COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

ENGINEERING TRAINING COUNCIL

(NORTHERN IRELAND)

1. The name of the Company is "Engineering Training Council (Northern Ireland)" (hereinafter called "the Company").

2. The registered office of the Company will be situate in Northern Ireland.

3. The objects for which the Company is established are:-

   (a) To promote and advance in Northern Ireland the education and training of persons employed or intending to be employed in Industry and Commerce.

   (b) Subject to the foregoing object, to extend such education and training to members of the public in Northern Ireland generally.

   In furtherance of the above objects but not further or otherwise, the Company shall have the following powers:-

   (c) To develop and set standards for training, to validate, test and monitor the standards and to issue certificates.

   (d) To provide training centres, workshops, information services or any other facilities for training and education.

   (e) To provide training courses, instruction and demonstrations of all sorts.

   (f) To co-operate with any person or organisation in the provision of industrial or commercial training or education.

   (g) To obtain grants from any source for the purposes of the Company and to carry out the terms of any such grants.

   (h) To provide assistance by grants or otherwise to individuals engaged or intending to be engaged in any activities mentioned in the foregoing objects to enable them to obtain training or education.
(i) To seek information from employers in industry, analyse and publish it as may be necessary.

(j) To accept subscriptions, donations, devises and bequests of, and to acquire by purchase, lease, in fee farm, exchange, hire, hire purchase or otherwise any real or personal property and any rights or privileges necessary for the promotion of its objects and to construct maintain and alter any buildings as may be thought fit.

(k) 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 Company in the shape of donations, subscriptions or otherwise, provided the Company shall not undertake any permanent trading activities in raising funds, other than trading activities in pursuance of the principal objects of the Company herein set forth.

(l) Subject to such consents as may be required by law, to transfer, grant in fee farm, sell let mortgage dispose of or turn to account all or any of the property of the Company and to invest any moneys of the Company in any manner authorised by law for the investment of trust funds.

(m) To employ and remunerate staff not being members of the Council, and to grant reasonable and necessary pensions and retirement benefits to or for employees or former employees of the Company and to the widows, children and other dependants of deceased employees who are in necessitous circumstances; and to pay or subscribe to funds or schemes for the provision of such pensions and retirement benefits for employees or former employees of the Company, their widows, children and other dependants.

(n) Subject to such consents as may be required by law, to borrow money and to secure the repayment of any loans or other obligations of the Company by mortgage or charge over any assets of the Company.

(o) To encourage the involvement of individuals and organisations of all kinds in the activities of the Company.

(p) To establish and maintain close links with other national and international bodies concerned with the setting of training standards, the delivery of training and the provision of information about training.

(q) To carry out, promote and encourage research in training and development and related fields and to secure the dissemination of the results of that research.

(r) To carry out and promote the printing and publishing of papers, periodicals, books, leaflets, reports and training materials of all kinds in any medium and to maintain bibliographies and libraries of such material.
(s) To acquire by purchase, lease, in fee farm, exchange, hire, hire purchase or otherwise any real or personal property and any rights or privileges necessary for the promotion of its objects and to construct, maintain and alter any buildings or erections as may be thought fit.

(t) To acquire all or any of the share or loan capital of any company, wherever incorporated, engaging or proposing to engage in any activity or interest which appears likely to be advantageous to the Company.

(u) To establish, promote, co-operate with, become a member of, act as or appoint trustees, agents or delegates for, control, manage, superintend, or afford financial or other assistance to the work of any charitable associations or institutions and other bodies incorporated or not incorporated whose objects support or are otherwise similar to those of the Company.

(v) To carry on business overseas and to procure the Company to be registered or recognised in any country or place in any part of the world whether in the United Kingdom, the Republic of Ireland, the European Community or elsewhere.

(w) To do all other lawful things necessary to the carrying out of its main objects.

Provided always that:-

(i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) In case the Company shall take or hold any property, the Company shall not sell, mortgage, charge or lease the property without the authority approval or consent as may be required by law and as regards any such property the Governing Body of the Company 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 extent as they would as such Governing Body have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by law over such Governing Body but they shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

(iv) In the conduct of its business abstain from discriminating against any person or body on the grounds of any person's or body's political or religious belief, race, colour, nationality or sex.
4. (i) The income and property of the Company wheresoever derived shall be applied solely towards the promotion of the objects of the Company 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 by way of profit to the members of the Company.

(ii) Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any member of the Company not being a member of the Council in return for any services actually rendered to the Company nor prevent the payment of interest on money lent by any member of the Company at a rate per annum not exceeding two percent less than the average base rate prescribed for the time being by members of the Committee of London clearing banks or 3% whichever is the greater or reasonable and proper rent for any premises demised or let by any members of the Company.

(iii) But so that no member of the Board or Governing Body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Board or Governing Body except repayment of reasonable out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

(iv) PROVIDED that the provision of paragraph (iii) above shall not apply to any payment to any company of which a member of the Council or Governing Body may be a member and in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required, not exceeding £1.00, to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for adjustment of the rights of contributories among themselves.

7. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to, or distributed among, the members of the Company but shall be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property among its or their members to an extent at least as great as is imposed on the Company by Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some other charitable purpose.
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.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Andrew Guthrie Kerr, Manager
1 Ravenhill Park Gardens
Belfast BT6 6DH

James Blair, PTE Lodge Union Official
3 Stranmillis Drive
Belfast BT15 3FJ

______________________________
Dated this 19th day of July 1970

Witness to the above Signatures:

[Signature]
Solicitor
Belfast

[Signature]
Insurance & Life, 6th Floor
21 Clilffe Street
Belfast BT1 4EG