

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of the

International Development Evaluation Association

1 The Company's name is International Development Evaluation Association (and in this document it is called "the Company").

2 The Company's registered office is to be situated in England.

3 The objects for which the Company is established are:

The advancement of education for the public benefit in the theories, methods and practice of evaluation in order to improve and expand the capacity for understanding and standards of evaluation predominantly in developing countries. 'Evaluation' means the systematic and objective assessment of an on-going or completed project, programme or policy, its design, implementation and results to determine the relevance and fulfilment of objectives, development efficiency, effectiveness, impact and sustainability.

4 In furtherance of the objects set out above but not otherwise the Company may exercise the following powers:-

- (1) to establish and maintain an electronic evaluation databank and a website in order to make available training and educational material, to report on research and to communicate with Members and the public.
- (2) to award annual prizes for outstanding contributions to the study of the theories, methodology and practice of evaluation;
- (3) to award scholarships to individuals studying, or wishing to study, the theories, methodology and practice of evaluation;
- (4) to carry out or assist in the carrying out of research into the theories, methodology and practice of evaluation and to disseminate the useful results of that research;

- (5) to make grants and loans upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Company;
- (6) to organise or make grants towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
- (7) to provide or procure the provision of counselling and guidance in furtherance of the objects of the Company or any of them;
- (8) to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including, but not limited to books, pamphlets, reports, journals, films, tapes, video tapes or programmes that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing contributors and others of the needs or progress of the Company;
- (9) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions: Provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- (10) to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient: Provided that in raising funds the Company shall not undertake or carry out any trading activities unless authorised by this Memorandum of Association or by law to do so;
- (11) to carry out trade insofar as either (a) the trade is exercised in the course of carrying out the primary objects of the Company or (b) the trade is temporary and ancillary to the carrying out of the objects of the Company;

- (12) to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (13) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (14) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- (15) to retain, acquire, obtain or protect ownership or any other rights, whether belonging to the Company or others, in the results of any research or any other activity undertaken in pursuing the objects of the Company;
- (16) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (17) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- (18) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit;
- (19) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- (20) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
 - (a) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;

- (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
 - (c) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 14 days and to report regularly on the performance of investments managed by them;
 - (d) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (e) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;
- (21) to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (22) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee (as defined in the Articles of Association of the Company) which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Company;
- (23) to establish charitable trusts for any particular purposes of the Company, to act as trustees of any such special charitable trust whether established by the Company or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects;
- (24) to establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its objects;

- (25) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them;
- (26) to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to those of the Company;
- (27) either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Company;
- (28) 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;
- (29) to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.

5 The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in this Memorandum of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no Trustee (as defined in the Articles of Association 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 in this document shall prevent any payment in good faith by the Company:

- (1) of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (2) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Trustee;
- (3) of interest on money lent by any member of the Company or Trustee at a reasonable and proper rate;
- (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

- (5) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- (6) to any Trustee of reasonable out-of-pocket expenses;
- (7) of reasonable and proper premiums in respect of Trustee Indemnity Insurance, effected in accordance with Clause 4(22) above.

6 The liability of the members is limited.

7 Every Company Member (as defined in the Articles of Association of the Company) undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Company Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Company Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Company; and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 5 above, chosen by the Company Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Sulley Gariba

103 Freetown Avenue
East Legon
Accra
Ghana

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Ryokichi Hirono

10-26 Tatenochō
Nerimaku
Tokyo
Japan 177-0054

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Roger Slade

Dince Hill House
Whimble
Devon EX5 2TP
United Kingdom

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Mary Cole

37 Penelope Avenue
Blairgowrie 2194
Johannesburg
Republic of South Africa

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Urkaly Isaev

189A Moscovskaya Street
Apartment 9
Bishkek 720010
Kyrgyz Republic

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

A K Shiva Kumar

Sultanpur Estate
Mehrauli
New Delhi 110 030
India

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Nancy MacPherson

Grand Rue 23
Begnins
Switzerland 1268

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Karen Odhiambo

House 102 River Bank Estate
Aoko Road
Nairobi
Kenya

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Nicoletta Stame Meldolesi

Via Degli Zingari 30
00184 Rome
Italy

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

We, Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Signed:

Chen Zhaoying

Apartment 13
602 He Oing Yuan
Tsinghua University
Beijing 100084
Peoples Republic of China

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of the

INTERNATIONAL DEVELOPMENT EVALUATION ASSOCIATION

INTERPRETATION

1 In these Articles and the Memorandum:

<i>the Act</i>	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
<i>the Articles</i>	means these Articles of Association of the Company;
<i>the Board</i>	means the board of directors of the Company, to be known as 'The Executive Board';
<i>the by-laws</i>	means the by-laws of the Company made under Article 44;
<i>the Company</i>	means the above-named company;
<i>Company Members</i>	means the members of the Company having the right to vote at General Meetings;
<i>clear days</i>	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<i>Developed Countries</i>	means those countries which are classified by the World Bank, in accordance with its criteria, as high income countries;

<i>Developing Countries</i>	means those countries which are classified by the World Bank, in accordance with its criteria, as middle and low income countries;
<i>Developed Country Trustee</i>	means a Trustee who is a national of a Developed Country;
<i>Developing Country Trustee</i>	means a Trustee who is a national of a Developing Country;
<i>electronic communication</i>	means the same as in the Electronic Communications Act 2000;
<i>Members</i>	means all the individuals and organisations admitted to membership (of any class or category) of the Company whether entitled to vote at General Meetings or not;
<i>the Memorandum</i>	means the Memorandum of Association of the Company;
<i>month</i>	means a calendar month;
<i>Nominations Committee</i>	means the committee appointed pursuant to Article 46 for the purpose of nominating persons for election as Trustees;
<i>Office</i>	means the registered office of the Company;
<i>Officers</i>	means the executive officers of the Board, being those persons from time to time holding the positions specified in Article 54;
<i>the seal</i>	means the common seal of the Company if it has one;
<i>Secretary</i>	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company;
<i>Trustee</i>	means a member of the Board;

the United Kingdom

means Great Britain and Northern Ireland;

Words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders and words importing persons shall include corporations.

Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

MEMBERSHIP OF THE COMPANY

- 2 The number of Members with which the Company proposes to be registered is unlimited.
- 3 The Company Members shall be the subscribers to the Memorandum and such other persons or organisations as the Board shall admit to membership as a Company Member from time to time in accordance with these Articles.
- 4 The Company may from time to time resolve upon the creation of other classes of Members (including honorary members) in addition to the class of 'Company Members' provided that the rights of such other classes of Members do not extend to voting at General Meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at General Meetings) as may be specified in the resolution.
- 5 Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant or given by electronic communication in such form as the Board may from time to time determine.
- 6 The Board shall admit to membership such persons or organisations having an interest in furthering the objects of the Company as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person or organisation as a Member.
- 7 The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Members including Members of the same class.
- 8 Membership shall not be transferable and a Member shall cease to be a Member:-

- (1) in the case of an individual, on death;
- (2) if by notice in writing or given by way of electronic communication to the Secretary the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office or in the case of notice given by way of electronic communication, at the expiration of 48 hours after the time it was sent;
- (3) by resolution of the Board passed by a majority of not less than 3/4ths of the Trustees present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting on the resolution;
- (4) if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice served on the Member on behalf of the Board informing him that he or she will be removed from the membership if it is not paid. The Board may readmit to membership of the Company any person removed on this ground on his or her paying such part of the sum due as the Board may determine.

9 No Member, on ceasing to be a Member, shall be entitled to receive repayment of all or any of the annual subscriptions pre-paid by him or her.

10 The Board, or the Company in General Meeting may make general provisions in the by-laws as to the criteria for membership and subscriptions, fees and such other payments made by Members.

GENERAL MEETINGS

11 The first Annual General Meeting of the Company shall be held at such time not being more than 18 months after the incorporation of the Company and at such place as the Board may determine.

12 Subject to Article 11 the Company shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Annual General Meetings shall be held at such times and places as the Board shall determine.

- 13 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may call General Meetings and, on the requisition of Company Members in accordance with the provisions of the Act, shall within 21 days from the date of the deposit of the requisition convene an Extraordinary General Meeting for a date not later than eight weeks after the deposit of the requisition.

NOTICE OF GENERAL MEETINGS

- 14 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution appointing a person as a Trustee shall be called by at least twenty-eight clear days' notice. All other Extraordinary General Meetings shall be called by at least twenty-one clear days' notice but a General Meeting may be called by shorter notice if it is so agreed;

- (1) in the case of an Annual General Meeting, by all the Company Members entitled to attend and vote at such meeting; and
- (2) in the case of any other meeting by a majority in number of Company Members having a right to attend and vote at such a meeting, being a majority together holding not less than 95 percent of the total voting rights at that meeting of all the Company Members.

- 15 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all Company Members, Trustees and the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

- 16 No business shall be transacted at any General Meeting unless a quorum is present. Fifteen persons entitled to vote upon the business to be transacted, each being a Company Member or a duly authorised representative of a Company Member organisation, shall constitute a quorum.

- 17 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.

- 18 The President, if any, or in his or her absence the Vice-President shall preside as chair of the meeting, but if neither the President nor the Vice-President (if any) be present within

fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair.

- 19 If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Company Members present shall choose one of their number to be chair.
- 20 A Member who is not a Company Member shall be entitled to attend and, if invited to do so by the chair, speak (but not vote) at any General Meeting.
- 21 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 22 A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (1) by the chair; or
 - (2) by at least two Company Members present in person or by proxy; or
 - (3) by a Company Member or Company Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Company Members having the right to vote at the meeting.
- 23 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 24 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

- 25 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 26 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 either immediately or at such time and place as the chair directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 27 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
- 28 Subject to the provisions of the Act a resolution in writing signed by all the Company Members for the time being entitled to receive notice of and to attend and vote at any General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a meeting of the Company convened and held.

VOTES OF COMPANY MEMBERS

- 29 Subject to Article 27, every Company Member shall have one vote.
- 30 No Company Member shall debate or vote (whether in person or by proxy) on any matter in which he or she has a direct or indirect pecuniary interest, without the permission of the majority of the persons present and voting.
- 31 Any organisation which is a Company Member may by resolution of its council or other governing body authorise such individuals as it thinks fit to act as its representative at any meeting of the Company, and the individual so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual Company Member. The appointment of such individual shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve:-

INTERNATIONAL DEVELOPMENT EVALUATION ASSOCIATION

We [name of organisation] being a member of the above-named company hereby appoint

[name and address of representative] or failing him/her,

[name and address of substitute] to vote on our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the above-named company to be held on the [] day of [] and any adjournment thereof.

Signed [.....name.....] this day of

- 32 Any Company Member entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his or her proxy to attend and vote (by show of hands or poll) instead of him or her.
- 33 The appointment of a proxy shall be signed by the appointor or his or her attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve.

INTERNATIONAL DEVELOPMENT EVALUATION ASSOCIATION

I [Company Member's name and address] being a Company Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the Company to be held on the day of and any adjournment thereof.

Signed [..name..] this day of

- 34 The appointment of a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may:
- 34.1 in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or,
- 34.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications-

- 34.2.1 in the notice convening the meeting, or
- 34.2.2 in any instrument of proxy sent out by the Company in relation to the meeting, or
- 34.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- 34.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 34.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 34.5 In this article and article 37, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 34.6 No appointment of a proxy shall be valid after the expiration of 12 months from the date such appointment.
- 35 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 36 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
- 37 A vote given or poll demanded by the duly authorised representative of a Company Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or, where the appointment of the proxy was contained in an electronic communication at the address at which such appointment was duly received

before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 38 A vote given or poll demanded in accordance with the terms of the appointment of a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was appointed, provided that no intimation in writing of the death, insanity or revocation of the Company Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

THE BOARD

- 39 The first Trustees shall be the subscribers to the Memorandum, who shall be deemed to have been appointed under the Articles. Subsequent Trustees shall be Company Members (or representatives of Company Members appointed for the purpose in a similar manner to that provided in Article 31) appointed as provided subsequently in the Articles.
- 40 Except to the extent permitted by Clause 5 of the Memorandum, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.
- 41 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or General Meetings or otherwise in connection with the discharge of their duties.

POWERS OF THE BOARD

- 42 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by statute or by the Articles of by any by-law required to be exercised by the Company in General Meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any

special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

43 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it may determine.

44 The Board shall have power from time to time to make such by-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof and in particular but without prejudice to the generality of the foregoing, they may by such by-laws regulate:

- (1) the classes and conditions of membership and the rights and privileges of Members;
- (2) the appointment and duties of any officers (including any Officer) or servants of the Company;
- (3) the conduct of the business of the Company by the Board or any committee or sub-committee;
- (4) generally any matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.

45 The Board or the Company in General Meeting shall have power to repeal or alter or add to any by-laws and the Board shall adopt such means as it thinks sufficient to bring to the notice of Members all such by-laws which shall be binding on Members.

46 The Board shall constitute a Nominations Committee, which shall be responsible for facilitating the nomination of persons for election as Trustees. The Board shall appoint five persons (who shall be either Trustees or Members) to fulfil the functions of the Nominations Committee.

APPOINTMENT AND RETIREMENT OF TRUSTEES

47 No person may be appointed or re-appointed as a Trustee:

- (1) unless he or she has attained the age of 18 years; or
- (2) in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 56; or
- (3) unless he or she is appointed:

- (a) by the Board in accordance with Article 53; or
 - (b) by the Company Members in accordance with Article 51 or Article 52; or
- (4) if the effect of such appointment or re-appointment would be a breach of Article 48 or 49.
- 48 Unless otherwise determined by the Company in General Meeting, there shall be six Developing Country Trustees and no more than ten Trustees in total.
- 49 Each Trustee may hold office for an initial term of no more than three years, but shall be eligible (subject to the following provisions of this Article and the provisions of Article 47) for re-election for a further term of up to three years. No member of the Board shall serve for more than two consecutive terms (although a person who has served for such a period shall not as a result be ineligible for subsequent appointments as Trustee (in accordance with and subject to the foregoing provisions), so long as a period of at least three years shall have elapsed since such period of service).
- 50 Vacancies in the Board arising other than at an Annual General Meeting may be filled by the Board pursuant to Article 53.
- 51 Vacancies in the Board arising at an Annual General Meeting (or which have arisen in the period since the last Annual General Meeting) shall be filled as follows:
- (1) The Secretary shall, at least three months before such Annual General Meeting, notify all Company Members of each vacancy so arising (or already arisen), indicating whether the vacancy is for a Developed Country Trustee and/or a Developing Country Trustee, the proposed term of the appointment and also which Trustees are eligible for re-election, and inviting all Company Members to nominate other Company Members (or their duly appointed representatives) to be a Trustee.
 - (2) Any nominations (which may only be made by Company Members) must be in writing or, if permitted by the Nominations Committee, by way of electronic communication and shall be seconded by one other Company Member and supported by the nominee by a personal statement and written indication of intention to stand for election. Such nominations must reach the Secretary at the Office by no later than six weeks after the notice of vacancies (mentioned in 51(1) above) was sent out. The Secretary shall forward such nominations to the Nominations Committee.

- (3) Only Company Members (or their duly authorised representative) who are nationals of Developing Countries shall be eligible for appointment as a Developing Country Trustee and only Company Members (or their duly authorised representative) who are nationals of Developed Countries shall be eligible for appointment as a Developed Country Trustee.
- (4) To the extent that the number of nominees does not exceed the number of vacancies for which such nominees are eligible, those nominees shall, subject always to Articles 47, 48 and 49, be deemed to have been duly appointed for the position and the term specified (and no voting shall be required in respect of that vacancy/those vacancies).
- (5) If the number of nominees exceeds the number of vacancies for which such nominees are eligible, a postal ballot shall be held, and the vacancy or vacancies filled, as follows:
 - (a) The Secretary shall, acting on the instructions of the Nominations Committee, send to all Company Members, at their last notified address, notification of the vacancy/vacancies, a copy of the nomination and acceptance of nomination forms and a ballot paper indicating the vacancy which the nominee is eligible to fill and advising when the ballot papers should be returned;
 - (b) Each Company Member shall have one vote for each vacancy;
 - (c) The Secretary shall count the votes and in the case of a single vacancy, the nominee with the most votes shall be deemed to be appointed for the position and the term specified, and, in the case of multiple vacancies, each vacancy shall be considered in turn and the nominee with most votes who is eligible for such position shall be deemed to be appointed to it (and shall not then be counted in considering who has the most votes in relation to the other vacancies). The Secretary's decision as to the winner shall (unless the Board otherwise determines) be final and no appeal may be entered;
 - (d) In the event of an equality of votes for any nominee, the President (being the outgoing President if he or she is retiring) shall have a second and casting vote;

- (e) The accidental omission to issue a ballot paper to any Company Member entitled to vote shall not invalidate the postal ballot or the election of a nominee as Trustee.
- (6) In this Article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications, and a postal ballot may also be conducted by way of electronic communications, in such way as the Board may determine.
- 52 Subject to Article 47, the Company may, in General Meeting, and by special resolution appoint a person who is willing to act to be a Trustee.
- 53 The Board may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees and provided further that any such appointment is in accordance with the requirements of Articles 47, 48 and 49. A Trustee so appointed shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, he or she shall vacate office at the conclusion of that meeting.
- 54 The following officers shall be appointed from among the Trustees:
- (a) The President
 - (b) The Vice President
 - (c) The Secretary
 - (d) The Treasurer
- 55 The first Officers shall be determined by the Board and any subsequent Officers shall be appointed in accordance with by-laws to be made pursuant to Article 44 (which shall provide for election of Officers by Company Members and shall determine the function of the Officers). Pending the institution of such by-laws the appointment and functions of the Officers shall be determined by the Board.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 56 A Trustee shall cease to hold office if he or she:-
- (1) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any

statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee;

- (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (3) resigns his or her office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (4) is absent without the permission of the Board from all their meetings held within a period of twelve months and the Board resolve that his or her office be vacated.

57 In addition and without prejudice to the provisions of Section 303 and 304 of the Act, the Company may by Extraordinary Resolution remove any Trustee before the expiration of his or her period of office.

PROCEEDINGS OF THE BOARD

58 Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Trustees may and the Secretary at the request of two Trustees shall call a meeting of the Board. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

59 The quorum for the transaction of the business of the Board shall be five of whom at least two shall be Officers and at least two shall be ordinary members of the Board.

60 The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a General Meeting.

61 The President of the Board shall preside at every meeting of the Board at which he or she is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting; the Vice-President shall preside as chair of that meeting. If unwilling to act or not present then the Trustees present may appoint one of their number to be Chair of the meeting.

62 The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:-

- (1) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- (2) the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;
- (3) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;
- (4) all delegations under this Article shall be revocable at any time;
- (5) the Board may make such regulations and impose such terms of conditions and give such mandates to any such committee as it may from time to time think fit;
- (6) for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signature of at least one Trustee shall be required.

63 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.

64 A resolution in writing, signed by, or a consent given by electronic communication by, all the Trustees for the time being of the Company or by all the members for the time being of any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.

65 Trustees and members of any committee may participate in or hold a meeting of the Company or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the

Board or a committee (as the case may be) duly convened and held with such persons physically present.

ADVISORY COUNCIL

- 66 The Board may establish an Advisory Council and may by by-laws determine the functions and constitution of the Council.
- 67 The Board may invite such persons whether or not Members, to serve on the Council as it shall from time to time think fit and may make by-laws setting out the terms of such appointments.

MINUTES

- 68 The Board shall keep minutes in books kept for the purpose:-
- (1) of all appointments of officers (including Officers); and
 - (2) of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting.

THE SEAL

- 69 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

BANK ACCOUNTS

- 70
- (1) Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company.
 - (2) The Board may authorise the Treasurer to sign cheques and orders for the payment of money from any bank account operated by the Company up to a specified value which shall be determined by the Board from time to time.
 - (3) The Company's principal bank account shall be maintained in the United Kingdom. Subject to article 70(2), all cheques and orders for the payment of money from this account shall require the signatures of two Trustees who have been duly authorised by the Board in writing one of whom shall be the Treasurer.

- (4) Subject to article 70(2), all cheques and orders for the payment of money from additional bank accounts operated by the Company shall require the signatures of at least two persons who have been duly authorised by the Board in writing at least one of whom shall be a Trustee and if the account is operated within the UK the signature of the Treasurer shall be required.
- (5) The Treasurer and any other person who is authorised by the Board to sign cheques and orders for the payment of money from any bank account operated by the Company may only exercise such authority in relation to expenditure that has previously been authorised by the Board and shall report to the Board at least once every three months on any exercise of such authority.

ACCOUNTS

- 71 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Act shall be kept at the Office or such other place within the United Kingdom as the Board think fit.
- 72 Subject to the requirements of the Act, the Company may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.
- 73 The Board shall lay before the Annual General Meeting of the Company in each year an income and expenditure account for the period since the last preceding account (or in the case of the first account since incorporation of the Company) together with a balance sheet made up as at the same date. Such accounts and balance sheet shall be accompanied by a report of the Board as to the state of affairs of the Company and a report of the Auditors (if required by the Act) and shall comply with the provisions of the Act. Copies of such accounts, balance sheet and reports and of any other documents required by law to be annexed or attached to them shall, not less than 21 clear days before the date of the meeting before which the same have to be laid, be sent to all persons entitled to receive notices of General Meetings of the Company.

AUDIT

- 74 The Board shall comply with its obligations under Act with regard to the audit of accounts and if required by the Act shall appoint auditors whose duties shall be regulated in accordance with the Act.

ANNUAL REPORT AND ANNUAL RETURN

- 75 The Board shall comply with its obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Commissioners.

NOTICES

- 76 Any notice to be given to or by any person pursuant to the Articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice, except that a notice calling a meeting of the Board need not be in writing.

In this article and the next, "address" in relation to electronic communication includes any number or address used for the purposes of such communication.

- 77 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his or her registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the Member.

- 78 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

- 79 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given 48 hours after the envelope containing it was posted, or in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

- 80 The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

INDEMNITY

- 81 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Company

shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

- 82 The Board shall have power to resolve pursuant to Clause 4(22) of the Memorandum to effect Indemnity Insurance notwithstanding its interest in such a policy.

WINDING-UP

- 83 The provisions of Clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Sulley Gariba

103 Freetown Avenue
East Legon
Accra
Ghana

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Ryokichi Hirono

10-26 Tatenochō
Nerimaku
Tokyo
Japan 177-0054

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Roger Slade

Dince Hill House
Whimple
Devon EX5 2TP
United Kingdom

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Mary Cole

37 Penelope Avenue
Blairgowrie 2194
Johannesburg
Republic of South Africa

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Urkaly Isaev

189A Moscovskaya Street
Apartment 9
Bishkek 720010
Kyrgyz Republic

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

A K Shiva Kumar

Sultanpur Estate
Mehrauli
New Delhi 110 030
India

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Nancy MacPherson

Grand Rue 23
Begnins
Switzerland 1268

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Karen Odhiambo

House 102 River Bank Estate
Aoko Road
Nairobi
Kenya

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Nicoletta Stame Meldolesi

Via Degli Zingari 30
00184 Rome
Italy

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

Names and addresses of Sulley Gariba, Ryokichi Hirono, Roger Slade, Mary Cole, Urkaly Isaev, A K Shiva Kumar, Nancy MacPherson, Karen Odhiambo, Nicoletta Stame Meldolesi and Chen Zhaoying (the subscribers):

Signed:

Chen Zhaoying

Apartment 13
602 He Oing Yuan
Tsinghua University
Beijing 100084
Peoples Republic of China

Witness to the above signature:

Signed:

Name (please print):

Occupation:

Address:

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
of the
International Development Evaluation Association

*berwin leighton paisner

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