

**THE COMPANIES ACTS 1985 to 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM**

**AND**

**ARTICLES OF  
ASSOCIATION**

**OF**

**IVCC**

We hereby certify this to be a true and  
complete copy of the original document  
Signed Robres Wf  
Date 31.08.2018  
**Brabners**

Horton House, Exchange Flags, Liverpool L2 3YL

**Incorporated: 9<sup>th</sup> October 2008  
Registered Number: 06719882  
Registered Charity Number 1128437**

**Amended by Special Resolutions dated:  
6<sup>th</sup> February 2009  
19<sup>th</sup> July 2018**

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**MEMORANDUM OF ASSOCIATION**

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**IVCC**

**1. NAME**

The name of the Company is IVCC ('the Charity').

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales.

**3. OBJECTS**

The objects of the Charity are:

the preservation and protection of good health and the relief of sickness by alleviating and preventing the spread of any type of tropical disease which is now or may hereafter become known in any part of the world where such disease either manifests itself or has effects by any means, and in particular but without prejudice to the generality of the foregoing by:

- 3.1 Stimulating industry and academia to discover, develop and deliver new tools to better manage insects which transmit disease and to monitor and better direct the use of these tools.
- 3.2 Promoting and encouraging the dissemination of new scientific information.
- 3.3 Ensuring the products and systems developed are accessible to those in need of them in the developing countries of the world.
- 3.4 Promoting and conducting research into issues concerning public health.

**4. POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To oversee and work with a consortium of partner organisations and other parties

engaged in fulfilling the charitable objects.

- 4.2 To deal in and manage any intellectual property.
- 4.3 To provide an interface between consumers, industry and other industrial and academic players.
- 4.4 To promote and support partnerships, consortia, joint ventures and other co-operation between other bodies.
- 4.5 To promote, fund or carry out research, product development and delivery;
- 4.6 To provide advice;
- 4.7 To publish or distribute information;
- 4.8 To co-operate with other bodies;
- 4.9 To support, administer or set up other charities;
- 4.10 To raise funds (but not by means of taxable trading);
- 4.11 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.12 To acquire or hire property of any kind;
- 4.13 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.14 To make grants or loans of money and to give guarantees;
- 4.15 To set aside funds for special purposes or as reserves against future expenditure;
- 4.16 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.17 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.17.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.17.2 every transaction is reported promptly to the Trustees;
  - 4.17.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 4.17.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.17.6 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 Trustees on receipt; and
- 4.17.7 the financial expert must not do anything outside the powers of the Trustees;
- 4.18 To arrange for investments or other property of the Charity 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 Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.19 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.20 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.21 Subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.22 To enter into contracts to provide services to or on behalf of other bodies;
- 4.23 To give such undertakings and indemnities with such security as may be necessary in connection therewith to confirm fulfilment of any conditions relating to the application by the Charity of monies received by the Charity;
- 4.24 To maintain and manage or arrange for the maintenance and management of the property, buildings, structures, facilities and other premises as may from time to time be owned or occupied by or for the purpose of the Charity;
- 4.25 To establish subsidiary companies to assist or act as agents for the Charity;
- 4.26 To acquire, merge with or enter into partnership, consortium or joint venture arrangement with any other charity formed for any of the objects, or any other organisation, for the purposes of fulfilling the Objects;
- 4.27 To enter into derivatives in order to manage the Charity's exposure to interest rate and currency fluctuations arising from its activities in furthering its objects, provided that the Trustees should be satisfied that the value of the transaction is such that it can fairly be regarded as related to the objective of managing risk, or of managing transaction costs in the investment process;
- 4.28 To pay the costs of forming the Charity; and

4.29 To do anything else within the law which promotes or helps to promote the Objects.

5. **BENEFITS TO MEMBERS AND TRUSTEES**

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;

5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

5.2.1 as mentioned in clauses 4.20, 5.1.2, 5.1.3 or 5.3;

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding;

5.3.1 Any Trustee (or any firm or company of which a Trustee is a partner, member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:

5.3.1.1 the goods or services are actually required by the Charity;

5.3.1.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4;

5.3.1.3 the other Trustees are satisfied that the engagement is in the best interests of the Charity. In reaching that decision the Trustees must balance the advantage of a Trustee being employed against the disadvantages of doing so (especially the limitation on the Trustee's services as a result of

dealing with the Trustee's conflict of interests.

5.3.1.4 the reason for the Trustees' decision is recorded by the Trustees in the minute book.

5.3.2 An employee (including but not limited to the Chief Executive) of the Charity may be a Trustee notwithstanding he or she is paid as an employee and/or consultant (the "engagement"), subject to satisfying the following conditions:

5.3.2.1 the remuneration or other sums paid to the Trustee in his or her capacity as an employee or consultant do not exceed an amount that is reasonable in all the circumstances;

5.3.2.2 the Trustee is absent from any part of the meeting at which there is a discussion of his or her employment or remuneration, any matter concerning the contract between him or her and the Charity, or his or her performance in the employment or under the contract, in accordance with the provisions at 5.4.

5.3.2.3 the other Trustees are satisfied that the engagement is in the best interests of the Charity. In reaching that decision the Trustees must balance the advantage of a Trustee being employed against the disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interests.

5.3.2.4 the reason for the Trustees' decision is recorded by the Trustees in the minute book.

5.3.3 This provision may not apply to more than a minority of the Trustees in any financial year.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

5.4.1 declare an interest at or before discussion begins on the matter;

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

5.4.3 not be counted in the quorum for that part of the meeting;

5.4.4 withdraw during the vote and have no vote on the matter.

5.5 This clause may not be amended without the prior written consent of the Commission.

## 6. LIMITED LIABILITY

The liability of members is limited.

## 7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

## **8. DISSOLUTION**

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

## **9. INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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**ARTICLES OF ASSOCIATION**

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**IVCC**

**1. MEMBERSHIP**

- 1.1 The subscriber to the Memorandum of Association shall be the first Member of the Charity.
- 1.2 Membership of the Charity is only open to the subscriber to the Memorandum of Association and such other individuals and organisations as the subscriber shall in its discretion admit to membership.
- 1.3 The Charity must maintain a register of members.
- 1.4 Membership of the Charity is not transferable.
- 1.5 Membership is terminated if the member concerned:
  - 1.5.1 gives written notice of resignation to the Charity;
  - 1.5.2 dies or (in the case of an organisation) ceases to exist;
  - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);
- 1.6 Membership of the Charity shall be for the benefit of the community and Members shall be stewards holding their membership not for personal material benefit but as guardians of the objects of the Charity and in the event of the dissolution of the Charity for application in accordance with Clause 8 of the Memorandum of Association.

**2. GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are



called on at least 14 clear days' written notice specifying the business to be discussed.

- 2.2 There is a quorum at a general meeting if the number of members or proxies for members or authorised representatives present is at least 1 (or one-fifth of the members if greater).
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- 2.5 Every member present in person or by proxy or through an authorised representative has one vote on each issue.
- 2.6 A written resolution signed in accordance with the procedure set out in the Act is as valid as a resolution passed at a general meeting.
- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation.
- 2.8 At an AGM the members:
  - 2.8.1 receive the accounts of the Charity for the previous financial year;
  - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
  - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 2.8.4 elect persons to be Trustees to fill the vacancies arising (but the members shall not override any nomination made under Article 3.4);
  - 2.8.5 appoint auditors for the Charity;
  - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them.
- 2.9 Any general meeting which is not an AGM is a General Meeting.
- 2.10 A General Meeting may be called at any time by the Trustees and must be called within 28 days on a written request from at least 1 member.

### 3. **THE TRUSTEES**

- 3.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

- 3.2 The Trustees when complete consist of at least seven and not more than fifteen individuals.
- 3.3 Fred Binka, Anthony David Bradling-Bennett, Vinand Nantulya, Gloria Onyeabor, Awa Maria Coll Seck, Stephen Rothwell O'Brien and Sir Mark Moody-Stuart are the first Trustees of the Charity.
- 3.4 The Bill and Melinda Gates Foundation and Liverpool School of Tropical Medicine (Charity Registration Number 222655) shall each have the right to appoint and remove one Trustee to the Board of Trustees of the Charity (these Trustees being together known as the Appointed Trustees).
- 3.5 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 3.6 The Trustees' core functions which shall not be delegated are:
  - 3.6.1 to define and ensure compliance with the values and objectives of the Charity;
  - 3.6.2 to establish policies and plans to meet those objectives;
  - 3.6.3 to approve an annual budget and approve annual accounts prior to publication;
  - 3.6.4 to establish and oversee a framework of delegation and systems of control;
  - 3.6.5 to establish and agree policies for the assessment and management of risk and make decisions on all matters that may create significant financial or other risks to the Charity or which affect material issues of principle;
  - 3.6.6 to monitor the Charity's performance in relation to the values, objectives, policies, plans, financial controls, budgets and other decisions of the Trustees;
  - 3.6.7 to appoint (and if necessary dismiss), appraise and set the remuneration of the senior member of staff and be represented in the appointment of any key members of staff;
  - 3.6.8 to satisfy themselves that the charity's affairs are conducted in accordance with the Charity's governing document, relevant laws and the requirements of any regulatory bodies, and in accordance with the generally accepted standards of performance and propriety.
- 3.7.1 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. The retiring Trustee(s) shall be eligible for re-election provided

that no Trustee shall hold office for more than three terms of three years each and provided further that a resolution carried by a majority of at least three quarters of the Trustees may override such conditions in exceptional cases.

- 3.7.2 The Appointed Trustees are excluded from the provisions set out in Article 3.7.1.
- 3.8 A Trustee's term of office automatically terminates if he or she:
- 3.8.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;
  - 3.8.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.8.3 is absent from three consecutive meetings of the Trustees without special leave of absence granted by the Trustees;
  - 3.8.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 3.8.5 is removed by resolution passed by at least two-thirds of the members present and voting at a general meeting or by written resolution signed by at least two-thirds of the members after the members have invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 3.9 Where a Trustee appointed under Article 3.4 retires or their office is terminated for any reason, the Charity shall approach the nominating body to request that an alternative nomination be made.
- 3.10 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### **4. PROCEEDINGS OF TRUSTEES**

- 4.1 The Trustees must hold at least two meetings each year.
- 4.2 A quorum at a meeting of the Trustees is five Trustees.
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 5. **POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity:

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number;
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees), and in particular to establish a Nominations Committee, Audit Committee and Finance Committee;
- 5.4 to delegate the day to day management of the Charity to a Chief Executive or other senior member of staff under written terms of reference such delegated authority to be exercised in accordance with any written instructions given from time to time by the Trustees;
- 5.5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- 5.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 5.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- 5.8 to establish procedures to assist the resolution of disputes within the Charity;
- 5.9 to exercise any powers of the Charity which are not reserved to a general meeting.

## 6. **RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 6.1.1 annual reports;
  - 6.1.2 annual returns; and
  - 6.1.3 annual statements of account.
- 6.2 The Trustees must keep proper records of:
- 6.2.1 all proceedings at general meetings;
  - 6.2.2 all proceedings at meetings of the Trustees;
  - 6.2.3 all reports of committees; and
  - 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

## 7. NOTICES

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means.
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 7.3.2 two clear days after being sent by first class post to that address;
  - 7.3.3 three clear days after being sent by second class or overseas post to that address;
  - 7.3.4 on the date of publication of a newspaper containing the notice;
  - 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
  - 7.3.6 as soon as the member acknowledges actual receipt.

- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

## 9. INTERPRETATION

In the Memorandum in and in these Articles:

- 9.1 'The Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provision of the Companies Act 2006 for the time being in force;

'AGM' means an annual general meeting of the Charity;

'these Articles' means these articles of association;

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

'Chairman' means the chairman of the Trustees;

'the Charity' means the company governed by these Articles;

'clear day' means 24 hours from midnight following the relevant event;

'the Commission' means the Charity Commission for England and Wales;

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;

'General Meeting' means a general meeting of the Charity;

'material benefit' means a benefit which may not be financial but has a monetary value;

'member' and 'membership' refer to membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum;

'Secretary' means the Secretary of the Charity;

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits which are liable to tax;

'Trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993 and also means a director of the Charity, and 'Trustees' means all of the directors;

'written' or 'in writing' refers to a legible document on paper including a fax message;

'year' means calendar year;

- 9.2 Expressions defined in the Act have the same meaning.
- 9.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.