Company Number:

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

SCIENTIFIC COMMITTEE ON ANTARCTIC RESEARCH

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 by engaging in, encouraging and supporting international scientific research and cooperation on any aspect of the Antarctic Region, the role of the Antarctic Region in the earth system and the effect of global change on the Antarctic Region;

3.2 to facilitate and co-ordinate scientific research in the Antarctic Region and to identify issues emerging from greater scientific understanding of the region that should be brought to the attention of policy makers;
3.3 to initiate, develop and co-ordinate international scientific research activity in the Antarctic Region and on the role of the Antarctic Region in the earth system;

3.4 to provide objective and independent scientific advice to the annual meetings of the parties to the Antarctic Treaty (otherwise known as the Antarctic Treaty Consultative Meetings) and other organisations on issues of science and conservation affecting the management of the Antarctic Region and the Southern Ocean;

3.5 to facilitate free and unrestricted access to scientific data and information regarding the Antarctic Region;

3.6 to develop scientific capacity in the members of the Charity, and young scientists and to promote the incorporation of Antarctic science in education at all levels;

3.7 to communicate scientific information about the Antarctic region to the public

and for the purposes of this clause 3 the “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 employ or remunerate a director of the Charity only to the extent that it is permitted to do so by clause 5 and subject to compliance with the conditions set out in that clause;

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. This does not prevent a member who is also a director receiving:

11.1 a benefit from the Charity in the capacity of a beneficiary of the Charity; or
11.2 reasonable and proper remuneration for any goods or services supplied to 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;

unless:

(i) the payment is permitted by clauses 13 and 14 and the directors follow the procedure and observe the conditions set out in clause 15; or

(ii) the directors obtain the prior written approval from the Charity Commission and fully comply with any procedures it prescribes.

13 A director of the Charity may:

13.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity;

13.2 be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a director of the Charity;

13.3 receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% (two per cent) per annum below the base rate of a clearing bank to be selected by the directors; and

13.4 receive rent for premises let by the director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

14 A company of which a director of the Charity is a member may receive fees, remuneration or other benefit in money or money’s worth provided that the shares of
the company are listed on a recognised investment exchange and the director holds no more than 1% (one per cent) of the issued capital of that company.

15 The Charity and its directors may only rely upon the authority provided by clauses 13 and 14 if each of the following conditions is satisfied:

15.1 The remuneration or other sums paid to the director do not exceed an amount that is reasonable in all the circumstances.

15.2 The director is absent from the part of any meeting at which there is discussion of:

15.2.1 his or her employment or remuneration, or any matter concerning the contract; or

15.2.2 his or her performance in the employment, or his or her performance of the contract; or

15.2.3 any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under clauses 13 or 14, or

15.2.4 any other matter relating to a payment or the conferring of any benefit permitted by clauses 13 or 14.

15.3 The director does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting.

15.4 The other directors are satisfied that it is in the interests of the Charity to employ or to contract with that director rather than with someone who is not a director. In reaching that decision the directors must balance the advantage of employing a director against that disadvantages of doing so (especially the loss of the director's services as a result of dealing with the director's conflict of interest).

15.5 The reason for their decision is recorded by the directors in the minute book.
15.6 A majority of the directors then in office have received no such payments.

16 The employment or remuneration of a director includes the engagement or remuneration of any firm or company in which the director is:

16.1 a partner;

16.2 an employee;

16.3 a consultant;

16.4 a director; or

16.5 a shareholder, unless the shares of the company are listed on a recognised investment exchange and the director holds less than 1% (one per cent) of the issued capital.

17 In clauses 9 to 16:

17.1 “Charity” includes any company in which the Charity:

17.1.1 holds more than 50% of the shares; or

17.1.2 controls more than 50% of the voting rights attached to the shares; or

17.1.3 has the right to appoint one or more directors to the Board of the company

17.2 “director” means any director of the Charity and shall include any child, parent, grandchild, grandparent, brother, sister or spouse of that director or any person living with that director as his or her partner.

18 The liability of the members is limited.

19 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.

20 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:

20.1 directly for the Objects; or

20.2 by transfer to any charity or charities for purposes similar to the Objects; or

20.3 to any charity for use for particular purposes that fall within the Objects.

21 Subject to any such resolution of the members of the Charity referred to in clause 20 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:

21.1 directly for the Objects; or

21.2 by transfer to any charity or charities for purposes similar to the Objects; or

21.3 to any charity for use for particular purposes that fall within the Objects.

22 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 20 and 21, the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission.
We, the entity whose authorised signature, name and address is written below, wish to be formed into a company under this Memorandum of Association.

SIGNATURE, NAME, AND ADDRESS OF SUBSCRIBER

…………………………………………….

for and on behalf of The Royal Society

Dated 2006

WITNESS to the above signature:

…………………………………………….

Witness’ name

…………………………………………….

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Witness’ address

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Witness’ occupation