

# **THE COMPANIES ACTS 1985 AND 1989**

## **Company limited by Guarantee**

### **and not having a share capital**

## **MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE INTERNATIONAL RECORDS MANAGEMENT TRUST**

### **1 Name of Company**

The name of the Company is “The International Records Management Trust”, called in this document “the Company”

### **2 Registered Office**

The registered office of the Company will be in England and Wales

### **3 Objects of the Company**

- 3.1 The objects of the Company are the advancement of education in the management control and administration of public records.

### **4 What the Company may do**

- 4.1 The Company may do anything lawful that may be necessary in order to promote its objects, including the use of the following powers:
- (a) to establish and conduct education and training schemes and programmes;
  - (b) to develop training and educational materials in any medium;
  - (c) to provide advice assistance and information;
  - (d) to conduct research and establish research facilities;
  - (e) to arrange seminars meetings and conferences;
  - (f) to make grants bursaries and donations;
  - (g) to establish an International Centre for Recorded Information and other facilities for the furtherance of the Company ‘ s objects;

- (h) to provide manage maintain furnish and fit with all necessary furniture and other equipment the buildings and any other premises which the Company may need for its Objects
- (h) To employ and pay any employees, officers, servants and professional or other advisers
- (i) Subject to any consents required by law to raise funds and borrow moneys invite and receive contributions from anyone through subscriptions or the running of a lottery or in any other way
- (j) Subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort
- (k) To construct, alter and maintain any building or structures
- (l) To promote, encourage or undertake research and disseminate the results of such
- (m) To produce, print and publish anything in written, oral or visual media in furtherance of the objects
- (n) To provide or procure the provision of counselling and guidance in furtherance of the objects or any of them
- (o) To promote and advertise the Company's activities
- (p) To apply for, seek, obtain and accept government or other grants
- (q) To invest any money that the Company does not immediately need in any investments, securities or properties
- (r) To undertake any charitable trust or any charitable agency business which may promote the Company's Objects
- (s) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants
- (t) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the company.
- (u) To establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Charity through trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and finance the same if the Trustees see fit by way of secured loan or share subscription on

commercial terms provided that the Charity shall seek professional legal advice before financing such companies.

- (v) To establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own
- (w) To purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements
- (x) To transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join
- (y) To open and operate banking accounts and other banking facilities
- (z) To enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects
- (aa) To insure any risks arising from the company's activities
- (bb) To pay out of the funds of the charity the cost of any premium in respect of indemnity insurance to cover the liability of the Board of Trustees (or any Trustee) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board of Trustees (or any Trustee) knew was a breach of trust or which was committed by those persons or person in reckless disregard of whether it was a breach of trust or not.
- (cc) To make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners.
- (dd) To pay all the expenses and costs of establishing this Company.
- (ee) To delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
  - (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;
  - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
  - (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every

transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them;

- (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
  - (v) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;
  - (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (ff) To permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and pay any such nominee reasonable and proper remuneration for acting as such

## **5 Use of income and property**

- 5.1 The income and property of the Company must be applied solely towards promoting its Objects. None of it may be paid or transferred directly or indirectly to members of the Company in any way except as shown below under “Allowed Payments”

## **6 Allowed Payments**

- 6.1 The Company may pay:

- (a) Reasonable and proper payment to any officer or servant of the Company for any services to the Company
- (b) Reasonable and proper remuneration to a Trustee for services actually rendered to the Company including the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by an partner of his, when instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT:
  - (i) the number of Trustees so remunerated shall not exceed a minority of the quorum of the Trustee;

- (ii) such Trustee shall be absent from all meetings at which the terms and conditions of his employment with the Company are discussed;
  - (iii) such Trustee shall not vote on any resolution relating to his employment;
  - (iv) the other Trustees are satisfied that his employment, or that of his firm, is both necessary and expedient in the interests of the Company;
- (c) Interest on the money lent by any member of the Company or its Board of Trustees. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater
  - (d) Reasonable out-of-pocket expenses to any Trustee
  - (e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital
  - (f) Reasonable and proper rent of premises demised or let by any member of the Company or its Board of Trustees
  - (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum

PROVIDED THAT no member of the Company or the Board of Trustees shall be present during the discussion of or voting on any decision to borrow money from or pay rent to that member.

## **7 Alterations to this Memorandum**

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree
- 7.2 Alterations may only be made to the objects of the Company or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Company may be used with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration

## **8 Limited Liability**

- 8.1 The liability of the members is limited

## **9 Guarantee by Members of the Company**

- 9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if :
- (a) The Company is wound-up while he or she is a member or within a year afterwards; and
  - (b) The Company has debts and liabilities which it cannot meet out of its assets

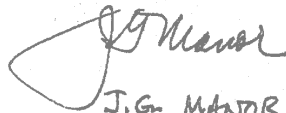
## **10 Winding-up of the Company**

- 10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association
- 10.2 The institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then to some other charitable object

11 Subscribers

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association

Signatures, addresses and occupations of Subscribers



J.G. MANDOR

INSTITUTE OF DEVELOPMENT STUDIES

UNIVERSITY OF SUSSEX

FALMER, BRIGHTON BN1 9RE

OCCUPATION: PROFESSOR



R. RUFFBONE  
HISTORY, SOAS

RUSSELL SQ  
LONDON WC1H 0XG.



S. MARKS,

HISTORY

SOAS

LONDON WC1H 0XG

Dated this 20<sup>th</sup> day of November 1997



Witness to the above signatures

Name JANET RUTH ROGERS

Occupation

Head of Secretariat, International  
Records Management Trust.  
28 Russell Square  
London WC1