

THE COMPANIES ACTS 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

THE COMPANY IS A NOT FOR PROFIT ORGANISATION

MEMORANDUM OF ASSOCIATION

OF

THE INSTITUTE FOR LEARNING

- 1 The name of the Company is "THE INSTITUTE FOR LEARNING"
- 2 The registered office of the Company (hereinafter referred to as "the Company" or "the Institute") will be situated in England and Wales
- 3 The object for which the Institute is established (the "Object") is to promote education and training for the public benefit by the enhancement and maintenance of the quality, standards and practice of learning and teaching.
- 4 The powers of the Institute, which may be used to further the Object but not further or otherwise shall be:
 - 4.1 To promote, enter into and organise co-operation with and between bodies and persons in the achievement of the Object and to promote and develop public understanding of education and training in general and of the education and training professionals in particular.

- 4.2 To maintain databases of members fully and provisionally accredited courses and research and development work in teaching and learning complying at all times with the Data Protection Acts 1984 and 1998 such as registering qualifications and recording professional development.
- 4.3 To provide professional advice to members and others within education and training.
- 4.4 To support and develop persons in professional continuous improvement in order to raise the quality of the learning experience of learners.
- 4.5 To assist in the establishment of networks of members' 'common interest' groups by facilitating links through information and communication technology, conferences, and other means of communication.
- 4.6 To foster and undertake research into any aspect of the Object of the Institute and its work and to disseminate the results of any such research.
- 4.7 To cause to be written, and printed or otherwise reproduced and disseminated, gratuitously or otherwise, reports, periodicals, magazines, books, leaflets or other documents or materials stored electronically, optically, magnetically or on paper.
- 4.8 To hold exhibitions, meetings, lectures, classes, seminars, conferences and courses either alone or with others, gratuitously or otherwise.
- 4.9 To call for, collect, review, and evaluate articles, papers, books, and the results of research conducted by any person, on teaching and learning practice and to disseminate the same and the results of any review or evaluation.
- 4.10 To disseminate information, guidance and codes on professional standards, good practice and new developments in teaching and learning.
- 4.11 To raise funds and to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, maintain and alter any of the same as are necessary for the Object and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such real or personal estate.

- 4.12 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Institute in the shape of donations, subscriptions or otherwise.
- 4.13 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.
- 4.14 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other Company.
- 4.15 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the board of directors may think necessary for the promotion of the Object.
- 4.16 To sell, let, mortgage dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Object.
- 4.17 Subject to such consents as may be required by law to lend, borrow or raise money for the Object on such terms and on such security as may be thought fit PROVIDED THAT the Institute shall not undertake any permanent trading activities in raising funds for the Object to the extent subject to tax .
- 4.18 To take and accept gifts of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company.
- 4.19 To invest the moneys of the Institute not immediately required for its Object 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 laws and subject also as hereinafter provided.
- 4.20 To lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company

subject to such conditions or consents as may from time to time be required or imposed by law.

- 4.21 To place any moneys of the Institute not immediately required for its purposes on deposit with a bank approved by the Board of Directors of the Institute.
- 4.22 To make any charitable donations either in cash or assets for the furtherance of the Object.
- 4.23 To establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Object.
- 4.24 To employ, engage, pay or provide such persons whose services may be deemed expedient in order to carry out or promote all or any of the Object, in particular to supervise, organise, carry on the work of and advise the Institute.
- 4.25 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants.
- 4.26 To insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit.
- 4.27 To amalgamate with any companies, institutions, societies or associations.
- 4.28 To pay out of the funds of the Institute the costs, charges and expenses of and incidental to the formation and registration of the Institute.
- 4.29 To establish where necessary whether within or outside the United Kingdom offices (whether autonomous or not).
- 4.30 To establish subsidiary companies.
- 4.31 To apply for a Royal Charter for the Institute.

4.32 To purchase and maintain, for the benefit of any Director or officer of the Company, indemnity insurance to cover their liability:

- (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company; and/or
- (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986; save that any such insurance in the case of this clause shall not extend to any liability of a Director:
 - (i) resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not;
 - (ii) to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of that Director;
 - (iii) to pay a fine.

4.33 Subject to the provisions of, and so far as may be permitted by, the Companies Act 2006, to fund the expenditure of every Director, alternate Director or other officer of the Company incurred or to be incurred:

- (i) in defending any criminal or civil proceedings; or
- (ii) in connection with any application under section 727 of the Companies Act 1985(as amended from time to time).

4.34 To do all such other lawful things as shall further the Object

PROVIDED THAT

- A) In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

- B) In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or equivalent bodies in Scotland and Northern Ireland, 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 Directors of the Institute shall be chargeable for any such property that may come in to 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 of Directors have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such, Board of Directors but they shall as regards any such property by subject jointly and separately to such control or authority as if the Institute were not incorporated.
- 5.1 The income and property of the Institute shall be applied solely towards the promotion of its Object as set forth in this Memorandum of Association and subject to the remaining provisions of this **clause 5** no portion thereof shall be paid or transferred directly by way of dividend bonus or otherwise howsoever by way of profit, or indirectly by way of dividend bonus or otherwise howsoever by way of profit to its members or to any of them save (i) to any member which is a charity; or (ii) unless the Company is a registered charity to the extent as would not infringe section 30(3) Companies Act 1985 (or any replacement for it).
- 5.2 If the Company is a registered charity (but not otherwise) no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company unless the Directors first obtain the prior written approval of the Charity Commission.¹
- 5.3 The Company shall be entitled to pay reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company and/or reasonable and proper rent for premises demised or let by any member of the Company or of its Directors.

¹ Note: there is no current intention to make any such payments

- 5.4 The Company shall be entitled to pay interest on money lent by any member of the Company or of its board of Directors at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the board of Directors.
- 5.5 The Company shall be entitled to pay fees, remuneration or other benefit in money or money's worth to any company or other legal entity of which a Director may also be a member holding not more than 1% (one percent) of either the capital of that company or of its ownership interest or be a partner, employee, consultant or director.
- 5.6 The Company shall be entitled to pay to any Director reasonable out-of-pocket expenses or payment to secure the release of a director from his or her employment or engagement.
- 5.7 The Company shall be entitled to pay sums to any Director in their capacity of a beneficiary of the Company.
- 5.8 The Company shall be entitled to pay a premium in respect of any indemnity insurance permitted under this Memorandum of Association to cover the liability of the Directors.
6. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum of Association or Articles of Association for the time being in force, which will cause the Institute to cease to be a company to which section 30 of the Companies Act 1985 applies.
7. The liability of the members is limited.
8. Every member of the Institute undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Institute if it should be wound up while she or he or it is a member or within one year after she or he or it ceased to be a member, for payment of the Company's debts and liabilities contracted before she or he or it ceased to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.
9. If upon the winding up or dissolution of the Institute there remains, after the satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Institute, but shall be transferred to some other charitable institution (whether or not a member of the

Institute) having objects similar to the Objects of the Institute, such institution or institutions to be determined by the members of the Institute at or before the time of dissolution.