

Company Number 1218334
Charity Number 290927

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

ASSOCIATION FOR PROJECT MANAGEMENT

**ADOPTED BY SPECIAL RESOLUTION ON
25 SEPTEMBER 2006**

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COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF ASSOCIATION FOR PROJECT MANAGEMENT

1 NAME

1.1 The name of the Association is Association for Project Management.

2 REGISTERED OFFICE

2.1 The registered office of the Association is in England and Wales.

3 OBJECTS

3.1 The Objects are to advance the science, theory and practice of project and programme management for the public benefit.

4 POWERS

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

4.1.1 to promote or carry out research;

4.1.2 to provide for the holding of meetings, lectures, seminars and training courses;

4.1.3 to provide advice;

4.1.4 to publish or distribute information;

4.1.5 to co-operate with other bodies;

4.1.6 to support, administer or set up other charities;

4.1.7 to undertake and execute any charitable trusts;

4.1.8 to raise funds (but not by means of taxable trading);

4.1.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);

4.1.10 to acquire or hire property of any kind;

4.1.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

4.1.12 to make grants or loans of money and to give guarantees;

4.1.13 to set aside funds for special purposes or as reserves against future expenditure;

- 4.1.14 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.1.15 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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
 - (g) the financial expert must not do anything outside the powers of the Trustees;
- 4.1.16 to arrange for investments or other property of the Association to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.1.17 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 4.1.18 to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;
- 4.1.19 to pay for indemnity insurance for the Trustees;
- 4.1.20 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.1.21 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.22 to hold shares in any company whose activities as a whole are intended to further the Objects;
- 4.1.23 to establish or acquire subsidiary companies to assist or act as agents for the Association;

4.1.24 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 Association must be used only for promoting the Objects and do not belong to the members but:

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

5.1.2 members (including Trustees) may be paid interest on money lent to the Association at a rate per annum of not more than 2% less than the base lending rate of the Association's bankers or 3% whichever is greater;

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

5.1.4 individual members (including Trustees) who are also 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 Association except:

5.2.1 as mentioned in clauses 4.1.19 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);

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

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

5.2.4 subject to clause 5.3, payment to any company in which a Trustee has no more than a 1 per cent shareholding; and

5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 A Trustee may not be an employee of the Association, but a Trustee or a connected person may enter into a contract with the Association to supply goods or services in return for a payment or other material benefit if:

5.3.1 the goods or services are actually required by the Association;

5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and

5.3.3 no more than one half of the Trustees are interested in all such contracts 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 or other body advising the Trustees or acting under delegated powers or authority of the Trustees, he or she must:

5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter; and (other than where the interest declared concerns a decision to pay for trustee indemnity insurance);

5.4.2 be absent 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; and

5.4.4 be absent during the vote and have no vote on the matter.

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

6 LIMITED LIABILITY

6.1 The liability of the members is limited.

7 GUARANTEE

7.1 Every member promises, if the Association is dissolved while he or she remains a member or within 12 months afterwards, to pay up to £5 towards the costs of dissolution, the adjustment of the rights of the contributors among themselves and the liabilities incurred by the Association while he or she was a member.

8 DISSOLUTION

8.1 If the Association 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 for charitable purposes which are 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 the Memorandum.

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

Companies Acts 1985 and 1989

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF ASSOCIATION FOR PROJECT MANAGEMENT

1 MEMBERSHIP

- 1.1 The Association must maintain a register of members.
- 1.2 The members of the Association are the members at the date of adoption of these Articles and any other persons who are admitted to membership according to these Articles and any Rules and Regulations made under Article 5.1.5 who:
 - 1.2.1 apply to the Association in the form required by the Trustees;
 - 1.2.2 meet the applicable criteria for admission;
 - 1.2.3 are approved by the Trustees; and
 - 1.2.4 sign the register of members or consent in writing to become a member.
- 1.3 The Trustees may establish different classes of membership (including informal membership), prescribe conditions of admission to, retention of, exclusion from and re-admittance to membership, their respective privileges and duties and set the amounts of any subscriptions.
- 1.4 Membership is terminated if the member concerned:
 - 1.4.1 gives written notice of resignation to the Association;
 - 1.4.2 dies;
 - 1.4.3 fails to pay the relevant subscription, if any, by the due date as specified in Rules and Regulations made by the Trustees under Article 5.1.5 (but in such a case the member may be reinstated on payment of the amount due together with any rejoining fee that may be required under such Rules and Regulations);
 - 1.4.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Association. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice; or
 - 1.4.5 if a member is expelled as a result of disciplinary proceedings.
- 1.5 Membership of the Association is not transferable.

2 GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the Secretary at least 48 hours before the meeting. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.
- 2.2 Entitlement of informal members to receive notices of and attend general meetings shall be as prescribed in Rules and Regulations made under Article 5.1.5.
- 2.3 There is a quorum at a general meeting if the number of members present in person is at least 10.
- 2.4 The President or (if the President is unable or unwilling to do so) a Vice-President elected by those present or (if no Vice-President is able or willing to do so) some other member elected by those present presides at a general meeting.
- 2.5 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast.
- 2.6 Any member whose name is in the register of members of the Association and who has paid all sums due and payable to the Association for his or her membership shall be entitled to vote at a general meeting.
- 2.7 Voting for the election of Trustees shall be by ballot of all members entitled to vote at a general meeting as prescribed in Rules and Regulations made under Article 5.1.5.
- 2.8 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or by proxy has one vote on each issue.
- 2.9 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.
- 2.10 The Association must hold an AGM in every year. Not more than fifteen months shall elapse between the date of one AGM and that of the next.
- 2.11 At an AGM the members:
- 2.11.1 receive the accounts of the Association for the previous financial year;
 - 2.11.2 receive the Trustees' report on the Association's activities since the previous AGM;
 - 2.11.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 2.11.4 subject to Article 3.6 appoint Trustees according to the members' ballot held not more than six months before the AGM to fill the vacancies arising;
 - 2.11.5 appoint auditors for the Association; and

2.11.6 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

2.12 Any general meeting which is not an AGM is an EGM.

2.13 An EGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least twenty five members.

3 THE TRUSTEES

3.1 The Trustees as charity trustees have control of the Association and its property and funds.

3.2 Following the appointment of Trustees at the next AGM after adoption of these Articles, unless otherwise agreed by the Trustees under Article 3.4, the Trustees when complete shall consist of:

3.2.1 twelve individuals, all of whom must be members; and

3.2.2 up to three individuals, who are not required to be members, who have particular skills and expertise required by the Trustees.

3.3 A Trustee may be appointed under Article 3.2.2 for a maximum term of three years.

3.4 The Trustees may vary the number of Trustees at any time subject to a minimum of seven and a maximum of fifteen.

3.5 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Association before he or she may vote at any meeting of the Trustees.

3.6 The following provisions apply on the first AGM after adoption of these Articles.

3.6.1 all the Trustees shall retire;

3.6.2 four of the Trustees shall be reappointed by the Trustees;

3.6.3 six other persons shall be appointed as Trustees according to the members' ballot;

3.6.4 two other persons shall be appointed as Trustees by the Trustees appointed in accordance with Articles 3.6.2 and 3.6.3.

3.7 On the second AGM after adoption of these Articles the Trustees reappointed under Article 3.6.2 shall retire.

3.8 In all Years following the first AGM after the date of adoption of these Articles one third (or the number nearest one third rounding upwards) of the Trustees must retire at each AGM. The order of precedence of those retiring being those required to retire under Article 3.7 first and then those longest in office and the choice between any of equal service shall be made by drawing lots. This Article does not apply to a Trustee appointed under Article 3.2.2.

- 3.9 A retiring Trustee who remains qualified may be reappointed for a maximum of nine consecutive years commencing on or after the first AGM after the adoption of these Articles.
- 3.10 A person who has been a Trustee for nine consecutive years commencing on or after the first AGM after the adoption of these Articles shall not be eligible for appointment or reappointment as a Trustee until one year has elapsed after he or she last held office.
- 3.11 A Trustee's term of office automatically terminates:
- 3.11.1 if he or she is disqualified under the Charities Act from acting as a charity trustee;
 - 3.11.2 if he or she is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.11.3 if he or she is absent from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.11.4 if he or she is a Trustee specified in Article 3.2.1 who ceases to be a member;
 - 3.11.5 if he or she resigns by written notice to the Trustees (but only if at least four Trustees will remain in office); or
 - 3.11.6 if he or she is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views..
- 3.12 The Trustees may at any time co-opt any member who is 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.
- 3.13 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.
- 3.14 If a Trustee is required to retire at an AGM by a provision in these articles, the retirement and any appointment to a vacancy created by such retirement shall take effect upon the conclusion of the meeting.

4 TRUSTEES' PROCEEDINGS

- 4.1 The Trustees must hold at least four meetings each year.
- 4.2 A quorum at a meeting of the Trustees is one third (or the number nearest one third rounding upwards) of the Trustees or such other number not being less than three as the Trustees may by resolution decide.
- 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. 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 TRUSTEES' POWERS

- 5.1 The Trustees have the following powers in the administration of the Association:
- 5.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;
 - 5.1.2 to appoint a Chairman from among their number;
 - 5.1.3 to confer on any individual (with his or her consent) the honorary title of President or Vice-President of the Association;
 - 5.1.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees;
 - 5.1.5 to make Rules and Regulations consistent with the Memorandum, the Articles and the Companies Act to govern:
 - (a) proceedings at general meetings, the election of Trustees by the members and to prescribe a form of proxy;
 - (b) their proceedings and proceedings of committees and to regulate organisational groupings of the Association; and
 - (c) the administration of the Association and the use of its seal (if any);
 - 5.1.6 to establish procedures to assist the resolution of disputes or differences within the Association;
 - 5.1.7 to exercise any powers of the Association which are not reserved to a general meeting.

6 RECORDS AND ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act 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 returns;
 - 6.1.2 annual reports; 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 Association must be made available for inspection by any Trustee at any 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 Association's latest available statement of account as required by Section 42 of the Charities Act must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Association's reasonable costs.

7 NOTICES

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Association.
- 7.2 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. 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 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

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

9 INTERPRETATION

9.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

AGM means an annual general meeting of the Association;

the Articles means the Association's articles of association;

the Association means the company governed by the Articles;

Chairman means the chairman of the Trustees;

the Charities Act means the Charities Act 1993;

charity trustee has the meaning prescribed by section 97(1) of the Charities Act;

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

the Commission means the Charity Commissioners for England and Wales;

the Companies Act means the Companies Act 1985;

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them;

EGM means an extraordinary general meeting of the Association;

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year means the Association's financial year;

firm includes a limited liability partnership;

indemnity insurance means insurance to cover the liability of the Trustees:

(a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Association;

(b) to make contributions to the assets of the Association in accordance with the provisions of section 214 of the Insolvency Act 1986.

Any such insurance in the case of (a) shall not extend to:

- (i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interest of the Association, or which the Trustees did not care whether it was in the best interests of the Association or not;
- (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
- (iii) any liability to pay a fine.

Any insurance in the case of (b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation;

individual shall not include an organisation or corporate body;

informal membership refers to an individual, organisation or corporation who may be called a 'member' but is not a company member of the Association;

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

member and **membership** refer to company membership of the Association;

Memorandum means the Association's Memorandum of Association;

month means calendar month;

nominee company means a corporate body registered or having an established place of business in England and Wales;

the Objects means the Objects of the Association as defined in clause 3 of the Memorandum;

Secretary means the company secretary of the Association;

taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

Trustee means a director of the Association and **Trustees** means the directors;

written or **in writing** refers to a legible document on paper including a fax or an email message or other electronic communication;

year means calendar year.

9.2 Expressions defined in the Companies Act have the same meaning.

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