

## THE COMPANIES ACTS 1985 - 1989

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

#### **Memorandum of Association**

of

#### **THE INTERNATIONAL INSTITUTE FOR STRATEGIC STUDIES**

1. The name of the Company (hereinafter called "the Institute") is "THE INTERNATIONAL INSTITUTE FOR STRATEGIC STUDIES."
2. The registered office of the Institute will be situated in England.
3. The Objects are
  - (a) to promote on a non-party basis the study and discussion of and the exchange of information upon any major international security issues including without limitation those of a political, strategic, economic, social or ecological nature; and
  - (b) to promote conflict resolution by facilitating discussion and dialogue and publishing analysis on major international security issues to assist and promote the resolution of conflicts between or within nations.
4. With a view to and for the sole purpose of carrying out the foregoing objects, the Institute shall have power:-
  - (a) To establish relations with persons associations of persons corporate bodies and governments and their representatives having aims objects and interests similar to the object of the Institute in any country and to initiate promote hold and generally arrange meetings of a committee of such persons associations of persons and corporate bodies or some of them in connection with the object of the Institute.
  - (b) To initiate, promote, hold and generally arrange meetings, lectures, demonstrations and other functions in connection with the object of the Institute.

- (c) To initiate, hold, direct, manage, and take part in conferences, congresses and other gatherings for the purpose of advancing the object of the Institute and to raise special funds for these and any other purposes connected with the object of the Institute by voluntary contributions.
- (d) To provide and maintain means of information upon all questions affecting the objects of the Institute by the preparation and publication of books, records, reports or other works or otherwise as may seem desirable.
- (e) To undertake and execute any trusts which may be considered conducive to the attainment of the objects of the Institute.
- (f) To obtain any Royal Charter, Provisional Order or Act of Parliament or other authority either in the United Kingdom or elsewhere for enabling the Institute to carry its objects into effect.
- (g) To found, maintain, aid and endow prizes, scholarships and bursaries for the remuneration, instruction and support of students or persons engaged in research work.
- (h) To borrow or raise any money which may be considered requisite for enabling the object of the Institute to be carried out upon such terms as may be considered expedient and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Institute or by mortgage or charge of all or any part of the property of the Institute.
- (i) To retain, employ and remunerate skilled professional or technical advisers or workers in connection with the objects of the Institute.
- (j) To draw, make, accept, indorse, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- (k) To carry out any trade insofar as either (i) the trade is exercised in the course of carrying out the objects of the Institute or (ii) the trade is temporary and ancillary to the carrying out of the objects of the Institute and Provided always that the Institute shall not undertake any permanent trading activities for the purpose of raising funds (and not for the purpose of actually carrying out the object of the Institute) the profits of which would be liable to tax.
- (l) To establish and control, either alone or jointly with others, one or more companies to assist or act as agents for the Institute.
- (m) To invest or use the monies of the Institute not immediately required for its purposes in or upon the acquisition or security of such investments securities property deposits with institutions (whether or not authorised by law for the investment of trust monies) as the Trustees or any sub-committee appointed for the purpose by the Trustees under the Articles of Association shall from time to time determine.

(n) To delegate the management of investments to a financial expert, but only on terms that:-

- (i) the investment policy is set down in writing for the financial expert by the Institute;
- (ii) every transaction is reported promptly to the Institute;
- (iii) the performance of the investments is reviewed regularly with the Institute;
- (iv) the Institute is entitled to cancel the delegation arrangement at any time;
- (v) the investment policy and the delegation arrangement are reviewed at least once a year;
- (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Institute on receipt;
- (vii) the financial expert must not do anything outside the powers of the Institute.

(o) To arrange for investments or other property of the Institute to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Institute or of a financial expert acting under its instructions and to pay any reasonable fee required.

(p) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property, and in particular any land, buildings, workshops, factories, laboratories, machinery, plant, apparatus, appliances and any rights or privileges considered necessary or convenient for the purposes of the Institute and to construct, erect, alter, improve and maintain any buildings which from time to time may be considered requisite for the purposes of the Institute, and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Institute.

(q) To insure the property of the Institute against any foreseeable risk and take out other insurance policies to protect the Institute when required.

(r) To establish regional, national and international divisions, offices or branches (howsoever constituted) and form affiliations with any charitable companies, associations or institutions in any way connected with the purposes of the Institute or calculated to further its objects.

(s) To establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Institute or calculated to further its objects.

(t) To acquire the assets of or in any other way to merge or amalgamate with any organisation which is charitable at law and has objects altogether or mainly similar to those of the Institute.

(u) To pay all expenses preliminary or incidental to the formation of the Institute and its registration.

(v) To grant pensions or gratuities to any employees or ex-employees of the Institute, or the relations, connections or dependants of any such persons, and to establish or support any associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons. Provided that the Institute shall not have power to establish or support any such associations, institutions, clubs, funds and trusts whose objects are not wholly charitable.

(w) To provide indemnity insurance to cover the liability of the Trustees 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 Institute: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Institute.

(x) To do all such other lawful things as may be considered incidental to or conducive to the attainment of the objects of the Institute.

Provided that:-

(i) 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.

(ii) The Institute shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Institute would make it a Trade Union.

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 the Memorandum of Association; and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the members of the Institute, and no Trustee shall be appointed to any office of the Institute paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Institute: Provided that nothing in this document shall prevent any payment in good faith by the Institute:

(a) of reasonable and proper remuneration for any services rendered to the Institute by any member, officer or servant of the Institute who is not a Trustee;

(b) of interest on money lent by any member of the Institute or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;

- (c) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
- (d) of reasonable and proper rent for premises demised or let by any member of the Institute or Trustee;
- (e) to any Trustee of reasonable out-of-pocket expenses;
- (f) of any premium in respect of any indemnity insurance to cover the liability of the Trustees 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 Institute: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Institute.

6. The liability of the members is limited.

7. Every member of the Institute undertakes to contribute to the assets of the Institute, in the event of it being wound up while the member is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Institute contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories, amongst themselves, such amount as may be required not exceeding £1.

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 amongst 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 members of the Institute at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

9. True accounts shall be kept of the sums of money received and expended by the Institute and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Institute; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being in force, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Institute shall be examined and the correctness of the balance sheet and income and expenditure account ascertained by one or more properly qualified auditor or auditors.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DENIS WINSTON HEALEY,  
16 Holly Lodge Gardens,  
London, N6

Member of Parliament.

KENNETH GEORGE GRUBB,  
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Company Director and Secretary

ALAN RICHARD BOOTH,  
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Methodist Minister.

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Director, Vickers-Armstrong (E) & (S) Ltd.

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University Lecturer.

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Editor.

Dated this 17th day of November, 1958.  
WITNESS to the above Signatures:-

ALASTAIR FRANCIS BUCHAN,  
Waterloo House,  
Brill, Buckinghamshire.

Journalist.