

Company number SC243691

THE COMPANIES ACT 1985  
*(UK legislation)*

*Company limited by guarantee and not having a share capital*

**MEMORANDUM  
and  
ARTICLES of ASSOCIATION  
of**

***THE GUIDELINES  
INTERNATIONAL  
NETWORK***

Incorporated on 10th February 2003  
and amended on 5th December 2005, 3rd November 2009,  
25th August 2010 and 18 August 2013

*Scottish Charity Number SC034047*

J. & H. Mitchell, W.S.

Pitlochry and Aberfeldy

THE COMPANIES ACT 1985

*Company limited by guarantee and not having a share capital*

**MEMORANDUM of ASSOCIATION  
of  
THE GUIDELINES INTERNATIONAL NETWORK**

*The Memorandum of Association sets out the Object of the Company and the Powers conferred upon it to enable it to achieve its Object, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.*

1. The name of the company is "The Guidelines International Network" ("the Network").
2. The Network is a Scottish company and its Registered Office is situated in Scotland.
3. The Object of the Network is to protect the health of the general public by seeking to improve the quality of healthcare (hereinafter referred to as "the Object").
4. The Network shall have the following powers (but only in furtherance of the Object):
  - (a) To promote the systematic development, dissemination, implementation and evaluation of clinical practice guidelines.
  - (b) To promote international collaboration in guideline activities to avoid duplication of effort and to facilitate information-sharing, education and knowledge transfer.
  - (c) To improve and, as appropriate, to harmonise methodologies for systematic guideline development, dissemination, implementation and evaluation.
  - (d) To identify priorities for and to support research relating to clinical practice guidelines and to facilitate the implementation of research findings into practice relative to the Object.
  - (e) To build links between relevant international organisations so as to improve co-ordination with clinical practice guidelines and other healthcare quality initiatives.
  - (f) To maintain a database of information of and relating to member organisations, their work programmes, methodologies and background documentation.
  - (g) To prepare and organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures of any medium, music and drama of any medium and other materials conducive to the Object.

- (h) To provide advice, consultancy, training, tuition, expertise and assistance in furtherance of the Object.
- (i) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the activities of the Network.
- (j) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Network.
- (k) To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Network, wheresoever situated.
- (l) To borrow money and to give security in support of any such borrowings by the Network, in support of any obligations undertaken by the Network
- (m) To employ such staff as are considered appropriate for the proper conduct of the activities of the Network and if appropriate to make reasonable provision for the payment of pension and/or other benefits therefor.
- (n) To engage such consultants and advisers as are considered appropriate from time to time.
- (o) To effect insurance of all kinds (which may include liability insurance in respect of Trustees and employees).
- (p) To invest any funds which are not immediately required for the activities of the Network in such investments as may be considered appropriate and to dispose of, and vary, such investments.
- (q) To encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, firms, corporate bodies, agencies, undertakings, authorities and others and any groups or groupings thereof willing to assist the Network to achieve the Object.
- (r) To establish and/or support any other charitable body, and to make donations for any charitable purpose falling within the Object.
- (s) To establish, operate and administer and/or otherwise acquire separate trading companies or associations, whether charitable or not.
- (t) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Network and to enter into any arrangement for co-operation or mutual assistance with any charitable body.
- (u) To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Network.
- (v) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (w) To oppose, or object to, any application or proceedings which may prejudice the interests of the Network.
- (x) To carry out the Object in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- (y) To do anything which may be incidental or conducive to the furtherance of the Object.

And it is declared that in Clause 4:

- (i) 'property' means any property, heritable or moveable, wherever situated in the world.
  - (ii) the word 'charitable' shall have the meaning ascribed to it (a) for the purposes of the Charities and Trustee Investment (Scotland) Act 2005, including any statutory amendment or re-enactment thereof for the time being in force, and (b) in relation to the application of the Taxes Acts.
5. (a) The income and property of the Network shall be applied solely towards promoting the Object.
- (b) No part of the income or property of the Network shall be paid or transferred (directly or indirectly) to the members of the Network, whether by way of dividend, bonus or otherwise.
- (c) No Trustee (director) of the Network shall be appointed as a paid employee of the Network, or shall hold any office under the Network for which a salary or fee is payable.
- (d) No benefit (whether in money or in kind) shall be given by the Network to any Trustee except the possibility of:
- (i) repayment of expenses (subject to prior agreement); or
  - (ii) reasonable payment in return for particular services (not being of a management nature normally carried out by a director of a company) actually rendered to the Network.
6. The liability of the members is limited.
7. Every member of the Network undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Network if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member, for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.
8. (a) The winding-up of the Network may take place only on the decision of not less than 75% of its Organisational Members who are present at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose.
- (b) If, on the winding-up of the Network, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Object.
- (c) The charity or charities to which the property is to be transferred in terms of sub-paragraph (b) hereof shall be determined on the decision of 75% of the Organisational Members of the Network who are present at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of 75% of the Board of Trustees or, failing that, as determined by an arbiter to be chosen amicably by the Board of Trustees or, failing such amicable choice, by an

arbiter appointed on its behalf by the President for the time being of the Law Society of Scotland, the decision of such arbiter being final and binding upon the Network, with the costs thereof being borne by the Network.

THE COMPANIES ACT 1985

*Company limited by guarantee and not having a share capital*

**ARTICLES of ASSOCIATION  
of  
THE GUIDELINES INTERNATIONAL NETWORK**

*The Articles of Association provide the administrative constitution of the Company, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.*

**Definitions**

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985 (UK legislation) shall not apply to the Network. In these Memorandum and Articles of Association, the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

<b>WORDS</b>	<b>MEANINGS</b>
the Act	- the Companies Act 1985 (UK legislation) as amended and every statutory modification and re-enactment thereof for the time being in force.
AGM these Articles	- the Annual General Meeting - these Articles of Association, and the regulations of the Network from time to time in force.
the Board the Board of Trustees	- the Board of Trustees. - the Board of Directors of the Network.
clear days	- in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
EGM members	- Extraordinary General Meeting - the Members of the Network, the individual categories of which are described in Article 5.
Month	- calendar month.
the Network	- The Guidelines International Network

the Office	- the Registered Office of the Network.
Subscribers	- those persons and/or bodies who have subscribed both the Memorandum of Association and these Articles of the Network.
Trustee(s)	- Director(s) for the time being of the Network.
the United Kingdom	- Great Britain and Northern Ireland.
in writing	- written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory form.

- (b) Words importing the singular number only shall include the plural number, and *vice versa*; and
- (c) Words importing the masculine gender only shall include the feminine gender.
- (d) Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2. The Network is established for the purposes expressed in the Memorandum of Association.

### General Structure

- 3 The structure of the Network comprises:
  - (a) **Members** - who have the right to attend the AGM (and any EGM) and have important powers under these Articles and the Act; in particular, the members elect people to serve as Trustees and take decisions in relation to changes to these Articles; and
  - (b) **Trustees** - who hold regular meetings during the period between each AGM, generally control and supervise the activities of the Network and, in particular, are responsible for monitoring the financial position of the Network.

### Membership

4. The members of the Network shall consist of the Subscribers and such other persons and bodies as are admitted to membership in terms of these Articles.
5. (a) Membership shall be open to:
  - (i) **Organisational Members:** any corporate body or unincorporated association (or equivalent internationally) which is:
    - (A) a non-profit-distributing body or association; and

- (B) involved in developing, disseminating, implementing, or evaluating clinical practice guidelines, or otherwise active in the guidelines field; and
  - (C) committed to adopting evidence-based practice as the guiding principle for its processes; and
  - (D) working in accordance with international standards for clinical practice guidelines; and
  - (E) transparent about its sources of funding; and
  - (F) agrees to abide by any Code of Conduct issued from time to time by the Board.
- (ii) **Associate Members:** any other corporate body or unincorporated association which does not fall within sub-clause (i) hereof and is active in the field of clinical practice guidelines.
  - (iii) **Individual Members:** any individual person who is active in the field of clinical practice guidelines.
- (b) **Founder Members:** any Organisational Members who join or have joined the Network prior to 1st April 2003.
- 6.
- (a) Each Organisational Member shall, within one month of admission to membership, appoint one named Authorised Representative and one named Depute. The Depute may act for and represent such member at any meeting of the Network only in the absence of the named Authorised Representative.
  - (b) Any change in the appointment of an Authorised Representative, and/or of a Depute, may be made at any time by the appointing member, but only by written notice served by the appointing member to the Network. Such notice will take effect two clear days after its receipt by the Network, to allow sufficient time for the appointing member to serve a copy of the notice to anyone named therein.
  - (c) Any such notice of appointment or change shall remain valid until withdrawn or superseded by the relative member in terms of Article 6 (b).
  - (d) In the case of any dispute as to the correct Authorised Representative and/or Depute serving at any time, the matter will be settled by the Secretary in accordance with the most recent notice validly received by the Network.
  - (e) Neither the Authorised Representative nor the Depute shall at any time be members of the Network in his or her own right.
  - (f) The same individual person cannot be Authorised Representative or Depute to more than one Organisational Member at any one time.
  - (g) The Treasurer, appointed in terms of Article 58, may not be an Authorised Representative or a Depute of any member.
- 7.
- (a) Associate Members are not eligible to vote.
  - (b) Individual Members may vote only in connection with the election of one Trustee in terms of Articles 36(b) and 38, but otherwise have no vote.

8. Employees of the Network shall not be eligible for membership and may not act as Authorised Representative or Depute of one. A person who becomes an employee of the Network after admission to membership shall automatically cease to be a member or an Authorised Representative or Depute thereof.
9. The Board shall maintain a Register of Members, setting out all relevant details of each member and the relative category of membership, together where relevant with details of the Authorised Representative and Depute.

#### **Applications for membership**

10. Any corporate body or unincorporated association (or equivalent internationally) which, or individual who, wishes to become a member of the Network must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it at the Office (or other address specified therein). In the case of a corporate body, the application must be signed by an appropriate officer of that body; in the case of an unincorporated association, the application must be signed by an appropriate office-bearer(s) of that association.
11. An application for membership will not become effective until payment of the appropriate annual membership subscription has been received.
12. The Board shall consider such applications for membership promptly and shall inform each applicant whether he, she or it has been successful and in which category of membership he, she or it shall belong, the decision of the Board in this respect being final. The Board may, at its discretion, refuse to admit any corporate body, unincorporated association or individual to membership, except for reasons of gender, sexuality, race, religion or politics.

#### **Membership Subscriptions**

13. Members shall be required to pay an annual membership subscription within three months of the due date specified in the Annual Subscription Notice ('the Due Date'). A new member will pay his, her or its first subscription on a pro rata basis, proportionate to the remainder of the current subscription year (in terms of Article 14) remaining after the date of his, her or its admission to membership. The amount of the annual membership subscription and, different rates thereof shall be determined by the members at each AGM, the new rates to take effect for the next ensuing subscription year.
14. The subscription year shall run from 1st April to 31st March each year. This can be amended by the members at AGM, but not retrospectively.
15. Members who pay their annual membership subscription before the Due Date (see Article 13) can pay at a discounted rate of 90% of the annual subscription due. Any member who has not paid by the Due Date must pay at the full (non-discounted) rate. If a member's annual subscription has not been paid within three months of the Due Date, the Board may expel that member from membership. The Board of Trustees is empowered to offer a reduced first

subscription to new members who join at specific events such as the Network's AGM, or Annual Conference.

16. An organisation or individual who ceases (for whatever reason) to be a member shall not be entitled to any refund of the membership subscription.

#### **Cessation of Membership**

17. Any member, or Authorised Representative or Depute thereof appointed in terms of Article 6, may no longer serve as such in any one or more of the following events:

- (a) if by notice in writing to the Network he, she or it resigns his, her or its membership which will take effect three calendar months after the date on which the notice is received by the Network; or
- (b) if, being an individual, he or she becomes a bankrupt person, or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
- (c) if, being an individual, he or she becomes prohibited from being a Trustee (and, as such, a director of a limited company) by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
- (d) if, being an individual, he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified by two medical practitioners is expected to continue for a period of more than six months from the date or later date of such certification; or
- (e) if, being an individual, he or she dies; or
- (f) if, being an organisation, it goes into receivership, goes into liquidation dissolves or otherwise ceases to exist; or
- (g) if a resolution that a member be removed from the Network is passed by a majority of at least three-quarters of the Trustees present and voting at a meeting of the Board, of which not less than fourteen days' previous notice specifying the intention to propose such resolution and the general grounds on which it is proposed shall have been sent to all Trustees and also to the member whose removal is in question, such member being entitled to be heard by the Board at that meeting.

18. Membership is neither transferable nor assignable to any other individual or body.

#### **General Meetings (meetings of members)**

19. (a) The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year, provided that it be within 18 months after the date of incorporation of the Network. Thereafter, not more than 15 months shall elapse between one AGM and the next.
- (b) The AGM need not be held as a physical meeting, but may take place either by other collective visual and/or electronic means, or by invoking

the terms of Article 32. Where it is not held as a physical meeting, a date will be specified as the date of the AGM by which all voting by postal or other ballot must be made.

20. The business of each AGM shall include:
  - (a) the report by the Chairman on the activities of the Network;
  - (b) the election of Trustees;
  - (c) the fixing of annual subscriptions;
  - (d) the report of the independent financial examiner;
  - (e) approval of the annual accounts of the Network; and
  - (f) appointment of the independent financial examiner.
  
21.
  - (a) All General Meetings, other than AGMs, shall be called Extraordinary General Meetings.
  - (b) The Board may convene an EGM whenever it thinks fit.
  - (c) The Board must convene an EGM within twenty-eight (28) days of a valid requisition. To be valid, such requisition must be signed by not less than one-fifth of the members (not including Associate Members), must clearly state the objects of the meeting and must be deposited at the Network. The requisition may consist of several documents in like form each signed by one or more requisitionists.
  
22.
  - (a) Ten (10) weeks' clear notice at the least shall be given of every AGM.
  - (b) Twenty-one (21) clear days' notice at the least shall be given of every EGM.
  - (c) The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business.
  - (d) The notice shall be sent in manner hereinafter specified to all members and to such persons or bodies as are under these Articles or under the Act entitled to receive such notices.
  - (e) With the consent of all the members (other than Associate Members) having the right to attend and vote thereat, a meeting may be convened by such shorter notice as the members (other than Associate Members) may think fit in the circumstances.
  - (f) The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any members, persons or bodies entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any meeting.

#### **Quorum at General Meetings**

23. The quorum for a General Meeting shall be 25% of the Organisational Members, present via their Authorised Representatives or Deputies. No business shall be dealt with at any General Meeting unless a quorum is present.
  
24. If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum

ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the chairman of the meeting.

#### **Chairman of General Meetings**

25. The Chairman of the Network, whom failing the Vice-Chairman of the Network, shall act as chairman of each General Meeting. If neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time at which the General Meeting was due to commence, the Trustees present shall elect from among themselves the person who will act as chairman of that meeting.

#### **Voting by Members at General Meetings**

26. The chairman of the meeting (see Article 32) shall endeavour to achieve consensus wherever possible but, whenever necessary, questions arising shall be decided by being put to the vote.
27. (a) Each Organisational Member of the Network shall have one vote (which is to be exercised by its Authorised Representative or Depute appointed as its proxy in terms of Article 6).  
(b) Associate Members shall have no vote.  
(c) In the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as a deliberative vote.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
29. A resolution put to the vote at a General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded by the chairman of the meeting (or by at least two members present in person at the meeting and entitled to vote). A secret ballot may be demanded only either before the verbal vote or show of hands takes place, or immediately after the result of the verbal vote or show of hands is declared.
30. A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded in the following terms:  
(a) such demand must be made either by the chairman of the meeting, or by two or more members having the right to vote on the resolution;  
(b) such demand may be made at any time prior to a show of hands on that resolution, or immediately after the result of a show of hands on that resolution is declared;

- (c) a demand for a secret ballot may be withdrawn by its proposers prior to the secret ballot taking place, provided that the chairman of the meeting consents to the withdrawal; and
  - (d) the secret ballot shall be conducted in such a manner as the chairman of the meeting may direct, and the chairman shall appoint and instruct tellers, who may cast their own personal votes if members (or Authorised Representatives or proxies therefor) and the result shall be declared by the chairman at the same meeting at which the ballot is taken.
31. At any General Meeting a resolution put to the vote of the meeting shall be voted upon as follows:
- (a) Resolutions relating to the following matters shall require a special decision of not less than 75% of the Organisational Members who are represented by their Authorised Representative or Depute who are present and voting at the meeting, or 75% of the Organisational Members of the Network who respond timeously if it is a postal ballot, namely:
    - (i) to alter the name of the Network; or
    - (ii) to amend the Object; or
    - (iii) to amend these Articles; or
    - (iv) to wind up of the Network in terms of Clause 8 (a) of the Memorandum of Association and, where relevant, any decision requiring to be taken in terms of Clause 8 (c) thereof; or
    - (v) to purchase or sell any heritable property owned by the Network or any of its subsidiaries and to purchase any heritable property wherever situated; or
    - (vi) to form, acquire or dispose of any subsidiary; or
    - (vii) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Network; or
    - (viii) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Network or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
    - (ix) to acquire or dispose, whether by the Network or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Network or by any of its subsidiaries in any formal trust or joint venture; or
    - (x) all other Special Resolutions.
  - (b) Ordinary business and ordinary resolutions shall be determined by a simple majority of the Organisational Members of the Network who are represented by their Authorised Representative or Depute, who are present and voting at the meeting. or a simple majority of the Organisational Members who respond timeously if it is a postal ballot.
32. (a) Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the provisions of this Article are followed.

- (b) An ordinary resolution in writing signed by or on behalf of a simple majority of all the Organisational Members shall be as valid and effective as if the same had been passed at a General Meeting of the Network duly convened and held, provided that the provisions of this Article are followed.
- (c) A Special Resolution in writing signed by or on behalf of not less than 75% of all the Organisational Members shall be as valid and effective as if the same had been passed at a General Meeting of the Network duly convened and held, provided that the provisions of this Article are followed.
- (d) Written resolutions may not be used either for the removal of a Trustee prior to the expiration of his or her term of office, or for the removal of an independent financial examiner prior to the expiration of his or her term of office.
- (e) Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all Organisational Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Organisational Members).
- (f) Where such a written resolution is proposed by the Board, it must include the following express statements:
  - (i) an explanation to the eligible members how to signify their agreement to the resolution;
  - (ii) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail)
  - (iii) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and
  - (iv) the date by which the resolution must be passed if it is not to lapse (that is, the date which is twenty-eight (28) days after the Circulation Date).
- (g) Where such a written resolution is proposed by Organisational Members, the following shall apply:
  - (i) The resolution must be requested by not less than 5% of the Organisational Members (“the members’ request”).
  - (ii) The members’ request may be made in hard copy (by hand or by post) or in electronic form (by fax or by e-mail).
  - (iii) The member’s request must identify the resolution to be put to members. The Board can reject this if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise).
  - (iv) The members’ request can include an accompanying statement (not exceeding 1,000 words) which they can require the Network to issue with the written resolution to all Organisational Members.
  - (v) Within twenty-one (21) days, the Network must circulate the resolution and any accompanying statement with the express statements referred to in sub-clause (f) hereof.

- (vi) The Network may charge a reasonable fee to the requesting members to cover its costs of circulation of the members' request.
- (h) Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Organisational Members.
- (i) Once an Organisational Member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

### **Composition of Board of Trustees**

- 33. The affairs of the Network shall be directed and managed by a Board of Trustees appointed in terms of these Articles. The Board may exercise all such powers of the Trust, and do on behalf of the Trust all acts as may be exercised and done by the Trust, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.
- 34. The Organisational Members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution.
- 35. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively), the number of Trustees shall not be less than 4 nor more than 17.
- 36. From and after the first AGM of the Network, the Board shall comprise:
  - (a) up to eleven (11) individual persons elected as Trustees by the Organisational Members ("**the Organisational Trustees**"), who do not need themselves to be Authorised Representatives or named Deputies of Organisational Members, in terms of Article 37; and
  - (b) up to one (1) individual person elected as a Trustee by the Individual Members ("**the Individual Trustee**"), in terms of Article 38; and
  - (c) up to three (3) individual persons co-opted in terms of Article 39 ("**the Co-opted Trustees**"), in terms of Article 39; and
  - (d) the Treasurer (appointed in terms of Article 58); and
  - (e) the immediate past Chairman, but only for one year after the date of his or her retiral as Chairman.
- 37.
  - (a) At each AGM, one-third of the Organisational Trustees (or the nearest number upwards) shall retire from office. An Organisational Trustee who is retiring shall retain office until the close or adjournment of the meeting or, if there is no physical meeting, on the date specified as the date of the AGM in any notice issued in terms of Articles 19(b) and 32. No Trustee can serve more than three consecutive terms of office, without at least one year out of office before being eligible again.
  - (b) The Organisational Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between

persons who were elected or last re-elected Organisational Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

- (c) Nomination of any Organisational Trustee shall be in writing by not less than any two (2) Organisational Members, with the nominee confirming also in writing his or her willingness to act as an Organisational Trustee if elected. The nomination procedure will be explained to each Organisational Member with the Notice calling the AGM (which in terms of Article 22 (a) must be issued at least ten (10) weeks before the date of the AGM). All nominations to be valid must be delivered to the Office not less than seven (7) weeks before the date of the AGM.
  - (d) The Board shall ensure that, at least six (6) weeks before the date of the AGM, each Organisational Member shall be given details of all valid nominations timeously received, together where a vote is necessary with a ballot paper for completion.
  - (e) Election of any Organisational Trustee shall be by postal ballot only (which can be conducted also by e-mail or other electronic means approved by the Board). Each Organisational Member shall have one vote for each vacancy on the Board.
  - (f) To be valid, the ballot paper must be completed by an Organisational Member and returned to the Network not later than four (4) weeks before the date of the AGM.
  - (g) The result of the ballot, or of the uncontested nomination, of Organisational Trustees shall be intimated to all members before the AGM itself.
- 38.
- (a) At every second AGM, commencing 2013, the Individual Trustee shall retire from office having served a two year term. An Individual Trustee who is retiring shall retain office until the close or adjournment of the meeting or, if there is no physical meeting, on the date specified as the date of the AGM in any notice issued in terms of Articles 19(b) and 32. No Trustee can serve more than three consecutive terms of office, without at least one year out of office before being eligible again.
  - (b) Any Individual Member interested in becoming the Individual Trustee may put himself or herself forward by responding to the Network's bi-annual invitation to all Individual Members with a written statement of not more than 250 words explaining his or her applicability for the position, such statement to be delivered to the Network not less than seven (7) weeks before the date of the AGM.
  - (c) The Board shall ensure that there is notified to each Individual Member at least six (6) weeks before the date of the AGM details of all written statements timeously received, together where a vote is necessary with a ballot paper for completion.
  - (d) Election of an Individual Trustee shall be by postal ballot only (which can be conducted also by e-mail or other electronic means approved by the Board). Each Individual Member shall have one vote.

- (e) The ballot paper to be valid must be completed by an Individual Member and returned to the Network not later than four (4) weeks before the date of the AGM.
  - (f) The result of the ballot, or of the uncontested nomination, of an Individual Trustee shall be intimated to all members before the AGM itself.
- 39.
- (a) The Board may from time to time co-opt individuals to serve on the Board as Co-opted Trustees until the next AGM, provided that the maximum number referred to in Article 35 be not exceeded thereby. A Co-opted Trustee can be re-co-opted at such next AGM. A Co-opted Trustee can be removed from office at any time by a simple majority of the Board. A Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.
  - (b) The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Trustee elected in terms of either Article 37 or Article 38, from or after the date of such retiral or deemed retiral until the next AGM.
40. The office of Trustee shall *ipso facto* be vacated:
- (a) if he or she is employed by or holds any office of profit under the Network; or
  - (b) if he or she becomes a bankrupt person, or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
  - (c) if he or she is prohibited from being a charity trustee by virtue of section 69(2) of the Charities and Trustee Investment (Scotland) Act 2005 (as may be amended or re-enacted); or
  - (d) if, in terms of section 66(5) of the Charities and Trustee Investment (Scotland) Act 2005 (as may be amended or re-enacted);, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities and Trustee Investment (Scotland) Act 2005 (as may be amended or re-enacted);, such Trustee being entitled to be heard prior to the Board taking a decision; or
  - (e) if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee; or
  - (f) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified by two medical practitioners is expected to continue for a period of more than six months from the date or later date of such certification; or
  - (g) if he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Trustees resolve to remove him or her from office; or
  - (h) if by notice in writing to the Network he or she resigns his or her office; or
  - (i) he or she dies.

### **Chairman and Vice-Chairman**

41. (a) The Board shall meet as soon as practicable immediately after each AGM to appoint both a Chairman and a Vice-Chairman of the Network from the Board (either or both of whom can be one of the Co-opted Trustees appointed in terms of Article 39).
- (b) The Chairman must be a current Trustee, who has served for at least one year immediately before his or her election as Chairman (or, failing this, who has served as a Trustee previously within two years before his or her election as Chairman).

### **Conflicts of Interest**

42. (a) Any Trustee and/or employee who has a personal interest (as defined in Article 42(b) hereof) in any prospective or actual contract or other arrangement with the Network must declare that interest either generally to the Board or specifically at any relevant meeting of the Network. Where such an interest arises, the provisions within Article 42(c) shall apply.
- (b) A personal interest includes the following interests:
- (i) those of the Trustee or employee in question; and
  - (ii) those of his or her partner or close relative; and
  - (iii) those of any business associate; and
  - (iv) those of any firm of which he or she is a partner or employee; and
  - (v) those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; and
  - (vi) those of any person or organisation responsible for his or her appointment as a Trustee.
- (c) (i) Whenever a Trustee finds that there is a personal interest, as defined in Article 42(b), he or she has a duty to declare this to the Board meeting in question. In that event, the Trustee in question cannot partake in discussions or decisions relating to such matter.
- (ii) It shall be for the chairman of the meeting in question to determine whether the Trustee in question should be required to be absent during that particular element of the meeting. Where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.
- (iii) The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Network have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.

- (d) (i) The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 42(b), if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.
- (ii) If existing, the Register of Interests shall be open for inspection by both the Board and members of the Network and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

#### **Quorum at Board Meetings**

- 43. (a) The quorum for Board meetings shall be 50% of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.
- (b) A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

#### **Proceedings at Board Meetings**

- 44. The direction and business of the Network shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Network as it thinks fit, and may exercise all such powers of the Network, and do on behalf of the Network all such acts as may be exercised and done by the Network, and as are not by the Act or by these Articles required to be exercised or done by the members in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the Act and to such regulations (being not inconsistent with the said regulations and/or provisions) as may be made by the members in General Meeting provided that no such regulation or provision made by the members in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 45. The Board may act notwithstanding any vacancy in it.
- 46. (a) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Network, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
- (b) The banking account or accounts of the Network shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time by resolution determine.

47. (a) Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
- (b) Not less than fourteen (14) clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in Article 31(a) is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than seven (7) days' prior notice.
- (c) A Trustee may, and on the request of a Trustee the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.
48. The Chairman, whom failing the Vice-Chairman, shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of their number to be chairman of the meeting, which failing the meeting shall be adjourned until a time when the Chairman or Vice-Chairman will be available.
49. (a) All matters shall be determined, where consensus has not been achieved, verbally or on a show of hands, as appropriate, each Trustee present having one vote.
- (b) In the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as a deliberative vote.
50. (a) The Board may delegate any of its powers to sub-committees consisting of not less than one Trustee and such other person or persons as it thinks fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate the minutes of its meetings to all Trustees.
- (b) The Executive Committee (see Article 54) shall comprise the Chairman, Vice-Chairman, Treasurer (see Article 58), the principal officer of the Network (see Article 59) and such other one or more Trustees (up to a maximum of three) as the Board may from time to time appoint and shall be under the chairmanship of the Chairman, whom failing the Vice-Chairman.
- (c) An Advisory Committee (see Article 55) may be formed as and when required by the Board, to comprise up to 15 individual persons as the Board may from time to time appoint, to reflect so far as possible

geographical and sectoral representation, under the chairmanship of the Chairman, whom failing the Vice-Chairman.

51. The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees of the Board, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
52. A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee of the Board, who are entitled to receive notice of a meeting of the Board or of such sub-committee, or whether several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate so that all have signed together or separately) shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
53.
  - (a) The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
  - (b) The principal officer of the Network (see Article 59) shall if and to the extent required attend each meeting of the Board, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wish to keep confidential to itself, but shall have no vote.

#### **Executive Committee**

54. The Executive Committee shall be formed in terms of Article 50 (b) to manage and implement such strategy as the Board may delegate either generally or from time to time.

#### **Advisory Committee**

55. Any Advisory Committee formed in terms of Article 50 (c) shall have an advisory role to assist the Board generally, and specifically on matters referred to it by the Board. It shall meet or otherwise convene only as required, but usually on an annual basis and may invite all or any Trustees to attend its meetings. It may invite such observers and technical advisers to attend its meetings as pertinent to its business from time to time.

#### **Company Secretary, Minute Secretary, Treasurer and Executive Officer.**

56. The Board shall appoint a Company Secretary for such term, at such remuneration (if any), and upon such conditions, as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.

57. The Board may appoint a Minute Secretary for the purposes of Article 51.
58. The Board shall appoint a Treasurer for such term and upon such conditions, as it may think fit. The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract. Whilst in post, the Treasurer shall be co-opted as a Trustee, entitled to attend and vote at all Board meetings during his or her tenure as Treasurer.
59. The Board may appoint an Executive Officer of the Network on such terms and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.

### **Annual Accounts**

60. The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.
61. The accounting records shall be maintained or overseen by the Treasurer, shall be kept at the Office, or at such other place or places as the Board shall think fit and shall always be open to the inspection of the officers of the Network.
62. Once at least in every year, or as otherwise provided for by the Act, the accounts of the Network shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.
63. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Network or any of them shall be open to the inspection of the members of the Network.
64.
  - (a) At each AGM in every year the Board shall provide the members with an income and expenditure account for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the Network) together with a proper balance sheet made up as at the same date.
  - (b) Every such balance sheet shall be accompanied by proper reports of the Board and the independent financial examiner thereof.
  - (c) Copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force), and of any other documents required by law to be annexed or attached thereto or to accompany the same, shall not less than twenty-one (21) clear days before the date of the General Meeting at which they are to be laid be delivered or sent to the independent financial examiner and to all members in the manner in which notices are hereinafter directed to be served, or otherwise be available for inspection on the website of the

Network (with the independent financial examiner and all members being made aware that they are available for inspection there).

### **Notices**

65. A notice may be served by the Network upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its registered address as appearing in the Register of Members.
66. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
67. A member present at any meeting of the Network shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
68. The business of the Network and all its correspondence with and notification to or from members may be conducted equally validly and effectively as by post if transmitted by fax or e-mail to or from any member of the Network (except where that member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Network where the Network has advised each member of this and has taken due steps to notify by other reasonable means all other members.

### **Honorary Patron(s)**

69. The Organisational Members acting together in General Meeting may, on a proposal from the Board, agree to the appointment of one or more life term members (who pay no membership fees to the Network) as Honorary Patrons of the Network, who would be appointed either for such fixed period as those members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

### **Indemnity**

70. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Network shall be indemnified out of the funds of the Network against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Network and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

**Alteration of Memorandum & Articles of Association**

71. Subject to the terms of Article 31, no alteration in these Memorandum and Articles of Association may at any time be made unless by the decision of 75% of the members present at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

**Dissolution**

72. Clause 8 of the Memorandum of Association of the Network relating to the winding up and dissolution of the Network shall have effect as if the provisions thereof were repeated in these Articles.