

**Company Number: 6564642**

**THE COMPANIES ACTS 1985 TO 2006**

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**COMPANY LIMITED BY GUARANTEE**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**SCIENTIFIC COMMITTEE ON  
ANTARCTIC RESEARCH**

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1 The name of the Company is “Scientific Committee on Antarctic Research“ (“**the Charity**”).

2 The Charity’s registered office is to be situated in England and Wales.

3 The Charity’s objects (“**the Objects**”) are:

3.1 to advance and promote scientific knowledge, understanding and education on any aspect of the Antarctic region, on the role of the Antarctic region in the Earth system, and on the effect of global change on the Antarctic region; and

3.2 to initiate, facilitate, co-ordinate and encourage international scientific research activity in the Antarctic region, on the role of the Antarctic region in the Earth system, and on the effect of global change on the Antarctic region;

and for the purpose of this clause 3, the Charity may further the Objects in particular but not exclusively by:

(a) providing objective and independent scientific advice to the Parties to the Antarctic Treaty and other organisations on issues of science and conservation affecting the management of the Antarctic region and the Southern Ocean;

(b) facilitating free and unrestricted access to scientific data and information regarding the Antarctic region;

(c) developing scientific capacity in the Members of the Charity and young scientists, and to promote the incorporation of Antarctic science in education at all levels, and

(d) communicating scientific information about the Antarctic region to the public,

and for the purposes of this clause 3 the term “**Antarctic region**” shall include Antarctica, the offshore islands of Antarctica, the surrounding ocean including the Antarctic Circumpolar Current, the northern boundary of which is the Subantarctic Front, and the Subantarctic islands lying south of the Subantarctic Front as well as those which lie north of the Subantarctic Front but fall within the Charity’s area of interest, namely Ile Amsterdam, Ile St Paul, Macquarie Island and Gough Island.

- 4 In addition to any other powers it may have, the Charity may exercise the following powers in promoting the Objects (but not for any other purpose):
  - 4.1 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
  - 4.2 to raise funds and to invite and receive contributions provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
  - 4.3 to buy, take on lease or in exchange, hire or otherwise acquire any property, to alter or improve it and maintain and equip it for use and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of all or any part of any property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 Charities Act 1993;
  - 4.4 to borrow money and to charge the whole or any part of any property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 Charities Act 1993 if it wishes to mortgage land;
  - 4.5 to employ and remunerate such staff as are necessary for carrying out the work of the Charity and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants. The Charity may not employ or remunerate a director of the Charity;

- 4.6 to establish or support any charitable trusts, associations or institutions formed for all or any of the charitable purposes included in the Objects;
- 4.7 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.8 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- 4.9 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.10 to deposit or invest funds, employ a professional fund-manager and arrange for investments or other property of the Charity to be held in the name of a nominee, in each case in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000;
- 4.11 to provide indemnity insurance for the directors or any other officer of the Charity in relation to any such liability as is mentioned in clause 5, but subject to the restrictions specified in clauses 6 and 7;
- 4.12 to pay out of the funds of the Charity the costs of forming and registering the Charity, both as a company and as a charity;
- 4.13 to appoint a President, Vice President or such other honorary officer(s) for such period and subject to such privileges and conditions as may be thought fit subject to compliance with the following clauses hereof;
- 4.14 to procure and provide information;
- 4.15 to print, publish and make, issue, show, circulate, commission and support papers, periodicals, books, circulars, tapes, films recordings and other media of communication;

- 4.16 to arrange and provide for or join in arranging and providing for the holding of public exhibitions, meetings, workshops, conferences, lectures and classes;
  - 4.17 to do all such other lawful things as are necessary for the achievement of the Objects.
- 5 The liabilities referred to in clause 4.11 are:
- 5.1 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;
  - 5.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
- 6 The following liabilities are excluded from clause 5.1:
- 6.1 fines;
  - 6.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the director or other officer;
  - 6.3 liabilities to the Charity that result from conduct that the director 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.
- 7 There is excluded from clause 5.2 any liability to make such a contribution where the basis of the director'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.
- 8 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

- 9 A director of the Charity is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 10 Subject to the restrictions of clauses 5, 6 and 7, a director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- 11 None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to any member of the Charity.
- 12 No director of the Charity may:
- 12.1 buy goods or services from the Charity;
  - 12.2 sell goods, services or any interest in land to the Charity;
  - 12.3 be employed by, or receive any remuneration from the Charity; or
  - 12.4 receive any other financial benefit from the Charity.
- 13 The liability of the members is limited.
- 14 Every member of the Charity undertakes, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such amount (not exceeding £1) as may be demanded of him or her towards the payment of the Charity's debts and liabilities incurred before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
- 15 The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 15.1 directly for the Objects; or
  - 15.2 by transfer to any charity or charities for purposes similar to the Objects; or

- 15.3 to any charity for use for particular purposes that fall within the Objects.
- 16 Subject to any such resolution of the members of the Charity referred to in clause 15 the directors of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on dissolution of the Charity be applied or transferred in any of the following ways:
- 16.1 directly for the Objects; or
- 16.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 16.3 to any charity for use for particular purposes that fall within the Objects.
- 17 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and, if no such resolution is passed by the members or the directors of the Charity as referred to in clauses 15 and 16, the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission.

