

Company No 05833769

The Companies Act 1985

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION

of

THE ASSOCIATION OF RESEARCH MANAGERS AND ADMINISTRATORS (UK)

Incorporated the 31st day of May 2006

- 1 The name of the company (hereinafter called "the Association") is The Association of Research Managers and Administrators (UK) .
- 2 The registered office of the Association will be situated in England and Wales.
- 3 The objects for which the Association is established are to promote the profession of research management and administration, to provide a forum for the discussion and furtherance of that profession and to facilitate excellence in research by identifying, establishing and promoting best practice in research management and administration.

And the Association shall have the following powers:

- 3.1 to provide training courses, seminars, research facilities and other learning resources for members and non-members;
- 3.2 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
- 3.3 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Association;
- 3.4 to purchase or otherwise acquire plant and machinery including, without limitation, computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
- 3.5 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
- 3.6 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.7 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise;
- 3.8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.9 to invest moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- 3.10 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
 - 3.11 to form links with organisations in a similar field to the Association and to make financial contributions both in the UK and overseas to such organisations;
 - 3.12 to grant bursaries to members of the Association by way of contribution to professional activities or development;
 - 3.13 to undertake and execute charitable trusts;
 - 3.14 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Association and, subject to the provisions of clause [4] hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
 - 3.15 to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Association and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Association by this Memorandum of Association;
 - 3.16 to pay out of funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
 - 3.17 to do all such other lawful things as shall further the attainment of the objects of the Association or any of them.
- 4 The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association and no director of the Association shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Association (not being a director) for any services rendered to the Association and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Association;
- 4.2 of reasonable and proper remuneration to any director of the Association for any services rendered to the Association other than in performance of his duties as a director and of travelling expenses incurred in providing such services.
- 4.3 of interest on money lent by a member or director of the Association at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Association's clearing bankers or 3% whichever is the greater;
- 4.4 to any director of reasonable out-of-pocket expenses incurred in carrying out his duties as director;
- 4.5 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Association or a director may be a member holding not more than one hundredth part of the capital of such company;

- 4.6 of reasonable and proper rent for premises demised or let by any member of the Association or any director.
- 5 The liability of the members is limited.
- 6 Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
- 7 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other company, association or body having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause [4] hereof, such body or bodies to be determined by the members of the Association at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to a charitable body.