
IFRF

Sheffield, June 2017

ARTICLES OF ASSOCIATION

**ARTICLES OF ASSOCIATION
OF IFRF LTD**

Author:	Philip Sharman, Executive Director
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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

IFRF Limited

(Adopted on the incorporation of the Company)



1st Floor, Arts Tower
Western Bank
Sheffield
S10 2TN UK

www.ifrf.net
administration@ifrf.net
+44 114 215 7202

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In these Articles, unless the context requires otherwise:

appointor has the meaning given to that term in Article 26.1;

Articles means the Foundation's articles of association for the time being in force;

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

CA 2006 means the Companies Act 2006;

Clear Days means (in relation to the period of a notice) 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;

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;

Conflict has the meaning given to that term in Article 18.2;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

corporate representative has the meaning given to that term in Article 45;

Deputy Superintendent of Research means the person appointed in accordance with Article 16;

director means a director of the Foundation (as defined in section 154 of CA 2006), and includes any person occupying the position of a director, by whatever name called;

directors' meeting has the meaning given to that term in Article 9;

document includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form has the meaning given to that term in section 1168 of CA 2006;

Executive Director means the person appointed in accordance with Article 17.1;

Foundation or Company means IFRF Ltd;

General Secretary means the person appointed by the Host Partner in accordance with Article 29;

hard copy form has the meaning given to that term in section 1168 of CA 2006;

Host Partner means The University of Sheffield;

IFRF Council means the governing body of the directors of the Foundation as provided in accordance with Article 4.3;

instrument means a document in hard copy form;

Limited Liability Member of IFRF Ltd means an owning member with the meaning given to that term in section 112 of CA 2006;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

National Committees means the national flame research committees established from time to time, those established at the date of the incorporation of the Foundation being American Flame (AFRC), British Flame (BFRC), French Flame (CF), Italian Flame (CI), German Flame (DW), Finnish Flame (FFRC), Netherlands Flame (NW), Swedish Flame (SFRC) and the Associated Member Group (AMG);

non-conflicted director means any director who is not a conflicted director;

ordinary resolution has the meaning given to that term in section 282 of CA 2006;

participate, in relation to a directors' meeting, has the meaning given to that term in Article 13;

President means the person appointed in accordance with Article 15;

proxy notice has the meaning given to that term in Article 43.2;

proxy notification address has the meaning given to that term in Article 44.1;

relevant loss has the meaning given to that term in Article 53.2.2;

relevant officer has the meaning given to that term in Articles 52.3.2 or 53.2.1, as the case may be;

special resolution has the meaning given to that term in section 283 of CA 2006;

subsidiary has the meaning given to that term in section 1159 of CA 2006;

Superintendent of Research means the person appointed in accordance with Article 16;

United Kingdom means Great Britain and Northern Ireland;

Vice President(s) means the person(s) appointed in accordance with Article 15; and

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Foundation shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The masculine, feminine or neuter gender respectively includes the other genders
- 1.7 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Foundation, but the following shall be the articles of association of the Foundation.
- 1.8 All amendments to the Articles shall require the approval of the Limited Liability Members of IFRF Ltd by special resolution (being a resolution passed by a majority of not less than 75% of the Limited Liability Members of IFRF Ltd).

2. Liability of the Limited Liability Members of IFRF Ltd

- 2.1 The liability of each Limited Liability Member of IFRF Ltd is limited to £1, being the amount that each Limited Liability Member of IFRF Ltd undertakes to contribute to the assets of the Foundation in the event of it being wound up while he is a Limited Liability Member of IFRF Ltd or within one year after he ceases to be a Limited Liability Member of IFRF Ltd, for:
 - 2.1.1 payment of IFRF Ltd's debts and liabilities contracted before he ceases to be a Limited Liability Member of IFRF Ltd;
 - 2.1.2 payment of the costs, charges and expenses of winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

PART 2

STATEMENT OF OBJECTS

3. Objects

3.1 The objects for which the Foundation is established are:

- 3.1.1 to develop knowledge and experience of combustion, in an efficient, safe and acceptable way that protects the environment, developing research in designated centres of excellence and making available the accumulated experience and knowledge to others for further development and industrial application but not itself undertaking such research other than its own desk based research but may fund third parties to undertake such research on its behalf and may also apply for and lead on collaborative research programmes where the research activities (other than desk based research) are to be undertaken by other parties ;
- 3.1.2 to promote the performance and co-ordination of experimental and other research relating to the objects of the Foundation, both by making use of the existing research facilities of the preferred research partner or partners and by promoting research facilities independently or in co-operation with others;
- 3.1.3 promoting co-operation and contacts with other research institutions, industries, research workers and specialists in as far as such is conducive to the attainment of the objects of the Foundation;
- 3.1.4 making accessible the results of the research to industry;
- 3.1.5 carrying on business as a general commercial company;
- 3.1.6 carrying on any other trade or business whatsoever which can, in the opinion of the Foundation, be advantageously carried on by the Foundation in connection with or ancillary to any of the general business of the Foundation or is calculated directly to benefit the Foundation or enhance the value of or render profitable any of the Foundation's property or rights or is required by any customers of or persons dealing with the Foundation;
- 3.1.7 purchasing or by any other means acquiring and taking options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
- 3.1.8 improving, managing, constructing, repairing, developing, exchanging, letting on lease or otherwise, mortgaging, charging, selling, disposing of, turning to account, granting licences, options, rights and privileges in respect of, or otherwise dealing with all or any part of the property and rights of the Foundation;

- 3.1.9 investing and dealing with the monies of the Foundation not immediately required in such manner as may from time to time be determined and by holding or otherwise dealing with any investments made;
- 3.1.10 lending and advancing money or giving credit on such terms as may seem expedient and with or without security to customers and others, entering into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Foundation may approve and securing or guaranteeing the payment of any sums of money or the performance of any obligation by any company, firm or person included any holding company, subsidiary or fellow subsidiary company in any manner;
- 3.1.11 borrowing and raising money in such manner as the Foundation shall think fit and securing the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Foundation's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security securing and guaranteeing the performance by the Foundation of any obligation or liability it may undertake or which may become binding on it;
- 3.1.12 drawing, making, accepting, endorsing, discounting, negotiating, executing and issuing cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.1.13 entering into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Foundation's objects or any of them, and obtaining from any such government or authority any charters, decrees, rights, privileges or concessions which the Foundation may think desirable and carrying out, exercising, and complying with any such charters, decrees, rights, privileges and concessions;
- 3.1.14 paying all or any expenses incurred in connection with the promotion, formation and incorporation of the Foundation, or contracting with any person, firm or company to pay the same;
- 3.1.15 giving or awarding pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally providing advantages, facilities and services for any persons who are or have been directors of, or who are to have been employed by, or who are serving or have served the Foundation, and to the wives, widows, children and other relatives and dependents of such persons; making payments towards insurance; and setting up, establishing, supporting and maintaining superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents;

- 3.1.16 doing all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others; and
 - 3.1.17 undertaking all such other lawful things as are conducive to the attainment of the objects of the Foundation.
- 3.2 The objects set forth in this Article 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Foundation. None of each sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Foundation shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company. The word **company** in this Article, except where used in reference to the Foundation, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- 3.3 The Foundation shall be independent with no political party association. The income and property of the Foundation shall be applied solely towards the promotion of its objects as set forth in this Article 3 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 Limited Liability Members of IFRF Ltd, provided that nothing herein shall prevent any payment in good faith by the Foundation :
 - 3.3.1 of reasonable and proper remuneration to any Limited Liability Member of IFRF Ltd, officer or servant of the Foundation for any services rendered to the Foundation;
 - 3.3.2 of any interest on money lent by any Limited Liability Member of IFRF Ltd or any director at a reasonable and proper rate;
 - 3.3.3 of reasonable and proper rent for premises demised or let by any Limited Liability Member of IFRF Ltd or any director; and
 - 3.3.4 to any director of out-of-pocket expenses.
- 3.4 If upon the winding up or dissolution of the Foundation there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Limited Liability Members of IFRF Ltd, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Foundation and which shall prohibit the distribution of its or their income to its or their shareholders or members , such institutions to be determined by the Limited Liability Members of IFRF Ltd at or before the time of dissolution.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

- 4.1 Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Foundation's business, for which purpose they may exercise all the powers of the Foundation.
- 4.2 The governing body of the Foundation is vested in a council of the directors which shall be referred to as the "IFRF Council".
- 4.3 The IFRF Council shall have sole control in regard of matters relating to the management of the Foundation, in as far as these matters are not delegated to a committee or other person. The IFRF Council shall be responsible for the property of the Foundation and for day to day control of such property.
- 4.4 The IFRF Council may draw up bye-laws containing a further specification of responsibilities and proceedings, the duties of the IFRF Council itself, its officers or the other committees of the Foundation.

5. Strategic objectives

Without prejudice to the generality of Article 4, the directors may resolve in accordance with Article 9 to change the Foundation's name. The IFRF Council will propose a plan of strategic objectives for the Foundation. The plan must indicate the core activities and satellite activities, together with the programme for the information-communication area. With respect to the programme outlined by the plan, the annual budget in draft form, must be issued as draft prior to the first meeting of the IFRF Council. This budget will constitute the operative guidelines for all the areas of the Foundation's activities. The budget will be monitored quarterly by the General Secretary, who will refer for any necessary actions to the Executive Director and to the President. The IFRF Council shall approve the annual accounts of the preceding financial year and the auditors report where available.

6. Reserve power of the Limited Liability Members of IFRF Ltd

- 6.1 The Limited Liability Members of IFRF Ltd may, by special resolution, direct the directors to take, or refrain from taking, any specified action. Unless otherwise agreed unanimously in writing by the Limited Liability Members of IFRF Ltd the Foundation shall not:
 - 6.1.1 purchase any asset with a purchase price or value in excess of £10,000;
or
 - 6.1.2 incur any contractual liability whether by hire or lease in respect of any asset which has a purchase price or value in excess of £10,000;

- 6.1.3 enter into any contract, arrangement or commitment involving expenditure if the amount or the aggregate amount of the expenditure would exceed £10,000 in any one year or in relation to any one project;
 - 6.1.4 incur any borrowings;
 - 6.1.5 create any fixed or floating charge, lien (other than a lien arising .by operation of law) or other encumbrance over the whole or any part of the undertaking, property or other assets of the Foundation;
 - 6.1.6 make any loan or advance or gives any credit (other than normal trade credit) in excess of £5,000 to any person;
 - 6.1.7 sell, transfer, lease, assign or otherwise dispose of a material part of the undertaking, property or other assets of the Foundation ;
 - 6.1.8 give any guarantee or indemnity to secure the liabilities or obligations of any person;
 - 6.1.9 incorporate any subsidiary;
 - 6.1.10 approve or operate any budget or annual expenditure plans which forecast or result in a deficit.
- 6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7. Directors may delegate

- 7.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 7.1.1 to such person or committee;
 - 7.1.2 by such means (including by a power of attorney);
 - 7.1.3 to such an extent;
 - 7.1.4 in relation to such matters or territories; and
 - 7.1.5 on such terms and conditions;
- as they think fit.
- 7.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 7.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

8. Committees

- 8.1 The IFRF Council shall appoint an Executive Committee which shall report to the IFRF Council, consisting of:
- 8.1.1 the President,
 - 8.1.2 the Vice President(s), if nominated,
 - 8.1.3 the General Secretary,
 - 8.1.4 the Executive Director,
 - 8.1.5 the Superintendent of Research, and
 - 8.1.6 the Deputy Superintendent of Research.

This committee will have the duty to supervise and advise the execution of the tasks of Executive Director, except in the case where other delegations and powers have been assigned by the IFRF Council and shall report to the IFRF Council .

- 8.2 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors including the voting rights at such meetings.
- 8.3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them. The directors may also make proposals of the Limited Liability Members of IFRF Ltd where the directors believe changes are required to the Articles which the Limited Liability Members of IFRF Ltd shall consider before effecting any changes to the Articles.
- 8.4 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

9. Directors to take decisions collectively

- 9.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 10.1 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 11 (Unanimous decisions).
- 9.2 If the Foundation only has one director for the time being and no provision of the Articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions

without regard to any of the provisions of the Articles relating to directors' decision-making.

- 9.3 Subject to the Articles, each director participating in a directors' meeting has one vote.
- 9.4 The IFRF Council shall meet at least once a year. Meetings may also be held if the President or at least two other members of the IFRF Council consider such meetings desirable. The IFRF Council may also hold meetings by teleconference, videoconference, or webconference.
- 9.5 All meetings shall be convened at least fourteen days before the meeting is held. All notices shall contain the agenda of the meeting. The place of the meeting shall be decided upon each time by the President or the persons convening the meeting. All meetings shall be convened in accordance with Article 12.

10. Directors' written resolutions

- 10.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 10.2 If the Company has appointed a secretary for the purposes of section 270 CA 2006, the secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 10.3 Notice of a proposed directors' written resolution must indicate:
 - 10.3.1 the proposed resolution; and
 - 10.3.2 the time by which it is proposed that the directors should adopt it.
- 10.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 10.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

11. IFRF Council decisions

- 11.1 All decisions of the directors taken within the IFRF Council are by simple majority of votes present or represented save for any proposal for dissolution of the Foundation, where a unanimous decision is required.
- 11.2 A decision of the directors is taken in accordance with this Article 11 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.

- 11.3 A decision may not be taken in accordance with this Article 11 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 11.4 Once a directors' unanimous decision is taken in accordance with this Article 11 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

12. Calling an IFRF Council meeting

- 12.1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not they are absent from the UK, or if such person is appointed by authorising the secretary to give such notice.
- 12.2 Notice of any directors' meeting must indicate:
 - 12.2.1 its proposed date and time;
 - 12.2.2 where it is to take place; and
 - 12.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.3 Subject to Article 12.4, notice of a directors' meeting must be given to each director but need not be in writing.
- 12.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Foundation prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13. Participation in IFRF Council meetings

- 13.1 Subject to the Articles, directors participate in an IFRF Council meeting, or part of an IFRF Council meeting, when the meeting has been called and takes place in accordance with the Articles, and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether directors are participating in an IFRF Council meeting, it is irrelevant where any director is or how they communicate with each other.
- 13.3 If all the directors participating in an IFRF Council meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14. Quorum for IFRF Council meetings

- 14.1 At an IFRF Council meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 Subject to Article 14.3, the quorum for the transaction of business at an IFRF Council meeting is such number of the members of the IFRF Council holding in person or as an alternate the voting rights of more than half the members of the IFRF Council entitled to vote. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, the quorum for the transaction of business in these circumstances shall be one.
- 14.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director, provided that the other requirements of Article 14.2 are met.

15. President and Vice President(s)

- 15.1 The directors may appoint a person to chair meetings of the IFRF Council and the Executive Committee, and to be President of the Foundation. The person so appointed for the time being is known as the President.
- 15.2 The directors may terminate the President's appointment at any time.
- 15.3 If the President is not participating in an IFRF Council meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 15.4 Upon request by the President, the IFRF Council has the power to nominate one or two Vice Presidents . If two Vice Presidents are elected, it must be made clear who is the senior Vice President.
- 15.5 If the numbers of votes for and against a proposal at a meeting of the IFRF Council are equal, the President or other director chairing the meeting shall not have a casting vote.
- 15.6 The first President and the first Vice President(s) of the Foundation shall be nominated according to the Articles of the Foundation. They will remain in office for the period stipulated in the Articles, and for a maximum term of three years. At the end of this period, the President nominated shall resign and the Vice President, or senior Vice President if two Vice Presidents are elected, nominated with the Articles takes on the position of President. The IFRF Council shall nominate a new Vice President, and this procedure will be repeated. As a norm, the President and the Vice President(s) should be from different geographical areas according to a rotation plan defined by the IFRF Council.
- 15.7 Upon his appointment, the President must verify that the medium term technical objectives of the Foundation are up to date.

- 15.8 The President shall formulate the meeting agendas of the IFRF Council meetings, sign the minutes of the meetings with the secretary (if appointed) responsible for recording the minutes, and shall ensure that all the decisions of the IFRF Council are correctly implemented. The senior Vice President substitutes the President in his absence or unavailability.
- 15.9 The President must ensure that suitable candidates for the offices of the Foundation and the other posts are submitted for examination to the IFRF Council in proper time with respect to the provisions to be made.
- 15.10 In cooperation with the General Secretary, the President must monitor and propose any changes to the conditions of employment of the Executive Director and, when necessary, put before the IFRF Council a proposal for nomination of his successor.
- 15.11 The Vice President(s) must perform his (their) duties in agreement with the President.
- 15.12 If the President is not capable of performing his duties, the Vice President, or, if there are two Vice Presidents, the senior Vice President, will perform the duties of the President until the President can resume his duties.
- 15.13 If the President is not capable of resuming his duties on a permanent basis, his substitute must continue to perform functioning as President until a new President has been nominated.

16. The Superintendent of Research and Deputy Superintendent of Research

- 16.1 The IFRF Council shall, from time to time, appoint a Superintendent of Research, who will be responsible to the IFRF Council for maintaining the scientific quality of research of the Foundation and shall, from time to time, be entitled to remove such person from such office. The IFRF Council may also, from time to time, nominate a Deputy Superintendent of Research and shall, from time to time, be entitled to remove such person from such office.
- 16.2 The Superintendent of Research is a Group B member by right of the IFRF Council and of the Executive Committee. He initiates the research process with his Deputy, if nominated, in collaboration with the Executive Director and collects information, from the National Committees, that support the research of the Foundation.
- 16.3 The Superintendent of Research shall ensure that the IFRF Council continuously updates the technological objectives of the Foundation and will take part in determining the Foundation's policy in terms of financing the research activities.
- 16.4 If appointed, the Deputy Superintendent of Research shall support the Superintendent of Research in all his activities and duties.

17. Executive Director

- 17.1 The Executive Director shall be appointed, from time to time, by the IFRF Council and has the task of representing the Foundation in all circumstances for so long as the Executive Director remains in office. The IFRF Council shall, from time to time,

be entitled to remove such person from office if they cease to be employed by the Foundation.

- 17.2 The Executive Director is a member by right of the IFRF Council and the Executive Committee.
- 17.3 The Executive Director shall ,in conjunction with the Executive Committee, manage routine administration of costs relating to the running of the Foundation and to the maintenance of fixed assets and property, within the limits of approved budget expenditure.

18. Directors' conflicts of interests

- 18.1 For the purposes of this Article 18, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 18.2 The directors may, in accordance with the requirements set out in this Article 18, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**).
- 18.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 18.4 Any authorisation under this Article 18 will be effective only if:
 - 18.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 18.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and
 - 18.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 18.5 Any authorisation of a Conflict under this Article 18 may (whether at the time of giving the authorisation or subsequently):
 - 18.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

18.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

18.5.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

18.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Foundation and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

18.6.1 disclose such information to the directors or to any director or other officer or employee of the Foundation; or

18.6.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

18.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

18.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

18.7.2 is not given any documents or other information relating to the Conflict;

18.7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

18.8 Where the directors authorise a Conflict:

18.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;

18.8.2 the director will not infringe any duty he owes to the Foundation by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

18.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Foundation for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Foundation's subsidiaries or of any other body corporate in which the Foundation is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the IFRF Council or by the Foundation in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be

avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.

- 18.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 18.5.2 and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 18.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Foundation or in which the Foundation is otherwise interested;
 - 18.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Foundation, in which he is in any way directly or indirectly interested unless the IFRF Council requests that he does not participate in the voting ;
 - 18.10.3 may act by himself or his firm in a professional capacity for the Foundation (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 18.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Foundation or in which the Foundation is otherwise interested; and
 - 18.10.5 shall not, by reason of his office, be accountable to the Foundation for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.
- 18.11 For the purposes of this Article 18, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 18.12 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 18.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted

as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. Records of decisions to be kept

The directors must ensure that the Foundation keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the IFRF Council or any committee accessible to all members of the IFRF Council and the Limited Liability Members of IFRF Ltd .

20. Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

21. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

22. Methods of appointing directors

22.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution or by the members of the IFRF Council subject to the following restrictions. The IFRF Council shall be composed of the following directors :

22.1.1 The General Secretary and the Executive Director, being members by right of the IFRF Council; and

22.1.2 a variable number of directors appointed upon nomination of the various National Committees in accordance with Article 22.2.

22.2 Each National Committee shall be entitled from time to time to appoint a single member of the IFRF Council and, from time to time to remove such person from office. Such nominees will enter in office starting from the date of the letter of designation and remain a member until their mandate is terminated by the National Committees that conferred it. If a vacancy arises among these members, the IFRF Council shall invite the National Committee by which the leaving member has been nominated, to send in within a period of 60 days after the invitation has been sent, a nomination of one person to fill the vacancy, which nomination shall be binding to the IFRF Council;

such nominees are referred to in these Articles as **(Group A)**.

22.3 In addition to Group A members in accordance with Article 22.1, the following persons shall be entitled to attend meetings of the IFRF Council as observers who may be asked to speak by the IFRF Council and in the case of the President to chair the meetings but may not vote or be counted in the quorum for meetings :

- 22.3.1 The President, the Vice President(s), the Superintendent of Research and the Deputy Superintendent of Research; and
- 22.3.2 Up to a maximum of 10 other members may be co-opted by the IFRF Council on the basis of competence recognized by the scientific community in the various areas of flame research and industrial combustion, as an expression of the interdisciplinary nature of the Foundation. These members will take up their posts as observers from the date of their acceptance by the IFRF Council, and will retire at the end of the period determined by the IFRF Council at the moment of their co-opting by the IFRF Council and may be removed from office by the IFRF Council at any time;

such nominees are referred to in these Articles as **(Group B)**.

- 22.4 The Superintendent of Research and the Deputy Superintendent of Research cannot be members of Group A, if they are part of Group A, they shall automatically lose their role as member of Group A and a substitute must be found for the group.
- 22.5 If the number of supporting National Committees increases, the provisions of Articles 22.1.2 shall apply to the appointment of the new members of the IFRF Council resulting from the establishment of the new National Committee.
- 22.6 Subject to this Article 22 any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution, or otherwise in accordance with the Articles.

23. Termination of director's appointment

- 23.1 A person ceases to be a director of the IFRF Council or as the case may be the right to be a Group B member as soon as:
 - 23.1.1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;
 - 23.1.2 if a Limited Liability Member of IFRF Ltd, that person ceases to be a Limited Liability Member of IFRF Ltd;
 - 23.1.3 a bankruptcy order is made against that person;
 - 23.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debt and the Foundation resolves that his office be vacated;
 - 23.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Foundation stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- 23.1.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 23.1.7 notification is received by the Foundation from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 23.1.8 a National Committee closes or ceases to be part of the Foundation, the representative members of the IFRF Council belonging to this National Committee shall automatically cease to be members of the IFRF Council;
- 23.1.9 a member loses their status in relation to the National Committee that nominated them , their membership of the IFRF Council ending on the earlier of the day of the appointment of the succeeding member or the Foundation's receipt of notice of their removal;
- 23.1.10 a National Committee, while maintaining affiliation to the Foundation, ceases to support its activities as previously agreed, the membership of those directors nominated by that organisation ends at the end of the period for which the support had been given;
- 23.1.11 they are removed from office by the IFRF Council in the case of the any Group B member ; or
- 23.1.12 if a member sends written notice to the IFRF Council announcing their plan to retire as a member of the IFRF Council, their membership ends on the date that the written notice is received by the Foundation.

24. Directors' remuneration

- 24.1 Directors may undertake any services for the Foundation that the directors decide.
- 24.2 Directors are entitled to such remuneration as the directors determine for their services to the Foundation as directors and for any other service which they undertake for the Foundation.
- 24.3 Subject to the Articles, a director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

25. Directors' expenses

- 25.1 The Foundation may pay any reasonable expenses which the directors (including alternate directors) and the General Secretary properly incur in connection with their attendance at:
 - 25.1.1 meetings of directors or committees of directors, or

25.1.2 general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Foundation.

ALTERNATE DIRECTORS

26. Appointment and removal of alternate directors

26.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

26.1.1 exercise that director's powers; and

26.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

26.2 Any appointment or removal of an alternate must be effected by notice in writing to the Foundation signed by the appointor, or in any other manner approved by the directors.

26.3 The notice must identify the proposed alternate and in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

27. Rights and responsibilities of alternate directors

27.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

27.2 Except as the Articles specify otherwise, alternate directors:

27.2.1 are deemed for all purposes to be directors;

27.2.2 are liable for their own acts and omissions;

27.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 23); and

27.2.4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

27.3 A person who is an alternate director but not a director:

27.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not

participating and provided that no alternate may be counted as more than one director for these purposes);

27.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and

27.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

27.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

27.5 An alternate director is not entitled to receive any remuneration from the Foundation for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Foundation.

28. Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates:

28.1 at the end of the meeting for which they were nominated as an alternate;

28.2 when notification is received by the Foundation from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;

28.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

28.4 on the death of that appointor; or

28.5 when the alternate's appointor's appointment as a director terminates.

GENERAL SECRETARY

29. Appointment and removal of General Secretary

29.1 The Host Partner may appoint any person who is willing to act as the General Secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the Host Partner so decides, appoint a replacement, in each case by a decision of the Host Partner.

29.2 If the Host Partner shall not make a proposal within 30 days by the resignation of the General Secretary, then the Executive Committee shall nominate the General Secretary.

29.3 The General Secretary shall remain in office for a period of three years, renewable upon decision of the Host Partner.

- 29.4 Each year, on the basis of the objectives of the IFRF Council, the General Secretary shall verify the budget prepared by the Executive Director by 31 July for the following financial year. Subject to any changes required by the IFRF Council, the budget shall be approved and ratified by the IFRF Council as soon as practicable thereafter.

PART 4

LIMITED LIABILITY MEMBERS OF IFRF LTD

BECOMING AND CEASING TO BE A LIMITED LIABILITY MEMBER OF IFRF LTD

30. Applications for membership

The first Limited Liability Member of IFRF Ltd is the Host Partner. No person shall become a Limited Liability Member of IFRF Ltd unless:

- 30.1 that person has completed an application for Limited Liability Membership in a form approved by the IFRF Council; and
- 30.2 the IFRF Council has approved the application.

31. Termination of membership

- 31.1 A Limited Liability Member of IFRF Ltd may withdraw from being a Limited Liability Member of IFRF Ltd by giving seven days' notice to the Foundation in writing.
- 31.2 Other than the Host Partner, the directors may terminate the membership of any Limited Liability Member of IFRF Ltd provided that the Limited Liability Member of IFRF Ltd concerned shall have a right to be heard before any final decision is made.
- 31.3 Limited Liability Membership of IFRF Ltd is not transferable.
- 31.4 Subject to Articles 31.1 and 31.2, a Limited Liability Member of IFRF Ltd shall cease to be such a Limited Liability Member of IFRF Ltd when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

32. Convening general meetings

The directors may call general meetings and, on the requisition of Limited Liability Members of IFRF Ltd pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or Limited Liability Members of IFRF Ltd requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Foundation has only a single Limited Liability Member of IFRF Ltd, such Limited Liability Member of IFRF Ltd shall be entitled at any time to call a general meeting.

33. Notice of general meetings

- 33.1 General meetings of the Limited Liability Members of IFRF Ltd (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Limited Liability Members of IFRF Ltd having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the Limited Liability Members of IFRF Ltd.
- 33.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 33.3 Subject to the provisions of these Articles and to any restrictions imposed on Limited Liability Members of IFRF Ltd, the notice shall be given to all Limited Liability Members of IFRF Ltd and to the directors, alternate directors and the auditors for the time being of the Foundation.
- 33.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

34. Resolutions requiring special notice

- 34.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Foundation at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 34.2 Where practicable, the Foundation must give the Limited Liability Members of IFRF Ltd notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Foundation must give the Limited Liability Members of IFRF Ltd at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 34.3 If, after notice to propose such a resolution has been given to the Foundation, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 34.1.

35. Attendance and speaking at general meetings

- 35.1 A person is able to exercise the right to speak at a general meeting of the Limited Liability Members of IFRF Ltd when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- 35.2 A person is able to exercise the right to vote at a general meeting of the Limited Liability Members of IFRF Ltd when:
- 35.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 35.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 35.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting of the Limited Liability Members of IFRF Ltd to exercise their rights to speak or vote at it.
- 35.4 In determining attendance at a general meeting of the Limited Liability Members of IFRF Ltd, it is immaterial whether any two or more Limited Liability Members of IFRF Ltd attending it are in the same place as each other.
- 35.5 Two or more persons who are not in the same place as each other attend a general meeting of the Limited Liability Members of IFRF Ltd if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

36. Quorum for general meetings

- 36.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if there is only a single Limited Liability Member of IFRF Ltd, the quorum shall be one such qualifying person.
- 36.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting of the Limited Liability Members of IFRF Ltd if the persons attending it do not constitute a quorum.

37. Chairing general meetings

- 37.1 If the directors have appointed a President, the President shall chair general meetings if present and willing to do so.
- 37.2 If the directors have not appointed a President, or if the President is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 37.2.1 the directors present, or
 - 37.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

37.3 The person chairing a meeting in accordance with this Article is referred to as the **chairman of the meeting**.

38. Attendance and speaking by directors and non-Limited Liability Members of IFRF Ltd

38.1 Directors may attend and speak at general meetings of the Limited Liability Members of IFRF Ltd, whether or not they are Limited Liability Members of IFRF Ltd.

38.2 The chairman of the meeting may permit other persons who are not:

38.2.1 Limited Liability Members of IFRF Ltd, or

38.2.2 otherwise entitled to exercise the rights of Limited Liability Members of IFRF Ltd in relation to general meetings,

to attend and speak at a general meeting.

39. Adjournment

39.1 If the persons attending a general meeting of the Limited Liability Members of IFRF Ltd within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

39.2 The chairman of the meeting may adjourn a general meeting of the Limited Liability Members of IFRF Ltd at which a quorum is present if:

39.2.1 the meeting consents to an adjournment, or

39.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

39.3 The chairman of the meeting must adjourn a general meeting of the Limited Liability Members of IFRF Ltd if directed to do so by the meeting.

39.4 When adjourning a general meeting of the Limited Liability Members of IFRF Ltd, the chairman of the meeting must:

39.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

39.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

39.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Foundation must give at least seven Clear Days' notice of it

(that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- 39.5.1 to the same persons to whom notice of the Foundation's general meetings of the Limited Liability Members of IFRF Ltd is required to be given, and
 - 39.5.2 containing the same information which such notice is required to contain.
- 39.6 No business may be transacted at an adjourned general meeting of the Limited Liability Members of IFRF Ltd which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

40. Voting: general

- 40.1 A resolution put to the vote of a general meeting of the Limited Liability Members of IFRF Ltd must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions to which Limited Liability Members of IFRF Ltd are subject, on a show of hands, every Limited Liability Member of IFRF Ltd who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a Limited Liability member of IFRF Ltd, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 40.2 Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

41. Errors and disputes

- 41.1 No objection may be raised to the qualification of any person voting at a general meeting of the Limited Liability Members of IFRF Ltd except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 41.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

42. Poll votes

- 42.1 On a poll every Limited Liability Member of IFRF Ltd who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote. On a poll, Limited Liability Members of IFRF Ltd entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

- 42.2 A poll on a resolution may be demanded:
- 42.2.1 in advance of the general meeting of the Limited Liability Members of IFRF Ltd where it is to be put to the vote, or
 - 42.2.2 at a general meeting of the Limited Liability Members of IFRF Ltd, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 42.3 A poll may be demanded by:
- 42.3.1 the President or the chairman of the meeting;
 - 42.3.2 the directors;
 - 42.3.3 two or more persons having the right to vote on the resolution; or
 - 42.3.4 a person or persons representing not less than one tenth of the total voting rights of all the Limited Liability Members of IFRF Ltd having the right to vote on the resolution.
- 42.4 A demand for a poll may be withdrawn if:
- 42.4.1 the poll has not yet been taken, and
 - 42.4.2 the President or the chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 42.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 42.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 42.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

43. Content of proxy notices

- 43.1 Subject to the provisions of these Articles, a Limited Liability Member of IFRF Ltd is entitled to appoint another person as his proxy to exercise all or any of his rights to

attend and to speak and vote at a general meeting of the Limited Liability Members of IFRF Ltd. A Limited Liability Member of IFRF Ltd may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise different voting rights held by that Limited Liability Member of IFRF Ltd.

- 43.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- 43.2.1 states the name and address of the Limited Liability Member of IFRF Ltd appointing the proxy;
 - 43.2.2 identifies the person appointed to be that Limited Liability Member of IFRF Ltd's proxy and the general meeting in relation to which that person is appointed;
 - 43.2.3 is signed by or on behalf of the Limited Liability Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 43.2.4 is delivered to the Foundation in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting of the Limited Liability Members of IFRF Ltd (or adjourned meeting) to which they relate and received by the Foundation:
 - 43.2.4.1 subject to Articles 43.2.4.2 and 43.2.4.3 in the case of a general meeting of the Limited Liability Members of IFRF Ltd or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 43.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
 - 43.2.4.3 where the poll is not taken forthwith but is taken not more than forty- eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,and a proxy notice which is not delivered and received in such manner shall be invalid.
- 43.3 The Foundation may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 43.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Foundation is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a

proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.

- 43.5 Unless a proxy notice indicates otherwise, it must be treated as:
 - 43.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 43.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting of the Limited Liability Members of IFRF Ltd to which it relates as well as the meeting itself.

44. Delivery of proxy notices

- 44.1 Any notice of a general meeting of the Limited Liability Members of IFRF Ltd must specify the address or addresses (**proxy notification address**) at which the Foundation or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 44.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Foundation by or on behalf of that person to a proxy notification address.
- 44.3 An appointment under a proxy notice may be revoked by delivering to the Foundation a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 44.4 A notice revoking a proxy appointment only takes effect if it is received by the Foundation:
 - 44.4.1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 44.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four before the time appointed for the taking of the poll; or
 - 44.4.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,and a notice which is not delivered and received in such manner shall be valid.
- 44.5 In calculating the periods referred to in Article 43 (Content of proxy notices) and this Article 44, no account shall be taken of any part of a day that is not a working day.

44.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

45. Representation of corporations at meetings

Subject to CA 2006, a company or corporation which is a Limited Liability Member of IFRF Ltd may, authorise one or more persons to act as its representative or representatives at a meeting of the Company (**corporate representative**). .

46. Amendments to resolutions

46.1 An ordinary resolution to be proposed at a general meeting of the Limited Liability Members of IFRF Ltd may be amended by ordinary resolution if:

46.1.1 notice of the proposed amendment is given to the Foundation in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

46.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

46.2 A special resolution to be proposed at a general meeting of the Limited Liability Members of IFRF Ltd may be amended by ordinary resolution, if:

46.2.1 the chairman of the meeting proposes the amendment at the general meeting of the Limited Liability Members of IFRF Ltd at which the resolution is to be proposed, and

46.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

46.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

47. Written resolutions

47.1 A resolution of the Limited Liability Members of IFRF Ltd may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

48. Means of communication to be used

48.1 Subject to the Articles, anything sent or supplied by or to the Foundation under the Articles may be sent or supplied in any way in which of CA 2006 provides for

documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Foundation.

- 48.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 48.2.1 If properly addressed and sent by prepaid first class post to an address in the United Kingdom, forty-eight hours after it was posted;
 - 48.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 48.2.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and
 - 48.2.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 48.2 no account shall be taken of any part of a day that is not a working day.

- 48.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006.
- 48.4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 48.5 A director may agree with the Foundation that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight hours.

ADMINISTRATIVE ARRANGEMENTS

49. Company seals

- 49.1 Any common seal may only be used by the authority of the directors.
- 49.2 The directors may decide by what means and in what form any common seal is to be used.
- 49.3 Unless otherwise decided by the directors, if the Foundation has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature.

49.4 For the purposes of this Article, an authorised person is:

49.4.1 any director of the Foundation; or

49.4.2 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

50. Accounts and other records

50.1 The Foundation shall comply with all financial and accounting regulations and ethical policies, as they apply to subsidiary companies of the Host Partner, and as notified by the Host Partner to the Company from time to time and the directors shall, promptly on request, provide the Host Partner with all such information as relates to such compliance and as may be otherwise required for the Host Partner's audit committee or as required by the Host Partner and advised to the Foundation from time to time to for so long as the Host Partner is the only Limited Liability Member.

50.2 At the end of each Financial Year the General Secretary shall verify the draft prepared by the Executive Director and/or the auditors of the annual accounts of the preceding financial year. The draft shall be submitted for ratification and approval by the IFRF Council within 180 days of the end of the financial year.

51. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Foundation or any of its subsidiaries (other than a director or former director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Foundation or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

52. Indemnity

52.1 Subject to Article 52.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

52.1.1 each relevant officer shall be indemnified out of the Foundation's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:

52.1.1.1 in the actual or purported execution and/or discharge of their duties, or in relation to them; and

52.1.1.2 in relation to the Foundation's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) any liability incurred by them in defending any civil or criminal proceedings in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the

court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Foundation's (or any associated company's) affairs; and

52.1.2 the Foundation may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 52.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

52.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

52.3 In this Article 52:

52.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

52.3.2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Foundation or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Foundation (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

53. Insurance

53.1 The directors may decide to purchase and maintain insurance, at the expense of the Foundation, for the benefit of any relevant officer in respect of any relevant loss.

53.2 In this Article 53:

53.2.1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Foundation or an associated company (including any company which is a trustee of an occupational pension scheme) as defined by section 235(6) of CA 2006;

53.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Foundation, any associated company or any pension fund or employees' share scheme of the Foundation or associated company; and

53.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

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