

**THE COMPANIES ACTS 1985 to 1989**

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

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**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
THE INTERNATIONAL ASSOCIATION  
FOR THE STUDY OF OBESITY**

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MEMORANDUM OF ASSOCIATION

of

THE INTERNATIONAL ASSOCIATION FOR THE STUDY OF OBESITY

**Name**

1. The name of the company (hereinafter called "the IASO") is THE INTERNATIONAL ASSOCIATION FOR THE STUDY OF OBESITY.

**Registered Office**

2. The registered office of the IASO will be situated in England and Wales.

**Objects**

3. The IASO's objects are to promote the preservation and protection of health and relief of sickness for the public benefit in the field of obesity and its related disorders by:  
promoting research, the dissemination of the results of such research and exchange of scientific information in the field of obesity internationally;  
developing a deeper understanding of how to achieve and maintain a healthy bodyweight , and managing and preventing obesity and its related conditions by those engaged in the study of obesity, healthcare professionals, health related organisations, governments and the international community.

**Powers**

4. To promote its objects but not for any other purpose the IASO may:-  
promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;  
promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing conferences, symposia, meetings, seminars classes;  
write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;  
co-operate with other voluntary organisations, scientific and academic institutions, statutory authorities, non-governmental agencies, governments and international organisations operating in furtherance of the objects and to exchange information and advice with them;  
purchase, lease hire receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;  
subject to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable;  
subject to any consent required by law borrow and raise money on such terms and security as the IASO may think suitable;  
raise funds and invite and receive contributions from any person(s) provided that the IASO shall not undertake any permanent trading activities in raising funds;

carry on trade in the course of carrying out any of its objects;  
carry on temporary trade ancillary to carrying out its objects;  
incorporate wholly owned subsidiary companies to carry on any trade;  
employ and pay employees and professional or other advisors;  
grant pensions and retirement benefits to employees of the IASO and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the IASO and their dependants;  
establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions;  
undertake and execute any charitable trusts which may lawfully be undertaken by it;  
invest and deal with the IASO's money not immediately required for its objects in or upon any investments, securities, or property;  
to delegate the management of investments to a financial expert, but only on terms that: the investment policy is set down in writing for the financial expert by the Executive Committee;  
every transaction is reported promptly to the Executive Committee;  
the performance of the investments is reviewed regularly with the Executive Committee;  
The Executive Committee are entitled to cancel the delegation arrangement at any time;  
the investment policy and the delegation arrangement are reviewed at least once a year;  
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 Executive Committee on receipt;  
the financial expert must not do anything outside the powers of the Executive Committee.  
to arrange for investments or other property of the IASO 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 Executive Committee of a financial expert acting under their instructions and to pay any reasonable fee required.  
guarantee and become or give security for the performance of contracts by any person or IASO;  
open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;  
purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the IASO's objects;  
pay out of its funds the costs of forming and registering the IASO;  
pay out of the funds of the IASO the cost of any premium in respect of any indemnity insurance to cover the liability of the Executive Committee Members (or any of them) 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 IASO. No such insurance shall extend to any claim arising from any act or omission which the Executive Committee Members (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Executive Committee Members (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;  
do all such other lawful things as shall further the IASO's objects.

#### **Restrictions on Executive Committee Benefits**

5. The income and property of the IASO shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members of the IASO and save as hereinafter provided no Executive Committee Member shall be appointed to any office of the IASO paid by salary or fees or receive any remuneration or other benefit in money or monies worth from the IASO:

provided that nothing in this document shall prevent any payment in good faith by the IASO of:

the appointment of any Executive Committee Member who possesses specialist skills or knowledge required by the IASO for its proper administration to undertake work on behalf of IASO and to receive reasonable fees for that work but on condition that:

the Executive Committee Member must withdraw from any meeting whilst his or her appointment or remuneration is being discussed;

The prior consent in writing of the Charity Commissioners for England and Wales is obtained for both the appointment and the level of remuneration;

on appointment he or she must resign from the Executive Committee.

reasonable and proper remuneration for any services rendered to the IASO by any member, officer or employee of the IASO who is not an Executive Committee Member;

interest on money lent to the IASO at a reasonable and proper rate per annum;

reasonable and proper rent for premises let to the IASO;

fees, or other benefits to any Company of which an Executive Committee Member is also a member holding not more than 1/100th part of the capital;

reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.24 of this Memorandum; and

reasonable out of pocket expenses to any Executive Committee Member.

#### **Limited Liability**

6. The liability of the members is limited.

7. Every member of the IASO undertakes to contribute such amount as may be required, not exceeding £1, to the IASO's assets if it should be wound up while they are a member or within one year from termination of membership:-

for the payment of the IASO's debts and liabilities contracted before they ceased to be a member;

for the costs, charges and expenses of winding up; and

for the adjustment among themselves of the rights of persons who have contributed to the IASO's assets.

#### **Dissolution**

8. If any property remains after the IASO has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among members of the IASO. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the IASO and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as Clause 5 of this Memorandum imposes upon the IASO. The institution or institutions which are to benefit shall be chosen by the members of the IASO at or before the time of winding up or dissolution.

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ARTICLES OF ASSOCIATION

OF

THE INTERNATIONAL ASSOCIATION FOR THE STUDY OF OBESITY

INTERPRETATION

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

<u>Term</u>	<u>Meaning</u>
the Companies Act 1985 including any statutory modification or re-enactment for the time being in force	
an Adhering Body within the meaning of Article 5 and which shall be a member of the IASO for the purposes of the Act	
an Affiliated Body within the meaning of Article 7 and which is not a member of the IASO for the purposes of the Act	
these Articles of Association of the IASO	
an Associate Member within the meaning of Article 8 and which shall not be a member of the IASO for the purposes of the Act	
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	
a delegate of an Adhering Body appointed in accordance with Article 35	
the director and directors as	Member and Executive defined in the Act Committee”

THE INTERNATIONAL ASSOCIATION FOR THE STUDY OF OBESITY

an Individual Member within the meaning of Article 6 and who shall not be a member of the IASO for the purposes of the Act

the Memorandum of Association of the IASO

the registered office of the IASO

the Secretary of the IASO or any other person appointed to perform the duties of the Secretary of the IASO, including a joint, assistant or deputy Secretary.

2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the IASO.

**MEMBERSHIP**

3. The subscribers to the Memorandum and such other organisations or individuals as are admitted to membership in accordance with the Articles shall be members of the IASO.

**Categories of membership**

- 4.1 The voting membership of the IASO shall comprise the Adhering Bodies;  
4.2 The non-voting membership of the IASO shall comprise

- 4.2.1 Individual members;
- 4.2.2 Affiliated Bodies;
- 4.2.3 Such other categories of associated membership as the General Council may from time to time determine.
- 4.3 The voting members of the IASO constitute the members of IASO for the purposes of the Act and the Memorandum of Association.

#### **Adhering Bodies**

- 5.1 This category of membership is limited to the principal national society, academy, national research council or other appropriate scientific group for the study of obesity whose aims meet the objectives of the IASO and which is duly recognised and approved by the General Council or the Executive Committee as the Adhering Body designated for any country. No nation may have more than one adhering body, but an adhering body may represent multiple countries.
- 5.2 A regional body representing more than one country will be an Adhering Body only if the countries of the region are not also represented individually. Where regional associations include countries with associations which are Adhering Bodies, the regional association may be represented as an Affiliated Body in accordance with Article 7.

#### **Individual Members**

- 5.2.1 Individual membership of the IASO is available to two individuals who have been or are designated to be the chair and co-chair of the immediate past, present and future IASO International Congresses.
- 5.2.2 Individual membership will also be available for persons resident in countries where there is no affiliated national association. Such individual membership shall cease if that country forms a national association that is accepted into membership of IASO.
- 5.2.3 Honorary Life Membership may be awarded to those members of national associations or individuals from other areas who have made significant contributions to the study of obesity, as judged by the General Council. Nominations for Honorary Life Membership must be approved by the General Council.

#### **Affiliated Bodies**

- 6.1 A regional association which includes countries with associations which are Adhering Bodies may be recognised as an Affiliated Body;
- 6.2 International Association for the Study of Obesity a not-for-profit organisation incorporated in the State of Louisiana, registration no. DW1 34878171 N shall be an Affiliated Body.

#### **Associate Membership**

- 7. Associate membership shall be open to other categories of member as the General Council may from time to time determine.

#### **Admission of members**

- 8. Subject to the foregoing, the General Council may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept organisations or persons fulfilling those criteria as members.  
Membership is open to a duly organised national association of the study of obesity, which fulfils the requirements for Byelaws, and other conditions set forth by the Membership Committee. Applications are to be reviewed by the Membership Committee and approved by the Executive Committee. The Membership Committee or the Executive Committee may in its absolute discretion decline to accept an application and need not give reasons for so doing. If an application is rejected by the Executive Committee the applicant shall have a right of appeal to the General Council. Individual Members, Affiliated Bodies and Associate Members shall be admitted at the discretion of the Membership Committee of the IASO on submission of an application in such form as the General Council may determine.

### **Termination of Membership**

9. Membership shall not be transferable. A member shall cease to be a member:-  
on the expiry of at least six months' notice given by him or her to the President of the IASO of their intention to withdraw such resignation does not relieve the member of any financial obligation thereto accrued and unpaid, except by specific action of the General Council);  
if the IASO does not receive the proper amount of financial contribution from any Adhering Body for a period of three years or between two Congresses, whichever is the longer, and the General Council, on the recommendation of the Executive Committee, resolve to terminate membership of the Adhering Body or take other sanctions as appropriate;  
if any subscription or other sum payable by a member other than an Adhering Body is not paid on the due date and remains unpaid nine months after notice served on the member by informing the member that membership will be terminated if not paid;  
if a member, being an individual, dies or becomes bankrupt or makes any arrangement or composition with his or her creditors generally or, being an organisation, goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up.

### **SUBSCRIPTIONS**

10. The Executive Committee may at their discretion levy subscriptions on all members of the IASO at such rate(s) as they shall decide and may levy subscriptions at different rates on different categories of members. Such subscriptions shall be due and payable as decided by the Executive Committee, which has the right to waive fees for an Adhering body, Individual, Affiliated Body or Associate Member in appropriate circumstances.

### **MEETINGS OF THE GENERAL COUNCIL**

#### **Meetings of the General Council**

11. The voting members of IASO shall constitute the General Council of IASO. Meetings of the General Council are the equivalent of general meetings of the IASO for the purposes of the Act.

#### **Annual General Meeting**

12. The IASO shall hold an Annual General Meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one Annual General Meeting and the next. It shall be held at such time and place as the Executive Committee shall think suitable.

#### **Other Meetings of the General Council**

13. The Executive Committee may call a meeting of the Council at any time and shall call a meeting of the General Council on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at such meetings. In default, the requisitionists may call a meeting in accordance with the Act.

#### **Length of Notice**

14. Unless Article 17 applies, an Annual General Council Meeting and a meeting of the General Council called to pass a special resolution or a resolution appointing a person as an Executive Committee Member shall be called by at least 21 clear days' written notice and any other meeting of the General Council shall be called by at least 14 clear days' written notice.

15. A meeting of the General Council may be called by shorter notice if it is so agreed:-  
in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and  
in the case of any other meeting of the General Council, by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the members.

**Contents of Notice**

16. Every notice calling a meeting of the General Council shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an Annual General Meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

**Service of Notice**

17. Notice of meetings of the General Council shall be given to every member and to the Executive Committee Members and to the auditors of the IASO.

**PROCEEDINGS AT MEETINGS OF THE GENERAL COUNCIL**

**Quorum**

18. No business shall be transacted at any meeting unless a quorum is present. Persons entitled to vote upon the business to be transacted, each being a member or delegate or a proxy for a member or delegate and representing fifty per cent of the voting membership, shall be a quorum.
19. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Executive Committee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members and delegates present shall be a quorum.

**Chairmanship**

20. The President of the IASO, if any, or in his or her absence some other Executive Committee Member nominated by the Executive Committee shall preside as chair of the meeting, but if neither the President nor such other Executive Committee Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Executive Committee Members present shall elect one of their number to be chair and, if there is only one Executive Committee Member present and willing to act, he or she shall be chair.
21. If no Executive Committee Member is willing to act as chair, or if no Executive Committee Member is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair.
22. An Executive Committee Member may, even if not a member, and the representatives of Affiliated Bodies or Associate Members may attend and speak at any meeting of the General Council, but may not vote.

**Adjournment**

23. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the

- general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
24. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-  
by the chair; or by at least three persons having the right to vote at the meeting; and a demand by a person as proxy for a member or delegate shall be the same as a demand by the member or delegate.
  25. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
  26. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
  27. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members or delegates) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
  28. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
  29. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
  30. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
  31. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
  32. A resolution in writing executed by or on behalf of each member or delegate who would have been entitled to vote upon it if it had been proposed at a meeting of the General Council at which he or she was present shall be as effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by one or more members or delegates. The date of a written resolution shall be the date of the last signature. Copies of all such proposed written resolutions shall be sent to the IASO's auditor before being passed.
- Votes of members**
33. Every Adhering Body representing one country shall have one vote. An Adhering Body representing one country shall appoint one delegate who may exercise one vote on

behalf of the Adhering Body in person or by proxy. An Adhering Body representing multiple countries shall be represented by one delegate for each country and shall have one vote for each country. One individual may serve as a national delegate for no more than two four-year periods. In terms of an International Congress appointment, the term will begin and end with the end of business Meeting at the Congress. In other years, the effective dates will be August 1<sup>st</sup> and July 31<sup>st</sup>. No other member of IASO or member of the Executive Committee may vote at meetings of the General Council.

34. No member or delegate may vote on any matter in which he or she is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members and delegates present in person or by proxy at the meeting, such permission to be given or withheld without discussion.
35. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.
36. An instrument appointing a proxy shall be in writing, executed by the appointing delegate and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Executive Committee may approve):-

“THE INTERNATIONAL ASSOCIATION FOR THE STUDY OF OBESITY,  
I/We, \_\_\_\_\_,

of \_\_\_\_\_,  
being a voting delegate/delegates of the above named Company, hereby appoint  
\_\_\_\_\_, of \_\_\_\_\_, or failing him/her,  
\_\_\_\_\_, of \_\_\_\_\_, as my/our proxy to vote in my/our name(s) and  
on my/our behalf at the annual/extraordinary meeting of the General Council to be held  
on [date], and at any adjournment thereof.  
Signed on [date]”

37. Where it is desired to afford delegates an opportunity of instructing the proxy how he or she shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Executive Committee may approve)-

“THE INTERNATIONAL ASSOCIATION FOR THE STUDY OF OBESITY  
I/We, \_\_\_\_\_, of \_\_\_\_\_, being  
a voting delegate/delegates to the above named Company, hereby appoint  
\_\_\_\_\_, of \_\_\_\_\_, or failing him/her,  
\_\_\_\_\_, of \_\_\_\_\_, as my/our proxy to vote in my/our  
name(s) and on my/our behalf at the annual/extraordinary meeting of the General Council  
to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed on [date]”

38. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Executive Committee may:-

be deposited at the Office or at such other place as is specified in the notice convening the meeting or in any instrument of proxy sent out by the IASO in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Executive Committee Member; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

39. A vote given or poll demanded by delegate or proxy for a delegate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the IASO at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **REGULATIONS**

40. The General Council shall have power from time to time to make, repeal or alter regulations as to the management of the IASO and its affairs, as to the duties of any officers or employees of the IASO, as to the conduct of business by the Executive Committee or any committee and as to any of the matters or things within the powers or under the control of the Executive Committee provided that such regulations shall not be inconsistent with the Memorandum or the Articles.

#### **EXECUTIVE COMMITTEE**

##### **Powers of the Executive Committee**

41. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the IASO shall be managed by the Executive Committee who may exercise all the powers of the IASO. No alteration of the Memorandum or Articles shall invalidate any prior act of the Executive Committee which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Executive Committee by the Articles and a meeting of Executive Committee at which a quorum is present may exercise all powers exercisable by the Executive Committee.

42. The Executive Committee may, by power of attorney or otherwise, appoint any person to be the agent of the IASO for such purposes and on such conditions as they determine.

##### **Delegation of Executive Committee' powers**

43. The Executive Committee shall have the following Standing Committees and have the power to establish and disband standing committees and Task Forces according to the needs of the Association. Institution or dissolution of Task Forces must be approved by

the General Council via ballot at the Annual General Meeting or by electronic ballot between meetings.

Management Committee;  
Human Resources Committee;  
Finance Committee;  
Communication and Services Committee;

Ad hoc committees:

The Executive Committee may appoint ad hoc committees.

Ad-hoc committees will serve for a fixed period which may be extended with the agreement of the General Council.

Task Forces:

Task forces may be established by General Council on recommendation from the Executive Committee. The chair of each Task Force will be appointed by the General Council on recommendation from the Executive Committee. The chair will be a non-voting member of the Executive Committee and General Council.

Each Task Force will have a defined mission and specific aims and objectives that are approved by General Council.

Each Task Force will be established for a finite period but its life may be extended on agreement by General Council.

The chair of each Task Force will be a non-voting member of the Executive committee and an ex-officio member of the General Council.

Each Task Force will submit an annual report to the Executive Committee and General Council to include a summary of activities and financial status.

Each Task Force shall be responsible for the management of their approved budget and for maintaining accounts in compliance with standard accounting procedures and the laws of the incorporating nation and/or the laws of the country in which a Task Force or other affiliated body is located.

Each Task Force will submit an annual plan of activities and budget for approval by the Executive Committee.

44. The Executive Committee may delegate any of their powers or the implementation of any of their resolutions to any standing committee or ad hoc committee in accordance with the following conditions:  
the composition of any standing committee shall be in accordance with regulations made by the General Council from time to time and the composition of any ad hoc committee shall be entirely in the discretion of the Executive Committee and may comprise such of their number (if any) as the resolution may specify; and  
the deliberations of any such committee shall be reported regularly to the Executive Committee and any resolution passed or decision taken by any such committee shall be reported forthwith to the Executive Committee; and  
all delegations under this Article shall be revocable at any time; and  
the Executive Committee may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit provided that any such regulations and terms and conditions are consistent with any regulations made by the General Council.
45. For the avoidance of doubt, the Executive Committee may (in accordance with Article 45) delegate financial matters to any committee, provided always that no committee shall incur expenditure on behalf of the IASO except in accordance with a budget which has been approved by the Executive Committee.
46. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Executive Committee so far as the same are applicable and are not superseded by any regulations made by the Executive Committee.

#### **Composition of the Executive Committee**

47. The Executive Committee shall comprise the President, President Elect, Secretary, Treasurer, and Regional Vice Presidents. If no member of the Executive Committee is normally resident in the UK, the General Council will nominate a UK member of IASO to serve as a member of the Executive Committee. The Executive Director, and Chairs of Task Forces (if appointed) will have the right to attend meetings of the Executive Committee but without voting rights.
48. General Council will also have the right to appoint a Patron(s) who might attend meetings of the Executive Committee.
49. The President shall hold office from the close of one International Congress to the close of the following International Congress.
50. The President Elect shall be elected by secret ballot at a meeting of the General Council called for that purpose and shall hold office from the close of one International Congress to the close of the following International Congress. The President Elect shall become the President of IASO on the termination of his or her office as President Elect or if the office of the current President is terminated prematurely for any reason.
51. One year prior to the International Congress, the Secretary and the Treasurer shall each be elected by secret ballot at a meeting of the General Council called for that purpose. They shall serve as Deputy Treasurer and Deputy Secretary in a non-voting capacity for one year, and shall then hold office from August 1<sup>st</sup> to July 31<sup>st</sup> after the International Congress for a 4 year period. A retiring Secretary or Treasurer shall be eligible for re-election for a second consecutive term.
52. Regional Vice Presidents shall be elected by secret ballot of the delegates of Adhering Bodies in each region to be held at a meeting of the Regional Council called for that purpose. A Regional Vice President shall hold office from one International Congress to the next or for a 4 year period from August 1<sup>st</sup> – July 31<sup>st</sup> in years where there is no International Congress. and may be reappointed for a second 4 year term, but shall not be eligible to serve thereafter as Regional Vice President. The General Council may, on recommendation of the Executive Committee vary the number of regions that are represented.
53. Nominations for election to the office of President Elect, Secretary, or Treasurer shall be submitted in a report of the Nominations Committee sent to each Adhering Body and each Individual Member of IASO by air mail, fax or email at least 90 days' before the meeting of the General Council at which the election is to be held. Additional nominations may be submitted on behalf of Adhering Bodies at least one month prior to the meeting of the General Council. Election shall be by secret ballot with a majority vote of those present required for election. Should there be more than 2 nominations, the nominee with least votes in each round will be deleted until a nominee receives a majority vote.
54. If a casual vacancy arises in the office of President Elect, Secretary, Treasurer, or a Regional Vice President, this shall be filled by the Executive Committee for the unexpired term of office.

**Disqualification and removal of Executive Committee**

55. The office of an Executive Committee Member shall be vacated if:-  
he or she ceases to be an Executive Committee Member by virtue of any provision of the Act or he or she becomes prohibited by law from being an Executive Committee Member;  
or  
he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or  
he or she is, or may be, suffering from mental disorder and either:-  
he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or  
an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the

appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or  
he or she resigns his or her office by notice to the IASO (but only if at least two Executive Committee Members will remain in office when the notice of resignation is to take effect).

**Expenses of Executive Committee Members**

56. The Executive Committee Members may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Executive Committee or committees of Executive Committee or meetings of the General Council or otherwise in connection with the discharge of their duties.

**PROCEEDINGS OF THE EXECUTIVE COMMITTEE**

57. Subject to the provisions of the Articles, the Executive Committee may regulate their proceedings as they think fit.
58. Two Executive Committee Members may, and the Secretary at the request of two Executive Committee Members shall, call a meeting of the Executive Committee. Notice of every meeting of the Executive Committee stating the general particulars of all business to be considered at such meeting shall be sent by post, fax or email to each Executive Committee Member at least twenty one clear days (excluding Saturdays, Sundays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars.
59. Unless he or she is unwilling to do so, the President of the IASO shall preside at every meeting of Executive Committee at which he or she is present. If there is no Executive Committee Member holding that office, or if the President is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Executive Committee Members present may appoint one of their number to be chair of the meeting.
60. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
61. The quorum for the transaction of the business of the Executive Committee shall be one half of the members.
62. The continuing Executive Committee Members or a sole continuing Executive Committee may act notwithstanding any vacancies in their number but, if and so long as the number of Executive Committee Members is less than the number fixed as a quorum, they may act for the purpose of increasing the number of Executive Committee Members to that number or of summoning a meeting of the Council but for no other purpose.
63. All acts done by a meeting of Executive Committee, or of a committee of Executive Committee, or by a person acting as a Executive Committee Member shall, even if afterwards discovered that there was a defect in the appointment of any Executive Committee Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Executive Committee Member and had been entitled to vote.
64. A resolution in writing signed by all the Executive Committee Members entitled to receive notice of a meeting of the Executive Committee or of a committee of the Executive Committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee or (as the case may be) a committee of the Executive Committee duly convened and held and may consist of several documents in the like form each signed by one or more signature. The date of a written resolution of the Executive Committee Members shall be the date of the last signature.
65. A meeting of the Executive Committee may be held either in person or by suitable electronic means agreed between the Executive Committee in which all participants may communicate simultaneously with all other participants.
66. The Executive Committee shall report annually to the General Council.

## GENERAL

### **Company Secretary**

67. Subject to the provisions of the Act, the Company Secretary shall be appointed by the Executive Committee for such term at such remuneration and upon such conditions as they may think fit and may be removed by them.

### **Minutes**

68. The Executive Committee shall cause minutes to be made in books kept for the purpose:- of all appointments of officers made by the Executive Committee; and of all proceedings at meetings of the IASO and of the Executive Committee, and of committees of Executive Committee, including the names of the Executive Committee Members present at each such meeting; and any such minute, if purported to be signed 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, delegate or Executive Committee Member be sufficient evidence of the proceedings.

### **Accounts and Reports**

69. The IASO may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the IASO may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.
70. The Executive Committee shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- annual reports;
  - annual returns;
  - annual statements of account.

### **Notices**

71. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Executive Committee need not be in writing.
72. The IASO may give any notice to a member or delegate either personally or by sending it by airmail in a prepaid envelope addressed to the member or delegate at his or her registered address or by leaving it at that address or by facsimile or electronic means.
73. A member or delegate present, either in person or by proxy, at any meeting of the IASO shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
74. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

### **Indemnity**

75. Subject to the provisions of the Act but without prejudice to any indemnity to which a Executive Committee Member may otherwise be entitled, every Executive Committee Member or other officer or auditor of the IASO shall be indemnified out of the assets of the IASO against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the IASO, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

**Trustees' Indemnity Insurance**

76. The Executive Committee shall have power to resolve pursuant to clause 4.24 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

**Winding-up**

77. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the IASO shall have effect and be observed as if the same were repeated in the Articles.