Company No: 2517018

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

UNIVERSITIES UK

(Adopted by special resolution on 4 March 2022)

Incorporated the 29th day of June 1990

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THE COMPANIES ACT 2006

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of

UNIVERSITIES UK

(Proposed to be adopted by special resolution passed on 4 March 2022)

1. **GENERAL**

1.1 The Companies (Model Articles) Regulations 2006 shall not apply to the Company.

1.2 In these Articles unless the subject or context otherwise requires:

1.2.1 all words importing the singular number only shall include the plural number and vice versa;

1.2.2 words importing the masculine gender only shall include the feminine gender and vice versa; and

1.2.3 words importing persons shall include corporations and unincorporated associations.

1.2.4 The words set out below shall bear the following meanings, if not inconsistent with the subject or context;

WORDS	MEANINGS
"Academic Year"	A year beginning on 1st August and ending on the next 31st July;
"Acting President"	An individual appointed to the role of President in accordance with Article 10.6;
"Acts"	The Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force;
"Address"	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;
"Annual General Meeting"	The annual general meeting of the Company held in accordance with Article 29.1;

“Appointed UK Board Member”	A UK Board Member appointed by the UK Board in accordance with Article 15;
"Articles"	These Articles of Association or any other articles of association from time to time adding to, replacing or amending these Articles;
“Board Advisory Committee”	A committee established by the Board in accordance with Article 22.1 whose role and composition shall be reflected in its terms of reference to be prescribed by the UK Board;
"Chief Executive"	The chief executive for the time being of the Company;
"Commission"	As defined in the Charities Act 2011;
"Company"	The above named Universities UK;
“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
"Eligibility Criteria"	The criteria set out in Schedule 1;
"Eligible Institution"	means an institution which satisfies the Eligibility Criteria set out in Schedule 1;
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
“Hybrid Meeting”	has the meaning given in Article 32.6;
"General Meeting"	The Annual General Meeting or any meeting convened as a general meeting of the Company pursuant to the Acts;

“Governance and Nominations Committee”	A committee established by the Board in accordance with Article 22.1 whose role and composition shall be reflected in its terms of reference to be prescribed by the UK Board;
"Member"	A person who has fulfilled the conditions of membership of the Company as set out in Articles 25.1 and whose name is entered in the Register of Members;
"Membership Committee"	A committee of UK Board Members set up in accordance with Article 26.1;
"MemCom Members"	As defined in Article 26.1;
"National Body"	Each of the bodies established in accordance with Article 39.1;
"Office"	The registered office of the Company;
"Policy Lead"	An individual elected to the role of Policy Lead in accordance with Article 13;
"President"	The president for the time being of the Company elected in accordance with Article 10;
“Primary Location”	has the meaning given in Article 32.6;
“Proxy Notice”	has the meaning given in Article 37.3;
“Proxy Notification Address”	has the meaning given in Article 37.6;
“Public Holiday”	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;
"Register of Members"	The register of members kept in accordance with the Companies Act;

“Remote Attendance”	means remote attendance at a general meeting by such means as are approved by the UK Board in accordance with Article 32.3;
"Treasurer"	The treasurer for the time being of the Company and a UK Board Member as set out in Article 12;
"UK Board"	The board of directors of the Company, for the time being;
"UK Board Members"	The persons elected or appointed to be members of the UK Board in accordance with Article 9.2, being the directors of the Company for the purposes of the Acts;
"United Kingdom"	United Kingdom of Great Britain and Northern Ireland;
"Vice-Chancellor or Principal"	The vice-chancellor or principal of an Eligible Institution or other chief officer or the person who has primary responsibility for the academic and executive affairs of an Eligible Institution;
"Vice-President"	A vice-president for the time being of the Company elected in accordance with Article 11; and
"Writing"	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;

1.3 Subject to the above, any words or expressions defined in the Acts shall, if not inconsistent with the subject or context, bear the same meanings in these Articles and any bye-laws, rules or regulations made hereunder.

OBJECTS AND POWERS

2. **OBJECTS**

2.1 The objects for which the Company is established are to promote, encourage and develop the university sector of higher education in the United Kingdom and thereby advance education for the public benefit.

3. **POWERS**

In furtherance of the objects, but not otherwise, the Company shall have the following powers:

3.1 to promote and provide facilities for discussion and consultation between representatives of university institutions in the United Kingdom, on any matters affecting or relevant to the university sector of higher education in the United Kingdom;

3.2 to formulate policies on any matters affecting or relevant to the university sector of higher education in the United Kingdom;

3.3 to represent the university sector of higher education in the United Kingdom and to conduct dealings and to liaise with the Government, any local, national or other institutions, authorities, agencies, bodies or persons, wheresoever in the world situate;

3.4 to provide information, advice and assistance to universities within the United Kingdom, or any of their representatives, on any aspect of educational affairs, including administrative and financial matters relating to or connected with education;

3.5 to take any steps (including without prejudice to the generality of the foregoing the issue, maintenance, financing and enforcement of legal proceedings) for the purpose of protecting the interest, reputation or good standing of the universities or the university sector of higher education in the United Kingdom or the integrity of any degree, diploma or other awards issued by universities in the United Kingdom;

3.6 to print, make and to publish or to assist in or promote the printing or making of any newspapers, periodicals, books, monographs, articles, leaflets or other literary or audio-visual undertakings or such use of any form of social media that the Company may think desirable for the promotion of its objects and to distribute such as it may think fit;

3.7 to own, exploit and acquire copyrights, rights of publication or reproduction and other rights in respect of any literary, audio-visual or other works or undertakings;

3.8 to produce, present, promote, organise, manage and conduct any meetings, lectures, classes, debates, conferences, libraries, demonstrations or exhibitions for the promotion of its objects as the Company may think fit;

3.9 to solicit and procure by any lawful means and to take, accept and receive any subscription, annuity, gift of money, property or other assets, whether subject to any special trust or not, for the objects of the Company;

3.10 to purchase or by any other lawful means acquire any property or assets whatever, for any estate or interest, and any rights or privileges of any kind over or in respect of any property or assets, and subject to such consents as may be required by law, sell, lease, mortgage or otherwise dispose of or deal in or turn to account all or any of the property or assets of the Company;

3.11 to invest any money of the Company not immediately required for its purposes in or upon such investments, securities or property as the Company thinks fit, subject to such conditions (if any) as may for the time being be imposed or required by law;

3.12 to borrow or raise money on such terms, and with such consents as by law requires, and on such security as may be thought fit;

3.13 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts (including the electronic transfer and management of funds via online internet banking);

3.14 to make any donations of assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any charitable associations or institutions connected with higher education;

3.15 to undertake and execute charitable trusts;

3.16 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

3.17 to receive payment from third parties on trust for higher education institutions, including the onward remittance of such funds to the intended beneficiary;

3.18 to appoint such officers and employees, on such reasonable and proper terms and conditions as the Company thinks fit, as may from time to time be necessary for carrying on the work of the Company;

3.19 to provide indemnity insurance for the UK Board Members or any other officer of the Company in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a UK Board Member, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Company); and

3.20 to do all such other lawful and charitable things as will further the attainment of the objects of the Company or any of them provided that the Company shall not support with its funds any object or endeavour to impose on or procure the observance by its members or others of any regulation or restriction which would make it a trade union;

3.21 It is hereby declared that in the construction of this Article the word "person" shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and words denoting the singular number only shall include the plural number and vice versa.

LIMITATION ON PRIVATE BENEFIT

4. LIMITATION ON PRIVATE BENEFIT

4.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no UK Board Member (director) shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or monies worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

4.1.1 of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a UK Board Member (director) of the Company) for any services rendered to the Company and of expenses necessarily incurred in carrying out the duties of any Member, officer or servant of the Company;

4.1.2 of interest on money lent by a Member of the Company at a reasonable and proper rate per annum;

4.1.3 to any UK Board Member (director) of the Company for reasonable and proper out-of-pocket expenses; or

4.1.4 of reasonable and proper rent for premises demised or let by any Member of the Company.

LIMITATION OF LIABILITY AND INDEMNITY

5. LIABILITY OF MEMBERS

5.1 The liability of the Members is limited to £1 (one pound) being the maximum amount each Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, the payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

5.2 The Office shall be at such place in England and Wales as the UK Board shall from time to time appoint.

6. INDEMNITY

6.1 Every UK Board Member, the Chief Executive of the Company and all members of committees established by the UK Board in accordance with Article 22 shall be indemnified out of the funds of the Company against all liabilities incurred by him or her as such an officer 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 under Section 1157 of the Companies Act 2006 in which relief is granted to him or her by the court.

THE UK BOARD

7. TRUSTEES' GENERAL AUTHORITY

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

8. VALIDITY OF UK BOARD AND COMMITTEE ACTIONS

8.1 All acts bona fide done by any meeting of the UK Board or of any committee, advisory group or working party constituted in accordance with these Articles or by any person acting as a UK Board Member, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such UK Board Member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a UK Board Member.

APPOINTMENT AND RETIREMENT OF UK BOARD MEMBERS

9. UK BOARD COMPOSITION

9.1 A Vice-Chancellor or Principal or person nominated as a Member pursuant to Article 25.1 shall, subject to the terms and conditions set out in these Articles, be eligible to be a UK Board Member.

9.2 Subject to Article 17.1 and otherwise as hereinafter provided, the UK Board shall consist of:

9.2.1 the President;

9.2.2 the three elected Vice-Presidents;

9.2.3 the Treasurer;

9.2.4 up to four Policy Leads;

9.2.5 up to six Elected UK Board Members (as defined in Article 14); and

9.2.6 up to six Appointed UK Board Members (as defined in Article 15).

10. PRESIDENT

The Company shall elect the President in accordance with the provisions of this Article as follows:

10.1 the President shall be elected by ballot of the Members to be held in January (or at such other time as the UK Board shall approve) in the Academic Year preceding that in which he or she is to assume office;

10.2 a President elected as aforesaid shall hold office for two Academic Years and, unless the Company shall by special resolution so resolve, shall not be eligible for re-election;

10.3 the ballot shall be conducted by the method of the single transferable vote of the Members entitled to vote;

10.4 in the event of the President-elect being unable to take up his or her office prior to its commencement there shall be a re-election conducted otherwise in accordance with the provisions of Articles 10.1 to 10.3;

10.5 in the event of any vacancy occurring in the office of President more than six months before the expiration of his or her term of office then there shall be a ballot conducted in accordance with this Article

10 to elect a new President and the person elected to fill such a vacancy shall commence his or her term of office on such date as is approved by the UK Board;

10.6 in the event of the President being unable to act or in the event of a vacancy occurring in the office of President with six months or less of his or her term of office remaining, within a reasonable time the UK Board shall appoint an individual to take up this role **(an "Acting President")**, having regard to advice from the Governance and Nominations Committee as to who should take up this role.

11. VICE-PRESIDENTS

There shall be up to three Vice-Presidents, one from each of the National Bodies (as described in Article 39), elected in accordance with the following provisions of this Article 11:

11.1 each Vice-President shall be a person elected by their respective National Body;

11.2 each National Body shall elect a succeeding Vice-President from amongst its members by ballot of its members to be held in January (or such other time as the UK Board shall approve) in the Academic Year preceding that in which they are to assume office;

11.3 each Vice-President shall hold office for two Academic Years and shall be eligible for one re-election;

11.4 the ballot for each of the elected Vice-Presidents shall be conducted by the method of the single transferable vote of the members of the relevant National Body; and

11.5 in the event of any vacancy in the office of elected Vice-Presidents the same shall be filled by the relevant National Body electing a new Vice-President from amongst its members in accordance with this Article 11 and the person elected to fill such a vacancy shall commence his or her term of office on such date as is approved by the UK Board.

12. TREASURER

The Company shall elect a Treasurer in accordance with the following provisions of this Article 12:

12.1 the Treasurer shall be elected by ballot of the Members entitled to vote to be held in January (or at such other time as the UK Board shall approve) in the Academic Year preceding that in which he or she is to assume office;

12.2 the Treasurer shall hold office for two Academic Years and shall be eligible for one re-election;

12.3 the ballot shall be conducted by the method of the single transferable vote of the Members entitled to vote; and

12.4 in the event of any vacancy in the office of Treasurer the same shall be filled by a ballot to be held in accordance with this Article 12 and the person elected to fill such a vacancy shall commence his or her term of office on such date as is approved by the UK Board.

13. POLICY LEADS

The UK Board may resolve from time to time to create up to four Policy Lead roles and shall have discretion to determine their responsibilities and areas of focus. Upon a relevant resolution by the UK Board to create such a role, the Company shall elect each Policy Lead in accordance with the following provisions of this Article 13:

13.1 each Policy Lead shall be elected by ballot of the Members entitled to vote to be held in January (or at such other time as the UK Board shall approve) in the Academic Year preceding that in which he or she is to assume office;

13.2 each Policy Lead shall hold office for three Academic Years and shall be eligible for one re-election;

13.3 the ballot shall be conducted by the method of the single transferable vote of the Members entitled to vote; and

13.4 in the event of any vacancy in the office of any Policy Lead, such vacancy shall be filled by a ballot to be held in accordance with Article 13.1, subject to any decision by the UK Board to remove the relevant Policy Lead role from the UK Board and the person elected to fill such a vacancy shall commence his or her term of office on such date as is approved by the UK Board.

14. ELECTED UK BOARD MEMBERS

As prescribed in Article 9.2.5, up to six Elected UK Board Members shall be elected in accordance with the following provisions of this Article 14:

14.1 in each Academic Year the Company shall, by ballot, elect from the Members up to six UK Board Members (each being an **"Elected UK Board Member"**) to hold office for the ensuing three Academic Years in place of those Elected UK Board Members who are retiring at the end of the then current Academic Year in accordance with the provisions of this Article 14;

14.2 if an Elected UK Board Member ceases to be a UK Board Member his or her place shall be filled by a Member in accordance with Article 14.1, as if that Elected UK Board Member had retired and the person elected to fill such a vacancy shall commence his or her term of office on such date as is approved by the UK Board;

14.3 elections shall be conducted by the method of the single transferable vote of the Members entitled to vote; and

14.4 an Elected UK Board Member shall be eligible for re-election once unless he or she intends to retire as a Member during the next ensuing Academic Year.

15. APPOINTED UK BOARD MEMBERS

As prescribed in Article 9.2.6, up to six Appointed UK Board Members shall be appointed in accordance with the following provisions of this Article 15:

15.1 up to six persons shall be appointed by the UK Board from a shortlist of candidates recommended by the Company's Governance and Nominations Committee (each being an **"Appointed UK Board Member"**) to hold office for the ensuing three Academic Years in place of those Appointed UK Board Members who are retiring at the end of the then current Academic Year in accordance with the provisions of this Article 15;

15.2 if an Appointed UK Board Member ceases to be a UK Board Member his or her place shall be filled by a Member appointed by the UK Board in accordance with Article 15.1, as if that Appointed UK Board Member had retired and the person appointed to fill such a vacancy shall commence his or her term of office on such date as is approved by the UK Board;

15.3 an Appointed UK Board Member shall be eligible for re-appointment once unless he or she intends to retire as a Member during the ensuing Academic Year.

16. MAXIMUM TERM OF OFFICE FOR ALL UK BOARD MEMBERS

16.1 Subject to Article 16.2, UK Board Members shall not be eligible to serve for more than nine years on the UK Board, save that an individual who has served as President may serve for 10 years on the UK Board.

16.2 The UK Board may resolve that it is in the best interests of the Company for the UK Board Member to remain in office and resolve that the restrictions in Article 16.1 do not apply to the UK Board Member.

17. DISQUALIFICATION AND REMOVAL OF UK BOARD MEMBERS

17.1 The office of a UK Board Member shall be vacated if:

17.1.1 (in the case of an Elected UK Board Member or an Appointed UK Board Member) he or she ceases to be a Member;

17.1.2 he or she ceases to be a UK Board Member by law or he or she becomes prohibited by law from being a director; or

17.1.3 a registered medical practitioner who is treating that person given a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

17.1.4 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

17.1.5 he or she resigns his or her office by written notice to the UK Board provided that at least three UK Board Members remain in office; or

17.1.6 he or she shall for more than twelve consecutive months have been absent without permission of the UK Board from meetings held during that period and the UK Board resolves that his or her office be vacated; or

17.1.7 his or her term of office comes to an end and he or she is not re-elected; or

17.1.8 he or she is removed from office in accordance with the provisions of Article 17.3.

17.2 In the event that any UK Board Member ceases to act in accordance with sub-paragraphs 17.1.3 or 17.1.4 inclusive of this Article 17.1 or is removed from office pursuant to Article 17.3, he or she shall immediately cease to be a Member.

17.3 The Company may by ordinary resolution of which special notice has been given in accordance with the Acts remove any UK Board Member before the expiration of his or her period of office notwithstanding anything in these Articles or in any agreement between the Company and such UK Board Member, provided the meeting has invited his or her views and considered the matter in the light of such views.

PROCEEDINGS AT UK BOARD MEETINGS

18. UK BOARD MEETINGS

18.1 The UK Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, provided that at least one such meeting shall be held in each of the three academic terms in each year.

18.2 The President or in his or her absence a Vice-President shall preside as chair at all meetings of the UK Board at which he or she shall be present, but if at any meeting neither the President nor a Vice-President be present within a reasonable period after the time appointed for holding the meeting, the UK Board Members present shall choose one of their number to be chair of the meeting.

18.3 The quorum necessary for the transaction of the business of the UK Board may be fixed by the majority vote of all the UK Board Members but this must never be less than eight UK Board Members.

18.4 A meeting of the UK Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the UK Board generally.

19. PARTICIPATION IN UK BOARD MEETINGS

19.1 Subject to the Articles, UK Board Members participate in a UK Board Members' meeting, or part of a UK Board Members' meeting, when:

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

19.1.2 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).

19.1.3 In determining whether UK Board Members are participating in a UK Board Members' meeting, it is irrelevant where any UK Board Member is or how they communicate with each other.

19.1.4 If all the UK Board Members 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.

20. DECISIONS OUTSIDE OF UK BOARD MEETINGS

20.1 UK Board Members may take decisions without a meeting in accordance with this Article 20.1:

20.1.1 A decision is taken in accordance with this Article 20.1 when a majority of the UK Board indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter.

20.1.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each UK Board Member or to which each UK Board Member has otherwise indicated agreement in Writing.

20.1.3 A decision which is made in accordance with this Article 20.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

20.1.4 approval from each UK Board Member must be received by one person being either such person as all the UK Board Members have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the UK Board Members;

20.1.5 following receipt of responses from all of the UK Board Members, the Recipient must communicate to all of the UK Board Members (by any means) whether the resolution has been formally approved by the UK Board Members in accordance with this Article 20.1.3;

20.1.6 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

20.1.7 the Recipient must prepare a minute of the decision in accordance with Article 41.1 (minutes).

21. CONFLICTS OF INTEREST

21.1 A UK Board Member must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A UK Board Member must absent himself or herself from any discussions of the UK Board in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

21.2 If a conflict of interest arises for a UK Board Member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted UK Board Members may authorise such a conflict of interests where the following conditions apply:

21.2.1 the conflicted UK Board Member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

21.2.2 the conflicted UK Board Member does not vote on any such matter and is not to be counted when considering whether a quorum of UK Board Members is present at the meeting; and

21.2.3 the unconflicted UK Board Members consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

21.3 In this Article 21.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a UK Board Member or to a connected person.

DELEGATION

22. COMMITTEES

22.1 The UK Board shall establish a Board Advisory Committee and a Governance and Nominations Committee and prescribe terms of reference for these committees.

22.2 Subject to the provisions contained in these Articles, the UK Board may establish standing or other committees, advisory groups and working parties. Any committee, advisory group or working party so formed shall conform to any regulations imposed on it by the UK Board.

22.3 Subject to Article 22.4, the composition of any committee shall be entirely in the discretion of the UK Board and may include such of their number (if any) as the regulations may specify.

22.4 Any standing or other committee established or formed in respect of the following matters shall consist exclusively of UK Board Members:

22.4.1 the doing of any matter, act or thing which is required to be done by the UK Board under or by virtue of any provision of the Acts or which involves the alteration, amendment or addition to these Articles or any bye-laws or regulations made thereunder;

22.4.2 the termination of the membership of any Member or UK Board Member; and

22.4.3 the approval of the annual estimates and the authorisation of the expenditure of any money of the Company, except within such limits as the UK Board shall consider reasonably necessary for the proper performance of the functions of any committee or working party formed from time to time.

23. THE CHIEF EXECUTIVE

23.1 The UK Board shall have power to appoint and from time to time remove the Chief Executive on such terms as the UK Board shall from time to time determine. Subject to the overall control and supervision of the UK Board, the Chief Executive shall be responsible for, inter alia, the day-to-day management and administration of the Company and shall be entitled to appoint such other persons to be employed by the Company either full-time or part-time as the Chief Executive considers to be reasonably necessary or advisable for discharging the functions of the Company.

MEMBERS

24. MEMBERS' RESERVE POWER

24.1 The Members may, by special resolution, direct the UK Board Members to take, or refrain from taking, specified action. No such special resolution invalidates anything which the UK Board Members have done before the passing of the resolution.

25. MEMBERSHIP

25.1 A Member shall be a person who :

25.1.1 has been appointed to the position of a Vice-Chancellor or a Principal of an Eligible Institution. For the avoidance of doubt, only one Vice-Chancellor or Principal shall be eligible to be a Member in respect of the Eligible Institution to which he or she is appointed; and

25.1.2 has submitted an application for membership which has been considered by the Membership Committee (if such a Membership Committee has been constituted by the UK Board pursuant to Article 26.1) and approved by the UK Board; and

25.1.3 has undertaken to contribute £1 to the assets of the Company in the event of it being wound up; and

25.1.4 is entered as a Member in the Register of Members; and

25.1.5 has not been removed as a Member pursuant to a resolution of the UK Board in accordance with Article 25.3; and

25.1.6 has not ceased to be a Member in accordance with the provisions of Article17.2.

25.2 The name of each Vice-Chancellor or Principal to be admitted to membership shall be entered on the Register of Members.

25.3 The UK Board may resolve that a Member shall cease to be a Member in the event that:

25.3.1 the annual contribution due to the Company from the Eligible Institution represented by that Member under Article 27.1 is not paid by that Eligible Institution within such period of time as may reasonably be allowed for such payment by the Company; or

25.3.2 the Eligible Institution represented by that Member ceases to satisfy any of the Eligibility Criteria, as determined by the UK Board after having regard to the advice of the Membership Committee.

25.4 A Member shall cease to be a Member in the event that he or she ceases to be a Vice-Chancellor or Principal of an Eligible Institution.

25.5 A Member shall cease to be a Member if he or she dies.

26. MEMBERSHIP COMMITTEE

26.1 The UK Board shall resolve from time to time to set up a membership committee for the purpose of receiving applications for membership of Members and of any categories of associate membership as determined by the UK Board in accordance with Article 28.1, considering the extent to which the relevant institutions to which such applications relate fulfil the Eligibility Criteria or associate membership criteria, as applicable, and reporting to and advising the UK Board on the same (the "Membership Committee").

26.2 The Membership Committee shall be made up of up to four UK Board Members as nominated by the UK Board from time to time ("MemCom Members") save that such person shall cease to be a MemCom Member immediately upon the occurrence of one of the following events:

26.2.1 the UK Board resolves that such person shall cease to be a MemCom Member; or

26.2.2 such person ceases to be a UK Board Member; or

26.2.3 such person, having been nominated as a MemCom Member for a continuous period of three calendar years, has not been formally re-nominated by the UK Board in the three months prior to the end of such three year period.

26.3 One of the MemCom Members shall be nominated by the UK Board as chair of the Membership Committee.

26.4 The UK Board shall nominate from time to time such co-opted Membership Committee members and external contacts as it in its absolute discretion determine are necessary to support the Membership Committee in the fulfilment of its purpose as set out in Article 26.2.

27. SUBSCRIPTIONS

27.1 In each year, the UK Board shall fix the subscription or subscriptions to be paid by each Eligible Institution whose Vice-Chancellor or Principal is a Member.

28. ASSOCIATE MEMBERSHIP

28.1 The UK Board may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the UK Board shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

29. GENERAL MEETINGS

29.1 Subject to Article 29.2, the Company shall in each year hold an Annual General Meeting in addition to any other General Meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Subject as hereinbefore provided, the Annual General Meeting shall be held at such time and place as the UK Board shall appoint.

29.2 The UK Board may, at its discretion, suspend the requirement to hold an Annual General Meeting within the time limits specified in Article 29.1 for a particular calendar year, if they consider that due to circumstances beyond their control holding the Annual General Meeting within those time limits would pose significant safety or other risks to the Company, the UK Board Members and/or the members or to the wider public or would be in breach of any relevant laws or regulations. The UK Board must keep any suspension under regular review and must endeavour to arrange the Annual General Meeting for later in the calendar year, once they consider it to be safe and practicable to do so. If they do not consider it to be safe and practicable to rearrange the Annual General Meeting in the same calendar year, the UK Board may decide that no Annual General Meeting shall be held in that calendar year and must make such arrangements as they think fit to deal with any business ordinarily dealt with at the Annual General Meeting.

29.3 The President or the Treasurer or the UK Board may convene a General Meeting at any time. The UK Board must call a General Meeting once the Company has received requests to do so from Members who represent at least 5% of the total voting rights of all Members having the right to vote at General Meetings.

30. NOTICE OF GENERAL MEETINGS

30.1 At least fourteen clear days' notice in Writing must be given of every General Meeting, including every Annual General Meeting, unless shorter notice is agreed by a majority of Members having a right to attend and vote at that meeting, representing together at least 90% of the total voting rights at that meeting of all the Members.

30.2 Every notice calling a General Meeting must:

30.2.1 specify the place, day and time of the meeting and the general nature of the business to be transacted;

30.2.2 if to be held as a Hybrid Meeting, the information specified in Articles 32.8.2 and 32.8.4;

30.2.3 if a special resolution is to be proposed, include the proposed resolution and specify that it is proposed as a special resolution; and

30.2.4 include with reasonable prominence a statement informing the Member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Company.

30.2.5 If the Company gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

31. POSTPONEMENT

31.1 If, after the sending of notice of a General Meeting, but before the meeting is held or, after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the UK Board consider that, due to circumstances beyond their control, proceeding with the General Meeting on the date or at the time or place specified in the notice calling the General Meeting would pose significant safety or other risks to the Company, the UK Board Members and/or the members or wider public or would be in breach of any relevant laws or regulations, they may postpone the General Meeting to another date, time and/or place.

31.2 When a General Meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given in such manner as the UK Board may, in its absolute discretion, determine. Notice of the business to be transacted at such postponed meeting shall not be required.

31.3 No business shall be transacted at any postponed meeting other than business which might properly have been transacted at the meeting had it not been postponed.

31.4 If a General Meeting is postponed in accordance with this Article 31, the appointment of a proxy will be valid if a Proxy Notice is received at a Proxy Notification Address in accordance with the Articles not less than 48 hours before the time appointed for holding the postponed meeting. Saturdays, Sundays, and Public Holidays shall not be counted when calculating this 48-hour period.

32. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

32.1 A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

32.2 A person is able to exercise the right to vote at a General Meeting when:

32.2.1 that person is able to vote, during the meeting (or in the case of a poll, within the time period specified by the chair of the meeting), on resolutions put to the vote at the meeting; and

32.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

32.3 The UK Board may, in its discretion, make such arrangements as it considers appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms. The UK Board may, in making such arrangements, impose restrictions on how those not physically attending the meeting may communicate with the meeting.

32.4 In determining attendance at a General Meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

32.5 Two or more persons who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

HYBRID MEETINGS AND REMOTE ATTENDANCE

32.6 A Hybrid Meeting is a General Meeting where the UK Board has made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting ("the Primary Location") or by Remote Attendance.

32.7 The UK Board may (but shall be under no obligation to) make such arrangements for Remote Attendance at a Hybrid Meeting as they may (subject to the requirements of the Companies Acts) decide. The entitlement of any person to attend a General Meeting by Remote Attendance shall be subject to such arrangements.

32.8 In the case of a Hybrid Meeting:

32.8.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:

(a) a person attending a General Meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting and rights to vote at the meeting, unless the Articles expressly provide to the contrary; and

(b) references in these Articles to the place of a General Meeting shall be treated as references to the Primary Location;

32.8.2 the UK Board must ensure that the notice of a Hybrid Meeting includes:

(a) details of the Primary Location; and

(b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;

32.8.3 the UK Board may decide:

(a) how those attending by Remote Attendance may communicate with the meeting, for example by using an electronic platform to communicate with the chair and/or others attending the meeting in Writing; and

(b) how those attending by Remote Attendance may vote;

32.8.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the UK Board, who must give the members as much notice as practicable of the changes;

32.8.5 in the event of technical failure or other technical issues during the meeting (including, for example, difficulties in establishing whether the meeting is quorate) the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting if in his or her view this is necessary or expedient for the efficient conduct of the meeting; and

32.8.6 under no circumstances shall the inability of one or more persons (being entitled to do so) to access, or continue to access, the technology being used for Remote Attendance at the meeting (despite adequate technology being made available by the Company) affect the validity of the meeting or any business conducted at the meeting, provided a quorum is present at the meeting.

33. IRREGULARITIES

33.1 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.

PROCEEDINGS AT GENERAL MEETINGS

34. QUORUM FOR GENERAL MEETINGS

34.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided one quarter of the Company's Members present in person or by proxy shall be a quorum.

34.2 For the avoidance of doubt, a person attending a meeting by Remote Attendance will be treated as being present and/or present in person at the meeting for the purposes of this Article 34, unless the Articles expressly provide to the contrary.

34.3 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved. In any other case the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit, and failing adjournment by the chair it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the UK Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.

35. **CHAIR OF GENERAL MEETINGS**

35.1 The President or, in his or her absence, one of the Vice-Presidents shall preside as chair at every General Meeting, but if there be no such President or Vice-President, or if at any meeting none of them shall be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose one of their number who shall be present to preside. The chair of the meeting may attend the meeting by Remote Attendance.

35.2 The chair may, with the consent of any meeting of the Members 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 from which the adjournment took place. Whenever such a meeting is adjourned for fourteen days or more, at least seven days' notice shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

36. **VOTING AT GENERAL MEETINGS**

36.1 Subject to Article 37.8 , every Member present in person or by proxy shall have one vote.

36.2 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands of those Members present and entitled to vote unless a poll is demanded either in advance of the General Meeting where it is to be put to the vote, or at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

36.3 A poll may be demanded by :

36.3.1 the chair of the meeting; or

36.3.2 the UK Board; or

36.3.3 five or more persons having the right to vote on the resolution; or

36.3.4 any person, who, by virtue of being appointed proxy for one or more Members having the right to vote on the resolution, holds two or more votes; or

36.3.5 a person or persons representing not less than one-tenth of the total voting rights of all the Members having the right to vote on the resolution.

36.4 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chair of the meeting consents to the withdrawal.

36.5 Unless a poll be so demanded a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

36.6 Except as provided in Article 36.8, if a poll is duly demanded it shall be taken in such a manner as the chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

36.7 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

36.8 A poll demanded on the election of a chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time as the chair of the meeting directs not being more than thirty days after the poll is demanded and any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

36.9 No notice need be given of a poll not taken immediately 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 7 days' notice must be given specifying the time and place at which the poll is to be taken.

36.10 Save as herein expressly provided, no person other than a Member shall be entitled to vote on any question at any General Meeting.

36.11 The UK Board shall be entitled to invite other representatives of: (i) Eligible Institutions or (ii) members of the National Bodies, or (iii) associate members, to attend any General Meeting but a person so invited shall not have a vote.

37. **PROXIES**

37.1 On a poll votes may be given either personally or by proxy.

37.2 A Member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the Member by whom the proxy is appointed.

37.3 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

37.3.1 states the name and Address of the Member appointing the proxy;

37.3.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;

37.3.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the UK Board may determine; and

37.3.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.

37.4 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

37.5 Unless a Proxy Notice indicates otherwise, it must be treated as:

37.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

37.5.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

37.6 The Proxy Notification Address in relation to any General Meeting is the registered office of the Company; or any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or any electronic Address falling within the scope of Article 37.7.

37.7 If the Company gives an electronic Address:

37.7.1 in a notice calling a meeting;

37.7.2 in an instrument of proxy sent out by it in relation to the meeting; or

37.7.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 37.7, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any Document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

37.8 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

37.9 Subject to Articles 37.10 and 37.11, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the General Meeting or adjourned meeting to which it relates.

37.10 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

37.11 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:

37.11.1 received in accordance with Article 37.9; or

37.11.2 given to the chair, Secretary (if any) or any UK Board Member at the meeting at which the poll was demanded.

37.11.3 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 37.

37.12 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address. A notice revoking the appointment of a proxy only takes effect if it is received before:

37.12.1 the start of the meeting or adjourned meeting to which it relates; or

37.12.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

37.13 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

MEMBERS' DECISIONS OUTSIDE OF MEETINGS

38. WRITTEN RESOLUTIONS

38.1 A resolution in Writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that:

38.1.1 a copy of the proposed resolution has been sent to every eligible Member;

38.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of eligible Members has signified its agreement to the resolution; and

38.1.3 it is contained in an authenticated Document which has been received at the registered office within the period of 28 days beginning with the circulation date.

38.2 A resolution in Writing may comprise several copies to which one or more eligible Members entitled to vote have signified their agreement.

39. NATIONAL BODIES

39.1 There may, at the discretion of the UK Board, be up to three National Bodies as follows:

39.1.1 National Council for England and Northern Ireland;

39.1.2 National Council for Scotland being Universities Scotland (US); and

39.1.3 National Council for Wales being Universities Wales.

39.2 A National Body is a constitutional part of the Company and as such shall comply with the financial, audit and other regulations of the Company and do nothing which may conflict with the objects of the Company.

39.3 The UK Board may establish a committee to manage and oversee the activities of a National Body in accordance with Article 22.

40. EFFECT OF ARTICLES

40.1 Each Member shall be deemed to have agreed to be bound by these Articles and any rules and bye-laws made in accordance therewith.

GENERAL

41. RECORDS AND ACCOUNTS

41.1 The UK Board shall cause proper minutes to be made of all appointments of the officers of the Company and of the proceedings of all meetings of the Company and of the UK Board.

41.2 The UK Board shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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 and the Charity Commission of:

41.2.1 annual reports;

41.2.2 annual statements of account; and

41.2.3 annual returns or confirmation statements.

41.3 Except as provided by law or authorised by the UK Board 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.

41.4 The UK Board must notify the Commission promptly of any changes to the charity's entry on the register of charities.

42. AUDIT

42.1 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

42.2 Auditors shall be appointed and their duties regulated in accordance with the Acts.

43. COMMUNICATIONS

43.1 Subject to the Articles, any notice or Document to be sent or supplied to a UK Board Member in connection with the taking of decisions by the UK Board may also be sent or supplied by the means by which that UK Board Member has asked to be sent or supplied with such notices or Documents for the time being.

43.2 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:

43.2.1 in Hard Copy Form;

43.2.2 in Electronic Form; or

43.2.3 by making it available on a website.

43.3 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 UK Board may decide what agreement (if any) is required from the recipient.

43.4 A Member who does not register an Address with the Company or who registers only a postal Address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

43.5 A Member in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

43.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

43.7 Proof that an Electronic Form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent.

43.8 Notice shall be deemed to be given:

43.8.1 48 hours (including Saturdays, Sundays, and Public Holidays) after the envelope containing it was posted; or

43.8.2 in the case of an Electronic Form of communication, on the same day it was sent.

43.9 A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his or her Address as appearing in the Register of Members.

43.10 Any Member described in the Register of Members by an Address not within the United Kingdom, who shall from time to time give the Company an Address within the United Kingdom at which notices may be served upon him or her, shall be entitled to have notices served upon him or her at such Address, but, save as aforesaid and as provided by the Acts, only those Members who are described in the Register of Members by an Address within the United Kingdom shall be entitled to receive notices from the Company.

43.11 Any notice or other Document which pursuant to these Articles is required to be served by any Member on the Company or on any officer of the Company may be served by leaving the same at the Office or by sending the same through the post in a prepaid envelope addressed to the UK Board or an officer of the Company, as the case may be, at the Office.

WINDING UP

44. DISSOLUTION

44.1 If upon the winding up or dissolution of the Company there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article

4.1 hereof, such institution or institutions to be determined by Members of the Company at or before the time of dissolution and insofar as effect cannot be given to such provisions then to some other charitable education object.

SCHEDULE 1 – ELIGIBILITY CRITERIA

For the purposes of these Articles, an Eligible Institution means an institution providing higher education that fulfils all of the following criteria to the satisfaction of the UK Board:

1. **Primary purpose of teaching, scholarship and research:**

1.1 A minimum five-year track record of delivering teaching, scholarship and research in the UK;

1.2 Evidence of an institution-wide culture of scholarship-informed teaching and the advancement of a subject by research and scholarship (being commitment to, and practice in, the acquisition and synthesis of knowledge and understanding);

1.3 Support for the principle of academic freedom for all staff and students enshrined in Section 43 of the Education Act 1986, as amended by Schedule 8 of the Further and Higher Education Act 1992; and

1.4 Normally a minimum of 80% of full time equivalent students across the whole institution enrolled on higher education provision.

2. **Financial accountability and independence:**

2.1 Full accounts published annually and made publicly available on the internet, consistent with the Higher Education Statement of Recommended Accounting Practice (SORP), which evidence clarity and transparency of share ownership, including any changes thereto;

2.2 Independent governing body with authority over the strategic direction, educational ethos and financial management of the institution; and

2.3 Adherence to the Nolan seven principles of public life, namely: selflessness; integrity; objectivity; accountability; openness; honesty; and leadership.

3. **Accountability to students and the wider public:**

3.1 Adherence to all the regulatory frameworks and accountability requirements for public finance which are applicable to higher education institutions at any given time;

3.2 Adherence to relevant quality assurance systems, including national systems and professional bodies;

3.3 Engagement with national systems within the UK that support and protect the interests of students, such as the national student survey (NSS) and office of the independent adjudicator; and

3.4 Adherence (by law or voluntarily) to the publication and scrutiny of data and information such as through the Higher Education Statistics Agency and Freedom of Information Acts.