

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 1985 AND 1989

MEMORANDUM OF ASSOCIATION of

NATIONAL GOVERNORS' ASSOCIATION

Adopted as amended by special resolution dated 12 November 2005

to have effect on and from the date on which the merger agreement referred to in the above Special Resolution is completed in accordance with its terms

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1. The name of the Association (hereinafter called 'The Company') is National Governors' Association.
 2. The registered office of the Company will be situated in England.
 3. The Company is established for the general benefit of the public and in particular but not so as to limit the generality of the foregoing the improvement of educational welfare of children through
 - (a) the promotion of high standards in schools, colleges and other educational institutions; and
 - (b) the raising of the effectiveness of governing bodies of such institutions ("Governing Bodies") by the provision of relevant information, advice and training to such Governing Bodies, and to members thereof ("Governors").
 4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:
 - (a) to promote and encourage the formation and establishment of associations of Governing Bodies ("Associations") in England and Wales independent of any local education authority or like body
 - (b) to support, encourage and to be an independent forum for Associations;
 - (c) to act on behalf of Associations, Governing Bodies and Governors as the national representative and consultative body to government, agencies and other bodies, statutory or otherwise;
 - (d) to promote high standards in the exercise by Governors and Governing Bodies of their respective responsibilities;
 - (e) to foster and undertake research into any aspect of, or touching and concerning, the objects and activities of the Company, to disseminate the useful results of such research the results of such research to, and to monitor and ensure the provision of independent information, research, and advice for Governors, Governing Bodies and Associations alone or in co-operation with other organisations;
 - (f) to write or cause to be written, publish, print or otherwise reproduce by any means and by the use of any media (whether now or hereafter invented) and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or media;

- (g) To provide, procure the provision of or otherwise arrange (alone or jointly with others) for the benefit of Governors, Governing Bodies and others, training, seminars, courses, classes, lectures, exhibitions and like events;
 - (h) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
 - (i) to charge and accept subscriptions, to accept donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, to maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of mortgage or charge any such real or personal estate to secure any liability of the Company;
 - (j) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
 - (k) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
 - (l) subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;
 - (m) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or such trade is temporary and ancillary to the carrying out of the said objects;
 - (n) to take and accept any gift of money, property or other assets, whether subject to any special trust or not;
 - (o) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
 - (p) to invest the moneys of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit but on and subject to such conditions, restraints and consents as may from time to time be imposed or required by law;
 - (q) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
 - (r) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
 - (s) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the objects of the Company;
 - (t) (1) To provide indemnity insurance to cover the liability of the directors:
 - (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 company;
 - (b) to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986.
- (2) Any such insurance in the case of
- (t)(1)(a) shall not extend to:
- (a) any liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or where the directors did not care whether such conduct was in the best interests of the company or not;
 - (b) any liability to pay the costs of of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors;
 - (c) any liability to pay a fine.
- (3) Any insurance in the case of (t)(1)(b) shall not extend to any liability to make such a contribution where the basis of the director's liability is his knowledge

prior to the insolvent liquidation of that company (or reckless failure to acquire such knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation.

- (u) to employ and pay any person or persons not being a director of the Company to supervise, organise, carry on the work of and advise the Company;
 - (v) to insure and arrange insurance cover for and to indemnify its officers, employees and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
 - (w) to pay, subject to the provisions of Clause 5 hereof, reasonable contributions (by way of premiums or otherwise) for or towards the provision of pensions for employees of the Company and their dependants;
 - (x) to insure any buildings or other property to their full value;
 - (aa) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
 - (bb) to establish where necessary local branches (whether autonomous or not);
 - (cc) to do all such other lawful things as shall further the above objects or any of them.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association 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 director (by whatever name so called) of the Company shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company; PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any member, officer, employee or consultant of the Company for any services rendered to the Company;
 - (b) of interest on money lent by any member of the Company or a director of it at a rate per year not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Committee;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Company or by a director of it;
 - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a director may be a member holding not more than 1/100th part of the capital of that company;
 - (e) to any director of out-of-pocket expenses; and
 - (f) of any premium in respect of any indemnity insurance to cover the liability of the directors 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 company. Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or where the directors did not care whether such conduct was in the best interests of the company or not and provided also that such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while that member is a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before ceasing 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, such amount as may be required not exceeding one pound.

8. If upon the winding-up or dissolution of the Company there remains, 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 Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.