

**FILE COPY**



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

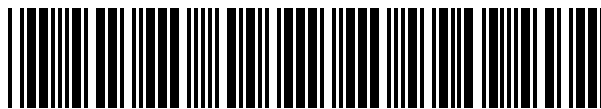
Company Number **13471389**

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

**CAMBRIDGE BIOMEDICAL CAMPUS LTD**

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 and Wales

Given at Companies House, Cardiff, on **22nd June 2021**



\*N13471389N\*



**Companies House**



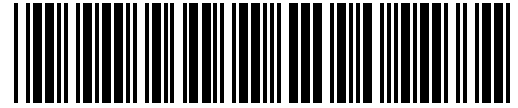
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **22/06/2021**

XA77GYUP

*Company Name in  
full:*

**CAMBRIDGE BIOMEDICAL CAMPUS LTD**

*Company Type:*

**Private company limited by guarantee**

*Situation of  
Registered Office:*

**England and Wales**

*Proposed Registered  
Office Address:*

**ADDENBROOKES HOSPITAL BOX 146 CAMBRIDGE BIOMEDICAL  
CAMPUS  
HILLS ROAD  
CAMBRIDGE  
UNITED KINGDOM CB2 0QQ**

*Sic Codes:*

**72110**

## ***Proposed Officers***

---

### ***Company Director      1***

*Type:* **Person**  
*Full Forename(s):* **MR TIMOTHY JOHN**  
*Surname:* **GLENN**  
*Service Address:* **recorded as Company's registered office**  
*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/11/1981** *Nationality:* **BRITISH**  
*Occupation:* **FINANCIAL DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

### ***Company Director      2***

*Type:* **Person**  
*Full Forename(s):* **LAUREL CLAIRE**  
*Surname:* **POWERS-FREELING**  
*Service Address:* **recorded as Company's registered office**  
*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/05/1957** *Nationality:* **BRITISH**  
*Occupation:* **COMPANY DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 3

Type:	Person
Full Forename(s):	MR SCOTT THOMAS
Surname:	HALDANE
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:* **\*\*/10/1959** *Nationality:* **BRITISH**  
*Occupation:* **DIRECTOR OF FINANCE**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 4

Type:	Person
Full Forename(s):	MR JAMES ROLAND
Surname:	SINKER
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:* **\*\*/12/1970** *Nationality:* **BRITISH**  
*Occupation:* **CHIEF EXECUTIVE OFFICER**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 5

Type:	Person
Full Forename(s):	MR ANTHONY LOUIS
Surname:	ODGERS
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:* **\*\*/09/1967** *Nationality:* **BRITISH**  
*Occupation:* **CHIEF FINANCIAL OFFICER**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 6

Type:	Person
Full Forename(s):	MS JAN DIETRICH KARSTEN
Surname:	LOWE
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:* **\*\*/07/1967** *Nationality:* **GERMAN**  
*Occupation:* **SCIENTIST**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 7

*Type:* **Person**

*Full Forename(s):* **MS NICHOLAS JOHN**

Surname: SKINNER

*Service Address:* **recorded as Company's registered office**

Country/State Usually Resident: UNITED KINGDOM

*Date of Birth:*    **\*\*/09/1969**                      *Nationality:*        **BRITISH**

*Occupation:* **SENIOR VICE PRESIDENT, HUMAN RESOURCES**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

---

---

### **Statement of no PSC**

---

**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

---

## *Statement of Guarantee*

---

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:

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

<i>Name:</i>	<b>ROYAL PAPWORTH HOSPITAL NHS FOUNDATION TRUST (RPH)</b>
<i>Address</i>	<b>PAPWORTH ROAD CAMBRIDGE BIOMEDICAL CAMPUS CAMBRIDGE CAMBRIDGESHIRE CB2 0AY</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST (CPFT)</b>
<i>Address</i>	<b>ELIZABETH HOUSE, FULBOURN HOSPITAL CAMBRIDGE ROAD CAMBRIDGE CAMBRIDGESHIRE CB21 5EF</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>CAMBRIDGE UNIVERSITY HEALTH PARTNERS (CUHP)</b>
<i>Address</i>	<b>ADDENBROOKE'S HOSPITAL BOX 146 CAMBRIDGE BIOMEDICAL CAMPUS HILLS ROAD CAMBRIDGE CAMBRIDGESHIRE CB2 0QQ</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>MRC LABORATORY OF MOLECULAR BIOLOGY (MRC-LMB) AS PART OF MRC AS PART OF UKRI (LMB)</b>
<i>Address</i>	<b>MRC LABORATORY OF MOLECULAR BIOLOGY FRANCIS CRICK AVENUE, CAMBRIDGE BIOMEDICAL CAMPUS CAMBRIDGE CAMBRIDGESHIRE CB2 0QH</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST (CUH)</b>



<i>Address</i>	<b>HILLS ROAD CAMBRIDGE CAMBRIDGESHIRE CB2 0QQ</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE</b>
<i>Address</i>	<b>THE OLD SCHOOLS TRINITY LANE CAMBRIDGE CAMBRIDGESHIRE CB2 1TN</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>ABCAM PLC</b>
<i>Address</i>	<b>DISCOVERY DRIVE CAMBRIDGE BIOMEDICAL CAMPUS CAMBRIDGE CAMBRIDGE CB2 0AX</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>

## *Statement of Compliance*

---

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

*Name:* **ROYAL PAPWORTH HOSPITAL NHS FOUNDATION TRUST (RPH)**

*Authenticated* **YES**

*Name:* **CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST (CPFT)**

*Authenticated* **YES**

*Name:* **CAMBRIDGE UNIVERSITY HEALTH PARTNERS (CUHP)**

*Authenticated* **YES**

*Name:* **MRC LABORATORY OF MOLECULAR BIOLOGY (MRC-LMB) AS PART OF MRC AS PART OF UKRI (LMB)**

*Authenticated* **YES**

*Name:* **CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST (CUH)**

*Authenticated* **YES**

*Name:* **THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**

*Authenticated* **YES**

*Name:* **ABCAM PLC**

*Authenticated* **YES**

---

## *Authorisation*

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

# COMPANY NOT HAVING A SHARE CAPITAL

## Memorandum of Association of CAMBRIDGE BIOMEDICAL CAMPUS LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
ROYAL PAPWORTH HOSPITAL NHS FOUNDATION TRUST (RPH)	Authenticated Electronically
CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST (CPFT)	Authenticated Electronically
CAMBRIDGE UNIVERSITY HEALTH PARTNERS (CUHP)	Authenticated Electronically
MRC LABORATORY OF MOLECULAR BIOLOGY (MRC-LMB) AS PART OF MRC AS PART OF UKRI (LMB)	Authenticated Electronically
CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST (CUH)	Authenticated Electronically
THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE	Authenticated Electronically
ABCAM PLC	Authenticated Electronically

Dated: 22/06/2021

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**CAMBRIDGE BIOMEDICAL CAMPUS LIMITED (the "Company")**

**Interpretation, object and limitation of liability**

**1. Interpretation**

**1.1** In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Appointor:** has the meaning given in article 16(1);

**Articles:** means the Company's articles of association for the time being in force;

**authorised representative:** means an individual authorised by a Member to act on its behalf at general meetings;

**bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**CBC:** means the Cambridge Biomedical Campus as shown edged red on the plan appended to these Articles (Appendix 1);

**CBC Expansion Land:** means land outside the CBC which is from time to time promoted by any third party as an extension to the CBC, and allocated in the Local Plan as expansion land beyond CBC;

**CBC Vision 2050:** means the document entitled "Cambridge Biomedical Campus Vision 2050: creating a life sciences quarter for Cambridge" as appended to these Articles (Appendix 2).

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 13, any director whose vote is not to be counted in respect of the particular matter);

**in person:** means, in relation to a Member that is an organisation, attendance at meetings and participation in decision-making and voting by that organisation's authorised representative (being a person authorised in accordance with section 323 of the Act);

**Interested Director:** has the meaning given in article 13.1;

**Member:** means a person or organisation whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

**Membership Category:** has the meaning given in Article 21.3;

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (S/ 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

**Observer member:** means an organisation that (subject to confirmation by the directors) is entitled to attend general meetings of the Company and other such meetings as the directors may in their discretion determine;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**proxy notice:** has the meaning given in Model Article 31;

**secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act;

**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 in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
  - (a) 1 (Defined terms);

- (b) 2 (Liability of Members);
- (c) 7 (Directors to take decisions collectively)
- (d) 8 (Unanimous decisions);
- (e) 9(1) (Calling a directors' meeting);
- (f) 11(2) and (3) (Quorum for directors' meeting);
- (g) 12 (Chairing of directors' meeting);
- (h) 13 (Casting vote);
- (i) 14 (1), (2), (3) and (4) (Conflicts of interest);
- (j) 17 (Methods of appointing directors);
- (k) 18 (Termination of director's appointment);
- (l) 21 (Applications for membership);
- (m) 22 (Termination of membership);
- (n) 30(2) (Poll votes);
- (o) 31(1)(d) (Content of proxy notices);
- (p) 35 (Company seals);
- (q) 38 (Indemnity);
- (r) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its object" after the words "the management of the Company's business".

1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

## **2. Object**

The object for which the Company is established is to represent and promote the interests of its Members as owners and occupiers of the CBC and to that end to seek to ensure that proposals for the development of CBC Expansion Land:

- (a) take account of the interests of the Members as owners and occupiers of the CBC; and
- (b) are delivered in a manner complementary to the CBC and are consistent with CBC Vision 2050.

### **3. Powers**

3.1 In pursuance of the object set out in article 2 (but not otherwise), the Company has the power to:

- (a) co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, positively affect or advance the object set out in article 2 in any way;
- (b) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (c) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and
- (d) do such other lawful things as are incidental or ancillary to the pursuit or attainment of the object set out in article 2.

3.2 However, the powers set out in article 3.1 do not include the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal or any rights or privileges of any kind over or in respect of any property real or personal or to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow or raise money from third party financial institutions;
- (c) secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (d) invest or deal with the funds of the Company not immediately required for its operations in or upon investments, securities or property;
- (e) subscribe for, take, buy or otherwise acquire, hold, sell, deal with or dispose of, place or underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (f) lend or advance money or give credit, to enter into guarantees, contracts of indemnity or suretyships of any kind, to receive money on deposit or loan or to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (g) enter into contracts to provide services to or on behalf of other bodies;
- (h) provide or assist in the provision of goods or services without charge or at an undervalue (although nothing in these Articles shall prevent the Company



from providing support to or collaborating with other organisations interested in promoting the Objects);or

- (i) incorporate subsidiary companies.

#### **4. Income**

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's object.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

#### **5. Winding up**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall be paid or distributed to the Members in proportions as contributed by each Member unless otherwise determined by unanimous decision of the Members.

#### **6. Guarantee**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.



## Directors

### 7. Appointment of directors

- 7.1 Notwithstanding the other provisions of this Article 7, for so long as CUH and UoC shall be Members, each shall have the right to appoint an individual to act as a director of the Company.
- 7.2 Subject to Article 7.3, each other Member (except CUHP) shall have the right to appoint an individual to act as a director of the Company under this Article 7.2.
- 7.3 The Members in each Membership Category shall, together, be entitled to appoint no more than three individuals to act as directors of the Company. In the case of the Membership Categories in which CUH and UoC sit, one of those three shall be the individual appointed by CUH or UoC (as the case may be) pursuant to Article 7.1. In the event that the number of Members in any Membership Category exceeds three, (subject to Article 7.1) the Members in that category shall no longer each have a right to appoint an individual to act as a director of the Company, but instead all the Members in that Membership Category shall be entitled collectively to appoint individuals as directors such that the total number of directors appointed by Members in the Membership Category (including, where applicable, those appointed pursuant to Article 7.1) is three.
- 7.4 In addition to the directors appointed in accordance with Articles 7.1, 7.2 and (as necessary) 7.3, there shall be the following directors of the Company:-
- (a) an individual appointed by CUHP;
  - (b) an individual to be appointed by the Directors to represent the local community (provided that any individual so appointed may be removed by the Members); and
  - (c) an individual to act as chair (the **Chair**).
- 7.5 The Members shall appoint an individual who has no commercial or professional connection with any of the Members as a director and to act as Chair. Any individual so appointed may be removed as Chair by the Members.
- 7.6 A director (including the Chair) shall serve a term of three years, at which point he or she may be reappointed by the relevant appointing organisation for a further term or terms, provided that no individual shall serve as a director (or Chair) for more than a total of nine years.

## **8. Termination of director's appointment**

### **8.1 A person ceases to be a director as soon as:-**

- (a) Written notice is received by the Company from the relevant appointing organisation set out in Article 7.1 or Article 7.2 to the effect that the appointment of the director concerned has been withdrawn (in which case that organisation or the Members in that Membership Category shall have a right to appoint a different individual in accordance with Article 7.1, 7.2 or 7.3 as appropriate);
- (b) Written notice is received by the Company from CUHP to the effect that the appointment of the individual pursuant to Article 7.4(a) has been withdrawn (in which case CUHP shall have a right to appoint a different individual in accordance with that Article);
- (c) The individual concerned is the local community representative or the Chair and is removed by the Members pursuant to article 7.4(b) or article 7.5 (as the case may be); or
- (d) any of the events set out in Model Article 18 (a) to (f) occur.

## **9. Directors' decisions**

- 9.1 Subject to any agreement the Members reach between themselves and the Company (including, for the avoidance of doubt, any agreement that certain matters require the unanimous approval of the Members or the express approval of a specific Member prior to the directors making a decision as to any such matter), and subject to articles 12.3 and 12.4, a decision of the directors is taken when a simple majority of all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a vote at a meeting of the directors, or a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting.

## **10. Calling a directors' meeting**

- 10.1 Any director may call a directors' meeting by giving not less than ten Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 10.2 Notice of a directors' meeting shall be given to each director in writing.
- 10.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

## **11. Quorum for directors' meetings**

- 11.1 Subject to article **11.1** and 11.2, the quorum for the transaction of business at a meeting of directors is 50% of all the Eligible Directors.
- 11.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 13 to authorise a Conflict, if there are fewer Eligible Directors in office other than the Interested Director(s) to constitute a quorum pursuant to Article 11.1, authorisation of the conflict shall require a unanimous decision of the Members.
- 11.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the Members to appoint further directors.

## **12. Chairing of directors' meetings and casting vote**

- 12.1 Subject to Article 12.2, the Chair shall chair the meetings of the directors.
- 12.2 If the Chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of their number to act as chair.
- 12.3 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chair or other director chairing the meeting shall have a casting vote.
- 12.4 Article 12.3 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the chair or other director is not an Eligible Director for the purposes of that meeting (or part of that meeting).

### 13. Directors' conflicts of interest

- 13.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 13.2 Any authorisation under this article **13** shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 13.3 Any authorisation of a Conflict under this article **13** may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 13.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 13.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 13.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 13.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
  - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
  - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt

of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

13.8 Notwithstanding any other provision of these Articles:

- (a) a Director shall not be considered to be in Conflict by virtue of that Director being an employee of any Member of the Company notwithstanding that such Member may have an interest in the matter to be considered at a meeting of the Directors;
- (b) a Director is authorised to communicate to his appointor any information in his possession regarding the Company and its affairs.

#### **14. Records of decisions to be kept**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form and in writing.

#### **15. Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than five.

#### **16. Appointment and removal of alternate directors**

16.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

16.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

16.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.



## **17. Rights and responsibilities of alternate directors**

17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

17.2 Except as the Articles specify otherwise, alternate directors are:

- (a) deemed for all purposes to be directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointors; and
- (d) not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.

17.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of this article **17.3**.

17.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

## **18. Termination of alternate directorship**

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason.

## **19. Secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **20. Change of company name and the Articles**

- 20.1 The name of the Company may be changed by a special resolution of the Members or otherwise in accordance with the Act.
- 20.2 These Articles may be changed by a resolution unanimously passed by all of the Members.

## **Members: becoming and ceasing to be a member**

### **21. Membership and Membership Categories**

- 21.1 The following organisations (being subscribers to these articles) shall be the first Members of the Company:-
  - (a) Cambridge University Hospitals NHS Foundation Trust (**CUH**);
  - (b) The Chancellor, Masters, and Scholars of the University of Cambridge (**UoC**);
  - (c) Royal Papworth Hospital NHS Foundation Trust (**RPT**);

- (d) Abcam plc (**Abcam**); and
- (e) Cambridgeshire and Peterborough NHS Foundation Trust (**CPFT**);
- (f) MRC Laboratory of Molecular Biology (MRC-LMB) as part of MRC as part of UKRI (**LMB**); and
- (g) Cambridge University Health Partners (**CUHP**).

21.2 The directors may by unanimous decision taken in accordance with Article 9 propose to the Members the admission of a new organisation as a Member, if the Directors are satisfied that the organisation concerned is aligned with the object of the Company and that its admission to Membership will be conducive to achieving those object. Any such proposal shall be put to the Members at a general meeting or by means of a proposed written resolution, and a decision by the Members to admit a new organisation as a Member shall require the unanimous support of all of the Members in the Membership Category that the organisation would join if admitted, and the affirmative vote of 75% of all of the Members.

21.3 With the exception of CUHP, every Member shall be allocated to one of the following Membership Categories:-

- (a) Health and Public Sector
- (b) Education and Research
- (c) Private Sector

21.4 The subscribing Members (excluding CUHP) are allocated to the Membership Categories as follows:-

- (a) Health and Public Sector: CUH; RPT; CPFT
- (b) Education and Research: UoC; LMB
- (c) Private Sector: Abcam

21.5 Any organisation admitted as a Member shall be allocated to one of the Membership Categories listed in Article 21.3 by agreement of the Members.

## **22. Termination of membership**

22.1 A Member may give written notice of its desire to cease to be a Member, upon receipt of which by the Company, that Member's Membership shall terminate on the expiry of a period of seven days.

22.2 Subject to Article 22.4, the directors may terminate the Membership of any Member without that Member's consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (c) has failed to observe the terms of these Articles.
- 22.3 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why that Member's Membership should not be terminated. The directors must consider any representations made by the Member.
- 22.4 If, having considered any representations made by the Member pursuant to Article 22.3, they remain of the opinion that the Membership of the Member in question should be terminated, the directors shall give written notice to all of the other Members seeking approval of termination from the Members. If 75% of those Members indicate in writing their support for the directors opinion in favour of termination, such termination shall take immediate effect and the directors shall inform the Member concerned.
- 22.5 There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 22.6 Membership is not transferable.

## **Decision making by members**

### **23. General meetings and written resolutions**

- 23.1 General meetings of the Company shall be called and conducted in accordance with the Model Articles (as amended by these articles) and the Act, with Members attending by their authorised representatives.
- 23.2 The Members may pass written resolutions in accordance with the Act.

### **24. Quorum and voting majorities**

- 24.1 The quorum for any general meeting of the Company shall be 50% of all of the Members provided always that a quorum shall always include at least one Member from each Membership Category.

- 24.2 Subject to any agreement the Members reach between themselves and the Company (including, for the avoidance of doubt, any agreement that certain matters require the unanimous agreement of the Members, the agreement of a certain proportion of the Members or the express approval of a specific Member), resolutions of the Members shall, except where the Act otherwise requires, be determined on the basis of a simple majority.

## **25. Votes of members**

Subject to the Act, at any general meeting:

- (a) every Member whose authorised representative is present in person (or which is acting by proxy) shall on a show of hands have one vote; and
- (b) every Member whose authorised representative is present in person (or which is acting by proxy) shall on a poll have one vote.

## **26. Poll votes**

- 26.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 26.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## **27. Proxies**

- 27.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 27.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## **28. Observer membership**

- 28.1 AstraZeneca shall be the first Observer member of the Company.

- 28.2 The directors may invite other organisations to become Observer members of the Company.
- 28.3 The Observer members (unless otherwise determined by the directors) are entitled to attend general meetings of the Company and other such meetings as the directors may in their discretion determine.
- 28.4 For the avoidance of doubt, Observer Members shall not be treated as or have any of the rights of Members for the purposes of these Articles or the Act. The directors may seek advice and guidance from the Observer Members as they see fit.
- 28.5 The directors may decide to terminate the Observer member status of any organisation as they see fit.

## **Administrative arrangements**

### **29. Means of communication to be used**

- 29.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 29.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

### 30. Indemnity and insurance

30.1 Subject to article 30.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 30.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

30.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

30.3 The directors shall purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

30.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## APPENDIX 1

### Campus Outline Plan 2021



## APPENDIX 2

### CBC Vision 2050