

THE INSTITUTE OF SCIENTIFIC AND TECHNICAL COMMUNICATORS

1. The name of the Company (hereinafter called 'the Institute') is 'THE INSTITUTE OF SCIENTIFIC AND TECHNICAL COMMUNICATORS'.
2. The registered office of the Institute will be situated in England.
3. The object for which the Institute is established is:
To promote scientific and technical communication for the public benefit by encouraging standards of quality, by promoting and facilitating education, training and increasing the professional standing of individuals in the field of scientific and technical communication
4. The powers of the Institute which may be exercised in furtherance of the object, but not otherwise, shall be:
 - a. To acquire and take over the business, assets, liabilities and membership rolls of the Organisations registered as The Institution of Technical Authors and Illustrators Limited and The Institute of Technical Publicity and Publications Limited.
 - b. To establish and maintain professional standards and codes of practice.
 - c. To lay down standards of education, training, knowledge and experience, appropriate for the admission of persons to the various grades of membership of the Institute.
 - d. To promote education and training for the attainment of the standards referred to in clauses 4(b) and 4(c).
 - e. To institute examinations and to appoint examiners; to cooperate with any other examining body; and to award certificates and diplomas to those who pass such examinations.
 - f. To institute, establish and promote scholarships, grants, awards and prizes.
 - g. To establish or assist in establishing educational courses and qualifications in the field of scientific and technical communication.
 - h. To stimulate research into scientific and technical communication or related subjects.
 - i. To organise and promote conferences, exhibitions, meetings and symposia on the subject of scientific and technical communication or related subjects either alone or with others.
 - j. To cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, reports, periodicals, magazines, books, leaflets or other documents or materials stored electronically, optically or magnetically, dealing with scientific and technical communication, or their application, or related subjects.
 - k. To consult, cooperate and collaborate with any persons, associations, societies, institutions or other organisations established or to be established in Great Britain, or elsewhere for the purpose of furthering the objects of the Institute.
 - l. To provide an information service to and for members, industry, professionally interested bodies, and other members of the public.

- m. To obtain any Royal Charter, Provisional Order or Act of Parliament or other authority either in the United Kingdom or elsewhere to enable the Institute to carry its objects into effect.
- n. To solicit, obtain or accept subscriptions, donations or gifts (whether of real or personal estate) and devises and bequests from any person, firm, company, corporation, institution or association whatsoever.
- o. To borrow or raise money for the purposes of the Institute on such terms and on such security as may be thought fit.
- p. To pay all preliminary and incidental expenses incurred in the formation and registration of the Institute.
- q. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Institute may think necessary or convenient for the promotion of its objects and to construct, maintain or alter any building or erections necessary or convenient for the work of the Institute.
- r. To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Institute as may be deemed expedient with a view to the promotion of its objects.
- s. To undertake and execute any trusts (charitable or otherwise) which may lawfully be undertaken by the Institute, and which may be conducive to the attainment of its objects.
- t. To place the monies of the Institute not immediately required for its purposes on deposit with the Institute's bankers or invest them in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- u. To establish and support or assist in the establishment and support of any charitable associations, institutes or organisations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Institute or calculated to further its objects.
- v. To employ and pay such persons whose services may be deemed expedient in order to carry out the work of the Institute.
- w. To provide indemnity insurance for the Board, the Council and any officer of the Institute.
- x. To amalgamate with any companies, institutions, societies or associations having objects altogether or mainly similar to that of the Institute.
- y. To do all or any of the above things in any part of the world as principals, agents, trustees or otherwise and by or through trustees, agents or otherwise.
- z. To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

PROVIDED THAT:

- (1) The Institute's object shall not extend to the regulation of relations between workers and employers or organisations or workers and organisations of employers; and the Institute shall not support with its funds or by any other means any object or endeavour to impose on or

procure to be observed by its members or others, any regulation, restriction or condition which would make it a Trade Union or an instrument of any Political Party.

- (2) In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State for Education and Skills, the Institute shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property the Board of the Institute shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Board have been if no incorporation had been effected and the incorporation of the Institution shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Skills over such Board but they shall as regards any such property be subject jointly and separately to such control or authority as if the Institute were not incorporated. In case the Institute shall take or hold any property which may be subject to any trusts. The Institute shall only deal with the same in such manner as allowed by law, having regard to such trusts.
5. The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to its members or any of them and that no member of the Board of the Institute shall be appointed to any office of the Institute or paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Institute provided that nothing herein shall prevent any payment in good faith by the Institute:

 - a. of reasonable and proper remuneration to any member, officer or employee of the Institute (not being a member of the Board save under sub-clause(f) of this clause) in return for any services actually rendered to the Institute;
 - b. of interest on money lent by any member of the Institute or of its Board at a rate per annum not exceeding one per cent above the current bank rate;
 - c. of reasonable and proper rent for premises demised or let by any member;
 - d. of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Board may be a member holding not more than a one hundredth part of the capital of that company;
 - e. to a member of the Board of reasonable out-of-pocket expenses;
 - f. of reasonable and proper remuneration or charges to any member of the Board who possesses specialist skills, knowledge or experience required by the Institute for its proper administration, provided that:

 - (i) at no time shall a majority of Board members benefit under this provision; and
 - (ii) a Board member shall withdraw from any meeting whilst his own instruction or remuneration, or that of his organisation, is being discussed.
6. The liability of the members is limited.

7. Every Corporate member of the Institute undertakes to contribute such amount as may be required as may be required (not exceeding £5.00) to the assets of the Institute if it should be wound up while he is a Corporate member, or within one year after he ceases to be a Corporate member, for payment of the debts and liabilities of the Institute contracted before he ceases to be a Corporate member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount.

8. If upon the winding up or dissolution of the Institute there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Institute, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Institute, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Institute under or by virtue of clause 5 hereof, such institution or institutions to be determined by the Corporate members of the Institute at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object.