

**File Copy**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

**Company Number 10187396**

The Registrar of Companies for England and Wales, hereby certifies that

**OPEN SOCIETY FOUNDATION LONDON**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

**Given at Companies House, Cardiff, on 18th May 2016**



\*N10187396M\*

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

# IN01(ef)

**Application to register a company**

Received for filing in Electronic Format on the: 18/05/2016



X5785EFU

*Company Name*                    **OPEN SOCIETY FOUNDATION LONDON**  
*in full:*

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative*

*Company Type:*                    **Private limited by guarantee**

*Situation of Registered Office:*                    **England and Wales**

*Proposed Register Office Address:*                    **7TH FLOOR MILLBANK TOWER 21-24 MILLBANK  
LONDON  
UNITED KINGDOM  
SW1P 4QP**

*I wish to adopt entirely bespoke articles*

## Proposed Officers

### *Company Secretary 1*

*Type:* **Person**  
*Full forename(s):* MRS PHILIPPA

*Surname:* GLADSTONE

*Former names:*

*Service Address:* 7TH FLOOR MILLBANK TOWER 21-24 MILLBANK  
LONDON  
UNITED KINGDOM  
SW1P 4QP

The subscribers confirm that the person named has consented to act as a secretary.

*Company Director* 1

*Type:* **Person**  
*Full forename(s):* **MR CHRISTOPHER EDWARD**

*Surname:* **STONE**

*Former names:*

*Service Address:* **7TH FLOOR MILLBANK TOWER 21-24 MILLBANK  
LONDON  
UNITED KINGDOM  
SW1P 4QP**

*Country/State Usually Resident:* **UNITED STATES**

*Date of Birth:* **\*\*/08/1956** *Nationality:* **USA**

*Occupation:* **EXECUTIVE OFFICER**

The subscribers confirm that the person named has consented to act as a director.

---

*Company Director* 2

*Type:* **Person**  
*Full forename(s):* **MR DARIUS JONAS**

*Surname:* **CUPLINSKAS**

*Former names:*

*Service Address:* **7TH FLOOR MILLBANK TOWER 21-24 MILLBANK  
LONDON  
UNITED KINGDOM  
SW1P 4QP**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/06/1965** *Nationality:* **CANADIAN**

*Occupation:* **PROGRAM DIRECTOR AND  
OFFICE DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

---

*Company Director* 3

*Type:* **Person**

*Full forename(s):* **MR JOHANNES MARTIN DIETRICH EBERHART GRAF**

*Surname:* **SAURMA-JELTSCH**

*Former names:*

*Service Address:* **7TH FLOOR MILLBANK TOWER 21-24 MILLBANK  
LONDON  
UNITED KINGDOM  
SW1P 4QP**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/02/1971**

*Nationality:* **GERMAN**

*Occupation:* **FINANCE DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

## Statement of Guarantee

---

*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:* DARIUS JONAS CUPLINSKAS

*Address:* 7TH FLOOR MILLBANK TOWER 21-24  
MILLBANK  
LONDON  
UNITED KINGDOM  
SW1P 4QP

*Amount Guaranteed:* £1.00

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

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### *Authorisation*

*Authoriser Designation:* **subscriber**

*Authenticated:* **Yes**

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum of Association**  
**of**  
**Open Society Foundation London**

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**Bates Wells & Braithwaite London LLP**  
**10 Queen Street Place**  
**London EC4R 1BE**  
**Telephone: 020 7551 7777**  
**[www.bwbllp.com](http://www.bwbllp.com)**  
**019352/0022/001413421**

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association of Open Society Foundation London**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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*Name of each subscriber*

*Authentication by each subscriber*

---

Darius Jonas Cuplinskas

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Dated 17 May 2016

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**Open Society Foundation London**



**Bates Wells Braithwaite**

10 Queen Street Place, London EC4R 1BE

[www.bwblip.com](http://www.bwblip.com)

Ref: 019352/0022/LDS/SP

## The Companies Act 2006

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**The Companies Act 2006**  
**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association of Open Society Foundation London**

**INTERPRETATION**

**1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

**OBJECTS AND POWERS**

**2. Objects**

The objects of the Company are to promote open society values worldwide.

**3. Powers**

To further its objects the Company may do all such lawful things as are incidental or conducive to the furtherance of its objects and, in particular, but, without limitation may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

**LIMITATION ON PRIVATE BENEFITS**

**4. Limitation on private benefits**

4.1 Subject to the provisions of this Article, the income and property of the Company shall be applied solely towards the promotion of its objects.

***Permitted benefits to members***

4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:

4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;

4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company), provided that if such member is a Director Articles 4.3 and 4.4 shall apply;

4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;

4.2.4 any reasonable and proper rent for premises let by any member to the Company; and

4.2.5 any payments to a member who is also a Director which are permitted under Articles 4.3 and 4.4.

### ***Permitted benefits to Directors and Connected persons***

- 4.3 No Director may:
- 4.3.1 sell goods, services or any interest in land to the Company;
  - 4.3.2 be employed by, or receive any remuneration from, the Company; or
  - 4.3.3 receive any other financial benefit from the Company;
- unless the payment is permitted by Article 4.4.
- 4.4 A Director may receive the following benefits from the Company:
- 4.4.1 a Director or person Connected to a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
  - 4.4.2 a Director or person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
  - 4.4.3 a Director or person Connected to a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (including the service of acting as Director and services performed under a contract of employment with the Company) provided that this provision may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is a person Connected to that Director);
  - 4.4.4 a Director or person Connected to a Director may receive interest at a reasonable and proper rate on money lent to the Company;
  - 4.4.5 a Director or person Connected to a Director may receive reasonable and proper rent for premises let to the Company;
  - 4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance; and
  - 4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;
- provided that where benefits are conferred under Article 4.4, Article 19 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

### **LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE**

#### **5. Liability of members**

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up

while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.1.2 payment of the costs, charges and expenses of winding up; and
- 5.1.3 adjustment of the rights of the contributories among themselves.

## **6. Indemnity and Insurance**

- 6.1 Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.
- 6.2 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Director in respect of any Relevant Loss.
- 6.3 In this Article:
  - 6.3.1 a "Relevant Director" means any Director or former director of the Company or Associated company;
  - 6.3.2 a "Relevant Loss" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, any Associated company or any pension fund or employees' share scheme of the Company or Associated company, and
  - 6.3.3 companies are "Associated" if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **DIRECTORS**

### ***DIRECTORS' POWERS AND RESPONSIBILITIES***

#### **7. Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **8. Members' reserve power**

- 8.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.



## **9. Chair**

- 9.1 The Directors may appoint one of their number to be the Chair of the Directors.
- 9.2 The Chair shall retire from that office at the next Directors' meeting following the third anniversary of the commencement of his or her term. A Director may be re-appointed for a second term as Chair.
- 9.3 A Director who has served for two consecutive terms of office as Chair must take a break from that office and may not be reappointed as Chair until the anniversary of the commencement of his or her break from that office.
- 9.4 The Directors may at any time remove the Chair from that office.

## **10. Directors may delegate**

- 10.1 Subject to the Articles, the Directors may delegate:
- 10.1.1 any of their powers or functions; or
  - 10.1.2 the implementation of their decisions or day to day management of the affairs of the Company  
to any person or committee.
- 10.2 Any delegation by the Directors may be:
- 10.2.1 by such means;
  - 10.2.2 to such an extent;
  - 10.2.3 in relation to such matters or territories; and
  - 10.2.4 on such terms and conditions;  
as they think fit.
- 10.3 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 10.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.5 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

## **11. Rules**

The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

## **DECISION-MAKING BY DIRECTORS**

### **12. Directors to take decisions collectively**

12.1 Any decision of the Directors must be either by decision of a majority of the Directors:

12.1.1 present and voting at a quorate Directors' meeting (subject to Article 17); or

12.1.2 taken in accordance with Article 18.

### **13. Calling a Directors' meeting**

13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

13.2.1 all the Directors agree; or

13.2.2 urgent circumstances require shorter notice.

13.3 In deciding on the date and time of any Directors' meeting, the Directors calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.

13.4 Notice of Directors' meetings must be given to each Director.

13.5 Every notice calling a Directors' meeting must specify:

13.5.1 the place, day and time of the meeting;

13.5.2 the general nature of the business to be considered at such meeting; and

13.5.3 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.

13.6 Notice of Directors' meetings need not be in Writing.

13.7 Article 30 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

### **14. Participation in Directors' meetings**

14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

14.3 If all the Directors participating in a 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.

#### **15. Quorum for Directors' meetings**

15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for Directors' meetings is two or one-third of the total number of Directors, whichever is the greater.

15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

15.3.1 to appoint further Directors; or

15.3.2 to call a general meeting so as to enable the members to appoint further Directors.

#### **16. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

#### **17. Casting vote**

17.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

17.2 Article 17.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **18. Decisions without a meeting**

18.1 The Directors may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

18.2 If:

18.2.1 a Director has become aware of a matter on which the Directors need to take a decision;

18.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;

18.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

18.2.4 a majority of the Directors vote in favour of a particular decision on that matter;

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

- 18.3 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article:
  - 18.3.1 may be in different places, and may participate at different times; and
  - 18.3.2 may communicate with each other by any means.
- 18.4 No decision shall be taken by the Directors in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Directors' decision-making in accordance with this Article shall be the same as the quorum for Directors' meetings as set out in Article 15.
- 18.5 The Chair, or such other Director as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article. The process shall include:
  - 18.5.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes;
  - 18.5.2 the nomination of a person to whom all Director's votes must be communicated;
  - 18.5.3 if a majority of the Directors vote in favour of the decision, the nominated person shall communicate the decision to all the Directors and the date of the decision shall be the date on which the vote is cast to bring the number of Directors voting in favour into the majority; and
  - 18.5.4 the nominated person must prepare a minute of the decision in accordance with Article 34.
- 18.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair of the process shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

## **19. Director interests and management of conflicts of interest**

- 19.1 Subject to Article 19.2, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 19.2 A Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes when:
  - 19.2.1 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest;

- 19.2.2 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process; or
- 19.2.3 the Directors have authorised a Director to be in a position of conflict of interest provided in accordance with this Article 19.2.3:
- (a) this power cannot be used to authorise a conflict of interest arising from a benefit permitted under Article 4.4;
  - (b) in relation to the decision to authorise a conflict of interest, the conflicted Director must not remain for the discussion or vote, may not vote and shall not be counted in the quorum;
  - (c) in authorising a conflict of interest, the Directors can decide the manner in which the conflict of interest shall be dealt with and, for the avoidance of doubt, the Directors can decide that the Director with the conflict of interest can participate in a vote (or in the case of a decision without a meeting, a decision) on the matter giving rise to the conflict of interest and can be counted in the quorum;
  - (d) the decision to authorise a conflict of interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and
  - (e) nothing in this Article shall permit the Directors to authorise a direct or indirect benefit to a Director or person Connected to a Director that is not permitted in accordance with Article 4.4.
- 19.3 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 chair of the meeting whose ruling in relation to any Director other than the chair of the meeting is to be final and conclusive.
- 19.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chair of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **20. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

## **21. Directors' remuneration**

Subject to Article 4:

- 21.1 Directors may undertake any services for the Company that the Directors decide.
- 21.2 Directors may receive such remuneration as the Directors determine.

- 21.3 a Director's remuneration may:
- 21.3.1 take any form, and
- 21.3.2 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.

**22. Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- 22.1 Directors or committees of Directors;
- 22.2 general meetings; or
- 22.3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

***APPOINTMENT AND RETIREMENT OF DIRECTORS***

**23. Number of Directors**

There shall be at least two Directors.

**24. Appointment of Directors and retirement of Directors by rotation**

- 24.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.
- 24.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Director by a decision of the Directors.

***Automatic retirement***

- 24.3 Each Director shall retire from office at the next Directors' meeting following the third anniversary of the commencement of his or her term of office.
- 24.4 Directors retiring in accordance with Article 24.3 may be reappointed and there shall be no limit on how many times a director may be reappointed pursuant to this Article 24.3. For the avoidance of doubt, any individual who ceases to hold office as a Director further to Article 25.1.5 may not be reappointed in accordance with Article 24.2.

***General***

- 24.5 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

## **25. Disqualification and removal of Directors**

- 25.1 A Director shall cease to hold office if:
- 25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
  - 25.1.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
  - 25.1.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
  - 25.1.4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
  - 25.1.5 an ordinary resolution is passed by the members that he or she be removed from office (for the avoidance of doubt, this power is additional to the members' power under the Companies Act to remove Directors from office and may be exercised by a written resolution); or

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **26. Becoming a member**

- 26.1 The member of the Company shall be the subscriber to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Directors in accordance with the Articles.
- 26.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Company unless:
- 26.2.1 that person has applied for membership in a manner approved by the Directors; and
  - 26.2.2 the Directors have approved the application.

#### ***Corporate Members***

- 26.3 An organisation admitted to membership which is an incorporated body ("a Corporate Member") may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Company. Evidence of the appointment of the representative must be provided in the form of:
- 26.3.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;

26.3.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

26.3.3 such other form as the Directors may reasonably require.

26.4 A person authorised under Article 26.3 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member.

## **27. Termination of membership**

27.1 Membership is not transferable.

27.2 A member shall cease to be a member:

27.2.1 if the member, being an individual, dies;

27.2.2 if the member, being an individual, has a bankruptcy order made against him or her, or has an order made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

27.2.3 if the member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up; or

27.2.4 notification is received by the Company from the member that he, she or it intends to withdraw, and such withdrawal has taken effect in accordance with its terms.

## **DECISION MAKING BY MEMBERS**

### **28. Members' Meetings**

28.1 The Directors may call a general meeting of the members at any time.

28.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

28.3 Every member present (in person or by proxy) at a general meeting shall have one vote.

### **29. Written resolutions**

#### ***General***

29.1 Subject to this Article 29 a written resolution agreed by:

29.1.1 members representing a simple majority; or

29.1.2 (in the case of a special resolution) members representing not less than 75%;  
of the total voting rights of eligible members shall be effective.



- 29.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 29.3 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution. For the avoidance of doubt, this provision does not prevent a Director from being removed by written resolution further to Article 25.1.5.

### ***Circulation***

- 29.4 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.
- 29.5 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 29.6 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 29.7 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

- 29.8 A member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
- 29.8.1 identifying the resolution to which it relates; and
- 29.8.2 indicating the member's agreement to the resolution.
- 29.9 For the purposes of Article 29.8:
- 29.9.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 29.9.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
  - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 29.10 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **30. Communications by the Company**

#### ***Methods of communication***

- 30.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 30.1.1 in Hard Copy Form;
- 30.1.2 in Electronic Form; or
- 30.1.3 by making it available on a website.
- 30.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.
- 30.3 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.

#### ***Deemed delivery***

- 30.4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 30.5 Where any Document or information is sent or supplied by the Company to the members:
- 30.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 30.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 30.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 30.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 30.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 30.7.1 if the Document or information has been sent to a member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;
- 30.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 30.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

- 30.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.
- 30.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

**31. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

**32. Secretary**

- 32.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 32.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 32.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

### **33. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **34. Minutes**

34.1 The Directors must cause minutes to be made:

34.1.1 of all appointments of officers made by the Directors;

34.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

34.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

### **35. Records and accounts**

35.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of annual filings.

35.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

### **36. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

## **WINDING UP**

### **37. Winding up**

37.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the members of the Company or, subject to any resolution of the members, the Directors, may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

37.1.1 directly for the objects of the Company; or

37.1.2 to any institution or institutions:

(a) for purposes similar to the objects of the Company; or

(b) for use for particular purposes that fall within the objects of the Company.

37.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 37 (except to a member that is itself an institution chosen to benefit under this Article 37).

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>“Articles”</b>	the Company’s articles of association;
1.3	<b>“Chair”</b>	has the meaning given in Article 9;
1.4	<b>“Company”</b>	Open Society Foundation London;
1.5	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	<b>“Clear Days”</b>	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;
1.7	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	<b>“Connected”</b>	any person falling within one of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or  (d) any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

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|------|---|--|
| 1.9  | <b>“Corporate Member”</b>                       | has the meaning given in Article 26.3;   |
| 1.10 | <b>“Document”</b>                               | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;                               |
| 1.11 | <b>“Electronic Form” and “Electronic Means”</b> | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1.12 | <b>“Financial Expert”</b>                       | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;   |
| 1.13 | <b>“Hard Copy” and “Hard Copy Form”</b>         | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.14 | <b>“Public Holiday”</b>                         | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;       |
| 1.15 | <b>“Secretary”</b>                              | the secretary of the Company (if any);   |
| 1.16 | <b>“Director”</b>                               | a director of the Company, and includes any person occupying the position of director, by whatever name called; and  |
| 1.17 | <b>“Writing”</b>                                | 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. |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.