | <p>5 Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p> |
| Please complete the service address below. You must also fill in the director's usual residential address in Section D4. | | | |
| Building name/number | | | |
| Street | | | |
| Post town | | | |
| County/Region | | | |
| Postcode | <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> | | |
| Country | | | |

| | | | |
|--|---|--|---|
| D3 | Signature 6 | | <p>6 Signature The person named above consents to act as director of the proposed company.</p> |
| I consent to act as director of the proposed company named in Section A1 | | | |
| Signature | <div>Signature</div> <div> <div>X</div> <div>X</div> </div> | | |

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Application to register a company

Corporate director

| | | | |
|--|--|--|---|
| E1 | | Corporate director appointments ¹ | |
| | | Please use this section to list all the corporate directors taken on formation | |
| Name of corporate body or firm | | | 1 Additional appointments If you wish to appoint more than one corporate director, please use the Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number |
| Building name/number | | | |
| Street | | | |
| Post town | | | |
| County/Region | | | |
| Postcode | <div style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; text-align: center;"> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="width: 15%; height: 1.2em; border: 1px solid black;"></div> <div style="width: 15%; height: 1.2em; border: 1px solid black;"></div> <div style="width: 15%; height: 1.2em; border: 1px solid black;"></div> <div style="width: 15%; height: 1.2em; border: 1px solid black;"></div> <div style="width: 15%; height: 1.2em; border: 1px solid black;"></div> <div style="width: 15%; height: 1.2em; border: 1px solid black;"></div> </div> </div> | | |
| Country | | | |
| E2 | | Location of the registry of the corporate body or firm | |
| | | Is the corporate director registered within the European Economic Area (EEA)? ► Yes Complete Section E3 only ► No Complete Section E4 only | |
| E3 | | EEA companies ² | |
| | | Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register | 2 EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk 3 This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC) |
| Where the company/firm is registered ³ | | | |
| Registration number | | | |
| E4 | | Non-EEA companies | |
| | | Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register | 4 Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register |
| Legal form of the corporate body or firm | | | |
| Governing law | | | |
| If applicable, where the company/firm is registered ⁴ | | | |
| If applicable, the registration number | | | |
| E5 | | Signature ⁵ | |
| | | I consent to act as director of the proposed company named in Section A1 | 5 Signature The person named above consents to act as corporate director of the proposed company |
| Signature | <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="width: 45%;"> Signature <div style="border: 1px solid black; width: 100px; height: 1.2em; text-align: center; margin-top: 5px;">X</div> </div> <div style="width: 45%;"> <div style="border: 1px solid black; width: 100px; height: 1.2em; text-align: center; margin-top: 5px;">X</div> </div> </div> | | |

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Application to register a company

Part 3**Statement of capital**

Does your company have share capital?

- Yes Complete the sections below
 ► No Go to Part 4 (Statement of guarantee)

F1**Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

| Class of shares (E.g. Ordinary/Preference etc.) | Amount paid up on each share 1 | Amount (if any) unpaid on each share 1 | Number of shares 2 | Aggregate nominal value 3 |
|--|-----------------------------------|---|--------------------|---------------------------|
| | | | | £ |
| | | | | £ |
| | | | | £ |
| | | | | £ |
| Totals | | | | £ |

F2**Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency

| Class of shares (E.g. Ordinary/Preference etc.) | Amount paid up on each share 1 | Amount (if any) unpaid on each share 1 | Number of shares 2 | Aggregate nominal value 3 |
|--|-----------------------------------|---|--------------------|---------------------------|
| | | | | |
| | | | | |
| Totals | | | | |

Currency

| Class of shares (E.g. Ordinary/Preference etc.) | Amount paid up on each share 1 | Amount (if any) unpaid on each share 1 | Number of shares 2 | Aggregate nominal value 3 |
|--|-----------------------------------|---|--------------------|---------------------------|
| | | | | |
| | | | | |
| Totals | | | | |

F3**Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value 4

4 Total aggregate nominal value
 Please list total aggregate values in
 different currencies separately. For
 example £100 + € 100 + \$10 etc

1 Including both the nominal value and any
 share premium

3 Number of shares issued multiplied by
 nominal value of each share

2 Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation
 page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

Prescribed particulars

1

1 Prescribed particulars of rights attached to shares

The particulars are

- a. particulars of any voting rights, including rights that arise only in certain circumstances,
- b. particulars of any rights, as respects dividends, to participate in a distribution,
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

| Class of share | | 1 Prescribed particulars of rights attached to shares |
|-----------------------------|--|--|
| Prescribed particulars 1 | | <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p> |

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Application to register a company

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Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

| Subscriber's details | Class of share | Number of shares | Currency | Nominal value of each share | Amount (if any) unpaid | Amount paid |
|----------------------|----------------|------------------|----------|-----------------------------|------------------------|-------------|
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |

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Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

- Yes Complete the sections below
- No Go to Part 5 (Statement of compliance)

G1**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

| | |
|---------------------|--|
| Forename(s) 1 | THOMAS COLUM |
| Surname 1 | HARDING |
| Address 2 | ACCESS INDUSTRIES (UK) LIMITED, 40 QUEEN ANNE'S GATE, LONDON, GREATER LONDON, |
| Postcode | S W 1 H 9 A P |
| Amount guaranteed 3 | ONE POUND |

Subscriber's details

| | |
|---------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

Subscriber's details

| | |
|---------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

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Application to register a company

| Subscriber's details | |
|----------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

| Subscriber's details | |
|----------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

| Subscriber's details | |
|----------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

| Subscriber's details | |
|----------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

| Subscriber's details | |
|----------------------|--|
| Forename(s) 1 | |
| Surname 1 | |
| Address 2 | |
| Postcode | |
| Amount guaranteed 3 | |

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- ▶ No Go to Section H1 (Statement of compliance delivered by the subscribers)
- ▶ Yes Go to Section H2 (Statement of compliance delivered by an agent)



Statement of compliance delivered by the subscribers

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

1 Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

IN01

Application to register a company

| | | | |
|------------------------|----------------|---|--|
| Subscriber's signature | Signature X | X | Continuation pages Please use a 'Statement of compliance' delivered by the subscribers' continuation page if more subscribers need to sign |
| Subscriber's signature | Signature X | X | |
| Subscriber's signature | Signature X | X | |
| Subscriber's signature | Signature X | X | |

B2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

| | | | | | | | |
|----------------------|--|-----------------------|---|---|---|---|---|
| Agent's name | STONE KING SEWELL LLP | | | | | | |
| Building name/number | 16 | | | | | | |
| Street | ST JOHN'S LANE | | | | | | |
| Post town | LONDON | | | | | | |
| County/Region | GREATER LONDON | | | | | | |
| Postcode | E | C | 1 | M | 4 | B | S |
| Country | I confirm that the requirements of the Companies Act 2006 as to registration have been complied with | | | | | | |
| Agent's signature | Signature X | Stone King Sewell LLP | | | | | X |

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Application to register a company



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
MR J BURCHFIELD

Company name
STONE KING SEWELL LLP

Address
16 ST JOHN'S LANE

Post town
LONDON

Country/Region
GREATER LONDON

Postcode

| | | | | | | |
|---|---|---|---|---|---|---|
| E | C | 1 | M | 4 | B | S |
|---|---|---|---|---|---|---|

Country
UK

DX
DX 53314 CLERKENWELL

Telephone
020 7796 1007



Certificate

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agent's address (Given in Section H2)



Checklist

We may return forms completed incorrectly or with information missing:

Please make sure you have remembered the following:

- ☒ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☒ You have used the correct appointment sections.
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☒ All relevant attachments have been included.
- ☒ You have enclosed the Memorandum of Association.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



How to pay

A fee of £20 is payable to Companies House to register a company.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption
If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANIES ACT 2006
COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
THE BLAVATNIK SCHOOL OF GOVERNMENT FOUNDATION

Incorporated on

Company No:
Charity No:

Stone Sewell

BATH * LONDON * CIRENCESTER * CAMBRIDGE
www.skslaw.co.uk

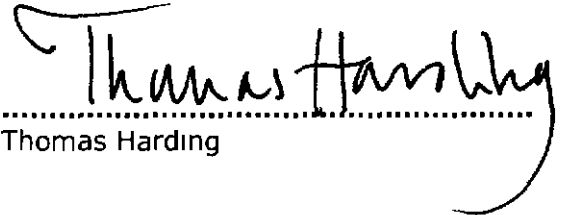
COMPANIES ACT 2006
COMPANY NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
THE BLAVATNIK SCHOOL OF GOVERNMENT FOUNDATION

The subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become the member of the company

Name of each subscriber

Thomas Harding

Authentication by each subscriber


.....
Thomas Harding

Date: 6th July 2010
.....

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

THE BLAVATNIK SCHOOL OF GOVERNMENT FOUNDATION

Incorporated on

Company No.
Charity No.

Stone Sewell

BATH * LONDON * CIRENCESTER * CAMBRIDGE
www.skslaw.co.uk

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE BLAVATNIK SCHOOL OF GOVERNMENT FOUNDATION

1 NAME

The name of the company is **The Blavatnik School of Government Foundation** (the "**Charity**").

2 REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3 OBJECTS

3.1 The objects of the Charity (the "**Objects**") are the advancement of education for the public benefit, in particular by the support of The Blavatnik School of Government (the "**School**") at the University of Oxford, such support to include, but not be limited to, the provision of grants and bursaries for students studying at the School.

3.2 Article 3.1 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

4.1 to receive, administer and distribute funds to or for the purposes of the School;

4.2 to promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays and classes,

4.3 to promote or carry out research surveys, studies or other work, making the useful results available,

4.4 to provide advice;

4.5 to provide, publish or distribute information, to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;

4.6 to advertise in such manner as may be thought expedient,

4.7 to co-operate with other bodies;

4.8 to support, administer or set up other charities;

4.9 to establish charitable trusts for any particular purposes of the Charity, to act as trustees of such special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;

- 4 10 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.11 to receive and administer bequests and donations;
- 4.12 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.13 to acquire or hire property of any kind;
- 4.14 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4 15 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4 16 to set aside funds for special purposes or as reserves against future expenditure,
- 4.17 to deposit or invest in 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) provided that the Charity shall have power to retain any investments donated to it;
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that.
 - 4 18 1 the investment policy is set down in writing for the Financial Expert by the Trustees,
 - 4.18.2 timely reports of all transactions are provided to the Trustees,
 - 4.18.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4 18.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4 18.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.18 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;
 - 4 18.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4 19 to arrange for investments or other property of the Charity 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;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4 21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.22 to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in Article 4 23, but subject to the restrictions specified in Article 4.24 of this Article,

- 4.23 The liabilities referred to in Article 4.22 are:
- 4.23.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - 4.23.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);
- 4.24 The following liabilities are excluded from Article 4.23.1:
- 4.24.1 fines;
 - 4.24.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - 4.24.3 liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;
- 4.25 There is excluded from Article 4.23.2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 4.26 subject to Article 5 to employ paid or unpaid agents, staff or advisers,
- 4.27 to enter into contracts to provide services to or on behalf of other bodies,
- 4.28 to establish or acquire subsidiary companies,
- 4.29 to pay the costs of forming the Charity; and
- 4.30 to do anything else within the law which promotes or helps to promote the Objects.
- 5 BENEFITS AND CONFLICTS FOR 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 but:
- 5.1.1 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; and
subject to compliance with Article 5.4.
 - 5.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity,
 - 5.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 5.1.4 Individual Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except.
- 5.2.1 as mentioned in Articles 4.22–4.25, 5.1.2, 5.1.3, 5.1.4, or 5.3;

- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the Members)
- 5.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 5.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity (stating the maximum to be paid), to supply goods or services in return for a payment or other material benefit but only if:
 - 5.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.3.2 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 5.4, and
 - 5.3.3 no more than one-third of the Trustees are subject to such a contract in any financial year
- 5.4 Subject to Article 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees,
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 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 Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee
 - 5.5.1 to continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 5.5.2 to disclose information confidential to the Charity to a third party, or
 - 5.5.3 to 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 material benefit from the Charity, or to refrain from taking any step required to remove the conflict.
- 5.6 A Conflicted Trustee who obtains (other than through his position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict

in accordance with Article 5.4 and then withholds such confidential information from the Charity.

- 5.7 For any transaction or arrangement authorised under Articles 4.22 to 4.25, 5.1.2 to 5.1.4, 5.2 and 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.4 have been followed

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of Members
- 6.2 The first Member of the Charity shall be the subscriber to the Memorandum of Association.
- 6.3 Subsequent Members of the Charity shall be any individual or organisation who or which is approved by the Benefactor, and who, in the case of an individual, agrees to abide by the School Principles at Appendix 1 to these Articles
- 6.4 Every Member must consent in writing to become a Member, and the form and procedure for applying for Membership is to be prescribed by the Trustees.
- 6.5 Membership is terminated if the Member concerned.
- 6.5.1 gives written notice of resignation to the Charity,
- 6.5.2 dies or if an organisation ceases to exist
- 6.6 Membership of the Charity is not transferable.
- 6.7 Any corporate or unincorporated organisation that is a Member of the Charity may nominate any person to act as its duly authorised representative at any meeting of the Charity, provided that.
- 6.7.1 the organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity,
- 6.7.2 any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation;
- 6.7.3 the duly authorised representative of an unincorporated organisation shall be entered in the register of Members as the Member, with the name of the unincorporated organisation which they represent noted next to them.

7 LIMITED LIABILITY

The liability of Members is limited

8 GUARANTEE

Every Member promises if the Charity is dissolved while he/she or it remains a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while he/she or it was a Member.

9 GENERAL MEETINGS OF MEMBERS

9.1 General Meetings

9.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from the requisite number of Members in accordance with the Act

9.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

9.2 Notice

9.2.1 Subject to Article 9.2.2, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying the time, date and place of the meeting; the general nature of the business to be transacted; and notifying Members of their right to appoint a proxy.

9.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

9.2.3 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors

9.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

9.3 Quorum

9.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy, or by the duly authorised representative of an organisation, is one or 50% of the total membership, whichever is the greater

9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting 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.

9.4 Chairman

9.4.1 The Chairman shall preside at each meeting, and the Chairman shall be the Benefactor or (if the Benefactor is unable or unwilling to do so and has not nominated a replacement) some other Trustee elected by the board of Trustees in order to preside at a general meeting

9.4.2 If no such Trustee is willing to act as chairman, or if no other Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chairman

9.5 Adjournment

The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be

transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice

9.6 Voting General

9.6.1 On a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a Member entitled to vote, shall have one vote

9.6.2 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

9.6.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

9.7 Poll Voting

9.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded

(A) by the chairman; or

(B) by at least two Members having the right to vote at the meeting, or

(C) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member

9.7.2 Unless a poll is duly demanded a declaration by the chairman 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.

- 9.8 A demand for a poll may be withdrawn if the poll has not yet been taken, and the chairman consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

9.8.1 A poll shall be taken as the chairman directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

9.8.2 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

9.8.3 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

9.9 **Proxy Voting**

9.9.1 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy.

9.9.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which:

- (A) states the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;
- (B) identifies the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed,
- (C) is executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and
- (D) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

9.9.3 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:

- (A) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,
 be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,
- (C) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (D) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

9.9.4 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

9.9.5 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the

appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.10 Written Resolutions

Subject to the provisions of the Act:

9 10.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the Members

9.10 2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the Members; and states that it is a special resolution.

9.10 3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution

9.10.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

9 10.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it

(A) by the Member's signature if the document is in Hard Copy Form, or

(B) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.

9 10.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

10 THE TRUSTEES

10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

10.2 The first Trustee shall be the subscriber to the Memorandum. Future Trustees shall be appointed as subsequently laid out in these Articles.

10.3 Except for as long as the first Trustee is the sole Trustee, the number of Trustees shall consist of at least three, but (unless otherwise determined by ordinary resolution) no more than twelve individuals

10.4 The Charity shall have such Trustees as shall be appointed in accordance with article 10.5.

10.5 A majority in number of the Members may, by written notice to the Charity, appoint and remove (and appoint other persons in place of those removed) persons to be Trustees from time to time.

- 10.6 Every Trustee (other than the subscriber(s) to the Memorandum) 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
- 10.7 The term of office for a Trustee who is not the Benefactor shall be such period as is set out in the written notice appointing him or her.
- 10.8 A Trustee's term of office automatically terminates if he or she:
 - 10.8.1 is disqualified under the Charities Act from acting as a Charity Trustee;
 - 10.8.2 is incapable, whether mentally or physically, of managing his or her own affairs,
 - 10.8.3 (save in the case of the Benefactor) is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the other Trustees to resign;
 - 10.8.4 ceases to be a Member, unless he or she is the Benefactor;
 - 10.8.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 10.8.6 is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 10.9 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.
- 10.10 Every Trustee (other than the subscriber(s) to the Memorandum) must sign a declaration of willingness to act as a Trustee of the Charity and, in the case of an individual, to agree to abide by the School Principles at Appendix 1 to these Articles before he or she is eligible to vote at any meeting of the Trustees.

11 PROCEEDINGS OF TRUSTEES

- 11.1 The Trustees must hold at least one meeting each year
- 11.2 A quorum at a meeting of the Trustees is two or fifty percent of the total number of Trustees, whichever is the greater.
- 11.3 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 simultaneously.
- 11.4 The Chairman shall preside at each meeting, and the Chairman shall be the Benefactor (if a Trustee) or (if the Benefactor is unable or unwilling to do so and has not nominated a replacement) some other Trustee chosen by the Trustees present.
- 11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all 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 and will be treated as passed on the date of the last signature.
- 11.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 11.7 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement

with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.

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

12 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 12.1 to appoint a Treasurer and other honorary officers from among their number;
- 12.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),
- 12.3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 12.4 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
- 12.5 to make regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any),
- 12.6 to establish procedures to assist the resolution of disputes within the Charity, and
- 12.7 to exercise any powers of the Charity which are not reserved to the Members

13 RECORDS & ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 13.1.1 annual reports,
- 13.1.2 annual returns; and
- 13.1.3 annual statements of account.
- 13.2 The Trustees must keep records of:
- 13.2.1 all proceedings at general meetings;
- 13.2.2 all proceedings at meetings of the Trustees,
- 13.2.3 all reports of committees, and
- 13.2.4 all professional advice obtained.
- 13.3 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
- 13.4 A copy of the Charity's latest available annual accounts must be supplied on request to any Trustee or Member

14 **MEANS OF COMMUNICATION TO BE USED**

(In this Article “**Document**” includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

14.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.

14.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

14.4 The Charity may deliver a Document to a Member.

14.4.1 by delivering it by hand to the postal address recorded for the Member on the register,

14.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;

14.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing,

14.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing,

14.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing, or

14.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

14.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

14.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

14.6.1 forty eight hours after it was posted, if first class post was used, or

14.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

14.6.3 properly addressed; and

14.6.4 put into the post system or given to delivery agents with postage or delivery paid.

14.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered forty eight hours after it was sent.

- 14.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.
- 14.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 14.11 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
- 14.12 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 14.13 A Member who does not register an address with the Charity shall not be entitled to receive any notice from the Charity.

15 EXCLUSION OF MODEL ARTICLES

The model Articles if any for a company limited by guarantee are hereby expressly excluded

16 INDEMNITY

Subject to the provisions of the Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity 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 Charity.

17 AMENDMENTS

No material amendment to these Articles (other than any amendments requested or required by the Charity Commission for England and Wales or made in response to change of law) will be made without the consent of the Vice-Chancellor for the time being of the University of Oxford, such consent not to be unreasonably withheld or delayed.

18 DISSOLUTION

- 18.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:

18.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

18.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

18.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

18.3 This Article may not be amended without the prior written consent of the Commission

19 **INTERPRETATION**

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

19.2 Throughout these Articles of Association, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the Articles of Association of the Charity is the law of England and Wales.

19.3 In these Articles.

"**Act**" means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity,

"**Address**" includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

"**AGM**" means an annual general meeting of the Charity;

"**these Articles**" means these articles of association;

"**Benefactor**" means Mr Len Blavatnik, or such other person as he may have notified in writing to the Trustees to act as either his successor in title or (in the event of his being unable to fulfil any element of the Benefactor's role in his lifetime) any person appointed by the Benefactor to act as his representative. If no such written notification shall have been given to the Trustees of his successor in title, then the Members shall choose his successor in title having regard to any wishes expressed by Mr Blavatnik in his lifetime;

"**Chairman**" means the person elected under Article 11.4 to chair Trustees' meetings and other meetings as laid out in these Articles

"**Charities Act**" means the Charities Acts 1992 to 2006, including any statutory modifications or re-enactment thereof for the time being in force, and any provisions of the Charities Act 2006 for the time being in force,

"**Charity**" means the company governed by these Articles,

"**Charity Trustee**" has the meaning prescribed by section 97(1) of the Charities Act 1993;

"**Circulation Date**" has the meaning prescribed by section 290 of the Companies Act 2006,

"**Clear Day**" means 24 hours from midnight following the relevant event,

"**Commission**" means the Charity Commission for England and Wales or any body which replaces it;

"**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 stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

"**Connected Person**" means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a

Charity Trustee or a trustee for a charity within the meaning of the Charities Act 2006;

"EGM" means an extraordinary general meeting of the Charity;

"Electronic Form" and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006;

"Eligible Member" has the meaning prescribed by the Companies Act 2006,

"executed" includes any mode of execution;

"Financial Expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"firm" includes a Limited Liability Partnership,

"Hard Copy Form" has the meaning prescribed by the Companies Act 2006,

"Member" and **"Membership"** refer to company membership of the Charity;

"Memorandum" means the Charity's memorandum of association;

"month" means calendar month;

"Objects" means the Objects of the Charity as defined in Article 3;

"School" means The Blavatnik School of Government at the University of Oxford,

"School Principles" means the principles set out in Appendix 1,

"Secretary" means the Secretary of the Charity;

"Taxable Trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

"Trustee" means a director of the Charity and **"Trustees"** means the directors;

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy, Electronic Means or otherwise; and

"year" means calendar year.

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

19.5 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

APPENDIX 1

STATEMENT OF SCHOOL PRINCIPLES

The Trustees have a duty, individually and collectively, to ensure by the proper exercise of the powers vested in them that the following principles are observed and upheld (in each case only to the extent that they advance the charitable Objects of the Charity):

The Blavatnik School of Government (the "**School**") shall exist to serve the public good, by enhancing governance, in both the public and private sectors, through the provision of advanced education and training of the highest quality to future leaders from all quarters of the globe, and through the promotion of the study of public policy and its administration.

The principal emphasis of the School shall be placed on providing such education and training to the highest academic standards, complemented by research activities of equal distinction. In working with its students, it shall give priority to practical and current tasks facing governments throughout the world.

The School will include within its field of research and teaching questions concerning the principles of the free market, and of democratic and accountable government; the just liberties of the citizen, the right of citizens to work and enjoy the fruits of their labour, and the rights of sovereign states, lawfully constituted, to live at peace within their borders, and to participate freely in the global economy.

The School shall strive (to the extent that this activity fulfils an educational purpose) to promote international co-operation in the understanding and solving of shared problems, including in areas such as conflict-resolution and the building of bridges between different cultures and faiths, and with special reference to transatlantic relations and the contribution of Europe to global peace and prosperity.

Sanctions: That if any Trustee or Member seeks to depart from these Principles, or to maintain positions inimical to their spirit or letter, it shall be expected that the Members and Trustees (other than the individual concerned) shall require that Member or Trustee's resignation, and, if necessary, effect the said Trustee's removal from office.