COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

of

THE ROTUNDA FOUNDATION

Date of Incorporation: 23rd. day of March, 1973

Amended

Company Number: 41035

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

of

THE ROTUNDA FOUNDATION

(THE FOUNDATION)

MEMORANDUM OF ASSOCIATION

(As amended by Special Resolution dated 10th. day of June, 2016)

1. The name of the Company (hereinafter called **The Foundation**) is The Rotunda Foundation.

2. The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014.

3. The main objects for which the Foundation is established are:

   3.1. to provide a sustainable funding base to support and promote Maternal and Child Health and to enhance the services provided by The Rotunda Hospital (the **Hospital**);

   3.2. to support building projects, infrastructure, equipment and otherwise to improve patient care;

   3.3. to promote and foster the carrying out of high quality research (including new procedures) to increase knowledge and information of the various services provided by the Hospital;

   3.4. to encourage the investigation of the action and effects of various treatment practices as may from time to time become available in relation to the delivery of services provided by the Hospital;

   3.5. to promote the study of subjects related to the services provided by the Hospital, by doctors and other persons suitably qualified;

   3.6. to promote the teaching and training of healthcare staff in support of services delivered in the Hospital, including in the techniques of research and the acquisition of knowledge and information; and

   3.7. to do such other things that are incidental or conducive to the attainment of the main objects listed above.

4. In furtherance of its main objects the Foundation shall have the following powers:

4.1. to apply and/or otherwise deploy the assets and other resources for the time being of the Foundation in and/or towards the main objects of the Foundation in such manner as the Directors may for the time being and from time to time determine;

4.2. to subscribe or guarantee money for charitable objects;

4.3. to apply to any person, firm or body corporate whether public (whether governmental, municipal or otherwise whatsoever) or private and whether 'for profit', charitable or otherwise for funding or support of any kind and to take over and/or enter into any arrangements with any person, firm or body corporate that may seem conducive to the Foundation's main objects or any of them and to obtain from any such person, firm or body corporate and utilise any rights, privileges and concessions which may be considered desirable to obtain and to comply with the terms thereof;

4.4. to receive, administer and apply funds, property and other assets given or otherwise received or made available by way of grant, gift or otherwise to the Foundation (and whether or not such funds, property or other assets are made from public funds or otherwise) in accordance with the terms thereof;

4.5. to take over from any existing person, firm or body corporate (including, for the avoidance of doubt, existing trustees) and to hold either alone or jointly any existing charitable or benevolent funds and/or bursaries, investments and/or other property or assets of any kind established or collected for the Foundation or for any other charitable purpose, together with any other property, funds or assets of which the Foundation may be appointed as trustee and/or which may otherwise be given, established or made available to the Foundation for charitable purposes;

4.6. to take over and/or to enter into any commitments or arrangements with any person, firm or body corporate whether public (including governmental, municipal or otherwise howsoever) or private that may seem conducive to the Foundation's main objects or any of them and to obtain from any person, firm or body corporate and utilise any rights, privileges and concessions which may be considered desirable, and to comply with the terms thereof;

4.7. to accumulate funds for any purposes of the Foundation provided that the prior permission of the Revenue Commissioners is obtained in circumstances where the Foundation intends to accumulate funds for a period in excess of two (2) years;

4.8. to effect registration with the Charities Regulatory Authority of Ireland;

4.9. to raise funds and to accept donations, contributions, subscriptions, bequests, sponsorship, grants and income from other sources for the benefit of The Rotunda Hospital, in support of the main objects of the Foundation;

4.10. to engage in all such publicity as may be deemed expedient for the purposes of making known the main objects and activities of the Foundation;

4.11. to initiate, organise, run, engage in or be associated with exhibitions, theatrical, musical, film, television or radio productions, sports, games, amusements, lotteries, raffle draws for prizes, races, competitions, and all other such functions as may be calculated to assist in the raising of funds with a view to furthering the main objects of the Foundation.

4.12. to establish from time to time and to manage, control, vary and/or repeal polices for the Foundation and to determine that the directors of the Foundation act as the administrative, coordinating and supervisory body of the Foundation;

4.13. to make rules, regulations and bye-laws from time to time for the internal management, good governance, administration and regulation of the Foundation and its assets and undertaking and to vary and/or repeal the terms thereof;

4.14. to appoint or engage consultants, agents and other persons to the Foundation and to employ such executive, administrative, clerical and other staff (by means of employment, engagement, secondment or otherwise) as the Foundation may require from time to time;

4.15. to grant pensions, gratuities (to include death benefits), allowances and/or charitable aid to any officers or employees or ex-officers or ex-employees of the Foundation, or its predecessors in business or the relations, families or dependants of any such persons, and to establish or support any non-contributory or contributory pension or superannuation funds, any associations, institutions, clubs, buildings and housing schemes, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Foundation or of its Members provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by part 30 of the Taxes Consolidation Act 1997;

4.16. to insure all of the property and assets of the Foundation against all manner of risks and to insure against all costs, losses and liabilities of any kind and to pay premiums on any such insurances;

4.17. to insure each of the directors and officers of the Foundation against all manner of risks in respect of his or her role as a director and/or officer of the Foundation and to insure against all costs, losses and liabilities of any kind and to pay premiums on any such insurances in respect thereof;

4.18. to acquire and undertake the whole or any part of the business, property, goodwill and assets and/or the liabilities and obligations of any person, firm or body corporate carrying on or proposing to carry on any of the businesses or activities which the Foundation is authorised to carry on, or which can be conveniently carried on in connection therewith, or otherwise may seem calculated directly or indirectly to benefit the Foundation and/or the attainment of its main objects;

4.19. to acquire and carry on any business or activity carried on by a subsidiary of the Foundation;

4.20. to take over from existing owners, joint owners or trustees all benefits, rights, privileges, obligations and authorisations given under any document, governing instrument or constitution;

4.21. to hold, improve, manage, service, develop, exchange, lease, license, mortgage, enfranchise, dispose of, sell, turn to account or otherwise deal with all or any part of the property or rights of the Foundation as may be deemed expedient;

4.22. to subscribe for, take or otherwise acquire membership interests, shares, loan notes and/or securities of any company and to sell, hold or otherwise deal with same;

4.23. to establish any body or bodies corporate for the purpose of acquiring all or any of the property, assets and liabilities of the Foundation or for any other purpose which may seem directly or indirectly calculated to benefit the Foundation;

4.24. to borrow and raise money and secure or discharge any debt or obligation in such manner as may be thought fit and without limitation to the foregoing to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the Foundation's property or assets whether present or future and also by a similar mortgage charge or lien to secure and guarantee the performance by the Foundation of any obligation or liability it may undertake provided that no mortgagee or other person or Foundation advancing money to the Foundation shall be concerned to enquire into the necessity or proprietary of raising money or as to the amount required or the application thereof;

4.25. to guarantee, grant indemnities in respect of, support or secure, whether by covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Foundation, or by both such methods, the performance of the contracts or obligations of and the repayment or payment of the principal amounts of and premiums, interest and other amounts due by the Foundation and/or any other person, firm or body corporate notwithstanding the fact that the Foundation may not receive any consideration, advantage or benefit, direct or indirect from entering into such guarantee or other arrangement or transaction contemplated herein;

4.26. to lend money to such persons, firms or bodies corporate either with or without security and upon such terms as may seem expedient;

4.27. to invest any monies of the Foundation not immediately required for its purposes in any manner as may be thought fit by the directors of the Foundation whether trustee investments or otherwise, and to vary the investment thereof in such manner as may from time to time be determined by the directors of the Foundation;

4.28. to provide services of any kind including the carrying on of advisory, consultancy and agency business of any kind;

4.29. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, letters of credit and other negotiable or transferable instruments;

4.30. to establish, promote, operate, amalgamate, confer and consult with, accept or otherwise assist, aid or support any company, trust, association, or society established with objects similar to this Foundation, and which in the opinion of the Foundation is calculated or likely to further the charitable main objects of this Foundation, whether directly or indirectly, and which prohibits the distribution of its income and property;

4.31. to make gifts or gratuitous disposals of all or any part of the property (including, without limitation, cash and non-cash assets) or rights of the Foundation, and to make voluntary dispositions of any such property or rights either for no consideration or for a consideration less than the market value of such property or rights, in any such case on such terms as the directors may consider appropriate in their discretion;

4.32. to undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise;

4.33. to contribute by donation, subscriptions, guarantee or otherwise to any other charitable object whatsoever;

4.34. to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or otherwise with any person or company or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Foundation;

4.35. to procure the Foundation to be registered or recognised in any country or place;

4.36. to provide funding for additional and vital equipment that may otherwise, not be financed by the State and to improve the amenities, services and voluntary work, within the Hospital;

4.37. to amalgamate or merge with any other company;

4.38. to promote freedom of contract and to counteract and discourage interference therewith, to join any trade or business federation, union or association, with a view to promoting and safeguarding the Foundation's business activities and undertakings;

4.39. to pay all or any of the expenses of or incidental to the formation and incorporation of the Foundation;

4.40. to carry on any other business, trade or activity which may seem to the directors of the Foundation to be capable conveniently of being carried on in connection with the foundation's main objects;

4.41. to ensure the implementation of the main objects, work and activities of the Foundation and for this purpose to enter into contracts or agreements in furtherance of its objects as the Foundation may think fit and to engage and remunerate whether by cash payment or otherwise, employees and Directors appointed representatives of the Foundation and any other bodies or persons rendering service to it whether in a consultative capacity or otherwise;

4.42. to do all such things as are necessary for the attainment of the Foundations main objects and to do all other acts or things as may be considered requisite, advantageous or incidental to the attainment of the Foundation's main objects; and

4.43. to do all or any of the above things either as principal, agent, contractor, trustee or otherwise and by or through trustees, agents subsidiaries or otherwise and by or through trustees, agents, subsidiaries or otherwise if the same may be seen directly or indirectly to benefit the purpose for which the Foundation is established;

The objects and powers specified in Clause 3 and in each paragraph of this Clause 4 shall not, except where otherwise expressed in such paragraph, be limited or restricted in any way by reference to, or inference from, the terms of any other paragraph.

It is hereby declared that the words "company" and "body corporate" in this Clause (except where it refers to this Company) will be deemed to include any partnership or other association or body of persons, whether or not incorporated, and any body corporate, in each case wherever formed, incorporated, requested or situate.

PROVIDED ALWAYS that the provisions of Clauses 3 and 4 shall be subject to the Foundation obtaining, where necessary, for the purpose of carrying on any of its objects into effect, such licences, permits or authority as may be required by law and **PROVIDED FURTHER** that the Foundation shall not support with its funds any object nor endeavour to impose on or procure to be observed by its Members or others any regulation or restriction which if an object of the Foundation would make it a trade union.

5. The income and property of the Foundation however derived shall be applied solely towards the promotion of the main objects of the Foundation 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 the Members of the Foundation. Subject as hereinafter provided, no director shall be appointed to any office of the Foundation paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Foundation provided that nothing shall prevent any payment in good faith by the Foundation of:

5.1. reasonable and proper remuneration to any officer or servant of the Foundation (not being a director) in return for any services actually rendered to the Foundation;

5.2. interest at a rate not exceeding the current rate of interest per annum, and as approved by the Board on money lent;

5.3. reasonable and proper rent for premises demised and let by any Member of the Foundation (including any director) to the Foundation;

5.4. reasonable out of pocket expenses incurred by any director in connection with the performance of his or her duties as a director of the Foundation; or

5.5. fees, remuneration or other benefit in money or money's worth to any company of which a director may be a Member not holding more than a one-hundredth part of the issued capital of such company.

6. If upon the winding-up or dissolution of the Foundation there remains, after the satisfaction of all its debts and liabilities, any property or assets whatsoever, the same shall not be paid to or distributed among the Members of the Foundation but shall be given or transferred to some other charitable institution or charitable institutions having main objects similar to the main objects of the Foundation and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 5 hereof, such charitable institution or charitable institutions to be determined by the Members of the Foundation with the approval of the Minister for Jobs, Enterprise and Innovation at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object approved by the said Minister.

7. No amendments of any kind shall be made to the provisions of the Memorandum and Articles of Association of the Company to such extent that there would be non-compliance with the requirements of section 1180 of the Companies Act 2014.

8. No addition, alteration, or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force, unless the same shall have been previously submitted to and approved in writing by the Revenue Commissioners.

9. No addition, alteration or amendment shall be made to the name of the Foundation for the time being, without the prior approval of the Charities Regulatory Authority of Ireland.

10. The liability of the Members is limited.

11. Every Member of the Foundation undertakes to contribute to the assets of the Foundation in the event of the Foundation being wound up while he or she is a Member, or is wound up within one year after the date on which he or she ceases to be a Member of the Foundation, for payment of the debts and liabilities of the Foundation contracted before he or she ceases to be a Member, and 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 Euro.

12. True accounts shall be kept of the sums of money received and expended by the Foundation and the matters in respect of which such receipt and expenditure take place and of the property, credits and liabilities of the Foundation and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Foundation for the time being in force shall be open to the inspection of the Directors. Once at least in every year the accounts of the Foundation shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

ARTICLES OF ASSOCIATION

(As amended by Special Resolution dated 10th. day of June, 2016)

The following regulations shall apply to the Foundation.

1. INTERPRETATION

1.1. The provisions of the 2014 Act which are stated therein to apply to a company limited by guarantee (or a CLG as that term is defined in the 2014 Act), save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Foundation subject to the alterations contained in these Articles, and will, so far as not inconsistent with these Articles, bind the Foundation and its Members.

1.2. Without prejudice to Section 1177(4) of the 2014 Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any optional provision of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Foundation and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1177(2) of the 2014 Act).

1.3. Sections 144(3), 148(2), 155, 158, 159, 160, 161(1) to (6), 163, 164, 180(5), 187, 188, 197, 218, 229, 1196, 1197, 1199(8), 1199(9) of the 2014 Act shall not apply to the Company.

1.4. Unless the contrary is clearly stated, references to the Acts or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Acts or such enactment, subordinate legislation, section or provision (as the case may be), as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date hereof) from time to time and may be for the time being in force.

1.5. Unless specifically defined in these Articles or the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein shall bear the same meanings as in the Acts, but excluding any statutory modification thereof not in force when these Articles became binding on the Foundation and the Members.

1.6. Reference to any document includes that document as amended or supplemented from time to time.

1.7. Unless the context otherwise requires, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.

1.8. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.

1.9. Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.

1.10. Unless the context otherwise requires, reference to Articles and to paragraphs are to these Articles and the paragraphs of these Articles.

1.11. Unless the context otherwise requires, reference to a "person" include natural persons, legal persons, firms and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.

1.12. Definitions

In these Articles, unless the context otherwise requires:

the **Acts** means the 2014 Act and every statutory modification, replacement and re-enactment thereof for the time being in force;

the **2014 Act** means the Companies Act 2014;

these **Articles** means these articles of association, as originally framed, or as from time to time altered by special resolution, and reference to an **Article** shall be construed accordingly;

the **Auditors** means the statutory auditors or auditor for the time being of the Foundation;

the **Board** means the Directors;

body corporate includes any association or body of persons, whether or not incorporated, and wherever formed, incorporated, registered or situate;

the **Chairman** means the person (if any) for the time being holding such office having been appointed thereto under the terms of these Articles;

the **Charities Act** means the Charities Act 2009;

the **Charities Regulatory Authority** means the charities regulatory authority for the time being in force established under the Charities Act;

Committee means a committee to which the Directors shall have delegated powers pursuant to the provisions of these Articles;

company means any body corporate wherever formed, incorporated, registered or situate;

Constitution means the constitution of the Foundation comprising the Memorandum of Association and the Articles;

the **Directors** mean the directors for the time being of the Foundation or the Directors present at a meeting of the Board, and includes any person occupying the position of Director by whatever named called;

financial statements shall have the meaning in Article 20.3;

Foundation means the company whose name appears in the heading to this Constitution;

the **Member** means a person for the time being entered into the Register;

the **Memorandum of Association** means the memorandum of association for the time being of the Foundation;

Month means calendar month;

the **Office** means the registered office for the time being of the Foundation;

the **Register** means the register of Members of the Foundation to be kept as required by Section 169 of the 2014 Act;

resolution means, unless expressly otherwise stated or the context otherwise requires, an ordinary resolution;

the **Seal** means the common seal of the Foundation;

the **Secretary** means any person appointed to perform any of the duties of secretary of the Foundation and includes any deputy or assistant secretary;

the **State** means the Republic of Ireland; and

Year means calendar year.

2. **MEMBERS**

2.1. The subscribers to the Constitution and such other persons as the Board shall admit to membership from time to time shall, subject to Article 2.5 (termination of membership), be the Members of the Foundation for the time being.

2.2. The number of Members is unlimited.

2.3. Except in respect of the subscribers to the Constitution, every application for membership will be in writing signed by the applicant in such form as the Board may from time to time determine.

2.4. The Board may admit to membership such natural and/or legal persons as the Board may deem fit based on procedures and criteria which the Board may from time to time in its discretion determine. The Board will not be obliged to give reasons for refusing to accept any individual as a Member of the Foundation.

2.5. Membership of the Foundation shall terminate forthwith:

2.5.1. in the case of a natural person, upon death; and in the case of a legal person upon a necessary resolution being passed or a court order being made for its winding up or dissolution; or

2.5.2. by resignation of the Member delivered in writing to the Secretary at the Office; or

2.5.3. if a Member, who is also a Director of the Foundation ceases to be a Director in accordance with these Articles; or

2.5.4. if a Member becomes bankrupt or insolvent or compounds with his creditors of being a company or corporation enters into liquidation either voluntary or compulsory or if a receiver is appointed over its assets; or

2.5.5. if a Member is adjudged by any competent court or tribunal, or determined in accordance with these Articles, not to possess an adequate decision making capacity; or

2.5.6. if a Member is convicted of an indictable offence or is sentenced to a term of imprisonment by a court of competent jurisdiction; or

2.5.7. if the Directors require the Member to resign his or her membership by serving notice upon the Member terminating his or her membership to expire no earlier than the date of service of the notice of termination.

2.6. Membership of the Foundation shall not be transferable.

2.7. The rights attaching to any Foundation may be varied from time to time by a special resolution of the Foundation.

3. GENERAL MEETINGS

3.1. Annual General Meetings

3.1.1. The Foundation shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Foundation and that of the next.

3.1.2. Subject to this Article, the annual general meeting shall be held at such time and place as the Board shall determine.

3.1.3. Annual general meetings of the Foundation shall be held in the State unless all the Members entitled to attend and vote at such meeting consent in writing to it being held elsewhere or a resolution providing that it be held elsewhere has been passed at the preceding annual general meeting.

3.2. Extraordinary General Meetings

3.2.1. Further meetings of the Foundation may be convened at any time by the Company Secretary acting on the request in writing of a Director of the Foundation

3.2.2. All general meetings other than annual general meetings shall be called an extraordinary general meetings.

3.2.3. The Board may, whenever it thinks fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as may be provided by the Acts. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

3.3. Directors' right to attend general meetings

3.3.1. A Director who is not a Member will nevertheless be entitled to receive notice of, attend and speak at any general meeting of the Foundation.

4. NOTICE OF GENERAL MEETINGS

4.1. Subject to the provisions of the Acts allowing for a general meeting to be called by shorter notice, an annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty one clear days' notice (21 days) in writing and a meeting of the Foundation (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by at least fourteen days' notice (14 days) in writing.

4.2. Notices of general meetings shall comply with all of the provisions of the Acts relating thereto. Without prejudice to this requirement, any notice convening a general meeting shall specify the day, the place and the hour of the meeting and the general nature of that business and the notice shall be given in manner authorised by these Articles to such persons as are entitled to receive such notices from the Foundation pursuant to this Articles and the Acts.

4.3. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, or the failure to furnish required agendas or associated documents, shall not invalidate the proceedings at the meeting.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1. The Chairman

5.1.1. The Chairman (if any), shall preside as chairman at every general meeting of the Foundation, except where there is no Chairman or the Chairman is not present and willing to act, the Directors present shall elect a Vice-Chairman of the Foundation to be Chairman or if no Vice-Chairman is present one of their number to be chairman of the meeting; but if no Director is willing to act as chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.

5.2. Business of the Annual General Meeting

Without prejudice to the powers of the Directors to include on the agenda of any annual general meeting of the Foundation such other matters as they may, in their absolute discretion, think fit, the business of the annual general meeting of the Foundation shall include the following matters:

5.2.1. the consideration of the Foundation's statutory financial statements and the reports of the Directors and Auditors thereon; and

5.2.2. the review by the Members of the Foundation's affairs.

5.3. Quorum

5.3.1. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. The quorum necessary for the transaction of business at any such meeting shall be such as may be fixed by the rules of procedure and bye-laws of the Foundation for the time being in force and unless so fixed shall be three; provided that if the Foundation is a single member company, one Member of the Foundation present in person or by proxy at a general meeting of it shall be a quorum.

5.3.2. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Member or Members present shall be a quorum.

5.4. Adjournment

5.4.1. The chairman of the meeting may, in his discretion, with the consent of any meeting at which a quorum is present, and if so directed by the meeting shall, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.5. Poll

5.6. At any general meeting a resolution of any kind put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

5.6.1. by the chairman of the meeting; or

5.6.2. by at least two Members present in person or by proxy; or

5.6.3. by any Member or Members present in person or by proxy at the meeting and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

5.7. Save as provided in these Articles and subject to compliance with the requirements of the Acts, a poll shall be taken in such manner as the chairman in his discretion may direct and he may (but shall not be required to) appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the determination, in relation to the matter concerned, of the meeting at which the poll was demanded.

5.8. The demand for a poll may be withdrawn.

5.9. Unless a poll is demanded as aforesaid, a declaration by the chairman of the meeting that a resolution of any kind has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Foundation, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.

5.10. A poll demanded on the election of a chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

5.11. Where there is an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

6. RESOLUTIONS IN WRITING

6.1. Subject to provisions of the Acts, a resolution of any kind in writing signed by all Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Foundation duly convened and held and, if described as a special resolution, shall be deemed to be a special resolution within the meaning of the Acts, and such resolution may consist of one document or two or more documents to the same effect each signed by one or more Members.

7. VOTES OF MEMBERS

7.1. Right to Vote

7.1.1. Every Member who is entitled to attend and vote at general meetings shall have one vote.

7.1.2. In the case of an equality of votes, the chairman of the meeting will be entitled to a casting vote in addition to any other vote he may have.

7.2. Proxies

7.2.1. Every Member entitled to attend and vote at a general meeting may appoint a proxy and each such proxy shall be entitled to attend, speak, ask questions relating to the items on the agenda (subject to the provisions of the Acts) and vote on his behalf. The instrument appointing a proxy shall be in the form prescribed by the Acts, or as near to it as circumstances permit. The instrument of 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, shall be deposited at the Office or at such other place within the State as is specified for that purpose in the notice convening the meeting of the Foundation, and shall be so deposited not later than 48 hours before the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the commencement of the taking of the poll.

7.2.2. The deposit of an instrument of proxy includes communicating the instrument to the Foundation by means of an electronic or internet communication or facility or by facsimile transmission, and any supplements, amendments or revocations of any such appointments may be made by similar means. Any such appointments, supplements, amendments or revocations of proxy will be deemed deposited at the place specified for such purpose, once received by the Foundation or by the recipient nominated by the Foundation to receive such proxies. The Directors may treat any such communication, facility or transmission which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending it to send it on behalf of that Member.

8. SINGLE-MEMBER COMPANY

8.1. If and so long as the Foundation is a single-member company within the meaning of the Acts, the sole Member may appoint a person to be a Director of the Foundation by serving a notice in writing on the Foundation which states that the named person is appointed director, and this applies notwithstanding anything in subsection (3) of Section 144 of the 2014 Act (save for the requirement of it that any limit for the time being on the number of directors provided for in these Articles (if any) is to be observed) or in subsection (4) of Section 144 of the 2014 Act.

8.2. Where the Foundation is a single-member company and the sole Member takes any decision which has effect, pursuant to Section 196 of the 2014 Act, as if agreed by the Foundation in general meeting, the Member shall provide the Foundation with a written record of that decision, unless the decision is taken by way of written resolution which the Member has already forwarded to the Foundation, and where the Foundation is notified by the sole Member of a decision taken by way of a written resolution of any kind, or of a written record of a decision taken by that sole Member, the Foundation shall record and retain the notification in a book or other suitable means maintained for the purpose.

8.3. Where the Foundation is a single-member company and the sole Member exercises or discharges any power, right or obligation pursuant to Section 196 of the 2014 Act, involving or consisting of the passing of a resolution, or the sole Member agreeing to a thing, and the provisions of Section 198 of the 2014 Act shall apply to that resolution or thing, the Foundation shall notify such exercise or discharge in writing within 15 days of the occurrence thereof to the Registrar of Companies.

8.4. Where the Foundation is a single-member company and enters into a contract with the sole Member which is not in the ordinary course of business and which is not in writing, and the sole Member also represents the Foundation in the transaction (whether as a director or otherwise), the Foundation shall ensure that the terms of the contract are forthwith set out in a written memorandum or are recorded in the minutes of the next directors' meeting.

9. THE BOARD

9.1. The Board will manage the affairs of the Foundation and shall consist of not less than five in number but such number may be increased or reduced from time to time by the Foundation in general meetings.

9.2. The Board shall elect from their number, one of their Directors to be the Chairperson of the Board and unless and until otherwise determined, he / she shall, during his / her term of office as Chairperson of the Board, be also Chairperson of the Foundation.

9.3. The Board shall also elect from their number, one of their Directors to be the Treasurer to oversee the financial operations of the Foundation.

9.4. The first Board of the Foundation shall be determined in writing by the Members whom subscribe to the Constitution or a majority of them.

9.5. The Directors so elected shall hold office for a period of 3 years from the date of election and shall be eligible for re-election, but limited to three terms of office.

9.6. If for any reason the Chairperson of the Board is absent from any meeting of the Board the Directors of the Board shall nominate one of their number for the purpose of conducting that meeting and he / she shall then occupy the Chair and exercise the function of the Chairperson in connection with that meeting.

9.7. If at any time the number of Directors holding office falls below the required number (or any greater number fixed by these Articles as the minimum number of Directors), the Directors or Directors holding office may act for the purpose of appointing one or more additional Directors so as to increase the number to three Directors (or such greater minimum number as aforesaid) or summoning a general meeting of the Foundation for such purpose, but may not act for any other purpose.

CONFLICT OF INTERESTS

9.8. Interests in contracts

9.8.1. A Director or shadow Director of the Foundation who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Foundation shall comply with the provisions of Section 231 of the 2014 Act and this Article (in the case of a shadow Director, as applied by Section 221 of the 2014 Act and this Article) with regard to the disclosure of such interest by declaration.

9.9. Directors' contracts:

9.9.1. No contract will be entered into by the Foundation for the employment of, or the provision of services by, a Director or a Director of a holding company of the Foundation containing a term to which Section 249 of the 2014 Act, applies without obtaining the approval provided for in that section.

9.10. Directors' interests and voting

9.10.1. Disclosure:

A Director notwithstanding his office but subject to him having disclosed any interest which he is required to disclose in accordance with these Articles or the Acts (including, without limitation, Section 231 of the 2014 Act) as the case may be:-

(1) may be a party to, or otherwise interested in, any transaction or arrangement with the Foundation or any subsidiary or associated company thereof or in which the Foundation or any subsidiary or associated company thereof is otherwise interested;

(2) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Foundation or in which the Foundation or any subsidiary or associated company thereof is otherwise interested; and

(3) shall not be accountable, by reason of his office, to the Foundation for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

9.10.2. A copy of every declaration made and notice given under this Article shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or Member of the Foundation at the Registered Office and shall be produced at every general meeting of the Foundation and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

9.10.3. A Director may not vote in respect of any contract, appointment or arrangement in which he is interested, and he shall not be counted in the quorum present at the meeting.

9.10.4. For the purposes of this Article:-

(1) a general notice given to the Directors by a Director to the effect that he is a Member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with the company or firm or he is to be regarded as interested in any contract which may, after the date of the notice, be made with a specified person who is connected with him shall be deemed to be a sufficient declaration of interest in relation to any such contract provided that such notice is given at a meeting of the Directors or the Director takes reasonable steps to secure that it is brought up and read at the next meeting of the Directors after it is given;

(2) an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director;

9.10.5. Any reference to a contract:

(1) shall be read as excluding a reference to a contract the decision as to whether to enter into it is taken, or falls to be taken, other than by the board of directors or a committee of which the Director is a Member; and

(2) shall be read as including a reference to any transaction or arrangement, whether or not constituting a contract, but, in a case where the transaction or arrangement does not constitute a contract, a like limitation to that which applies under this Article applies to the construction of reference provided by this Article.

10. BORROWING POWERS

10.1. The Board may without any limitation exercise all powers of the Foundation to borrow money and to mortgage or charge its undertaking and property or any part thereof and, subject to the Acts, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Foundation or of any third party.

11. POWERS AND DUTIES OF THE BOARD

11.1. General powers

11.1.1. The business and affairs of the Foundation shall be managed by the Board who shall also be the administrative, co-ordinating and supervisory body of the Foundation. The Board may pay all expenses incurred in promoting and registering the Foundation, and may exercise all such powers of the Foundation as are not by the Acts or by these Articles required to be exercised by the Foundation in general meeting; subject nevertheless to the provisions of the Acts and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Foundation in general meeting. No direction given by the Foundation in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

11.1.2. The Board shall not be bound in any case to act personally but may delegate any of its powers to executives or employees of the Foundation and shall be at full liberty to employ and engage consultants, agents and to employ such executive; administrative; clerical and other staff (by means of employment, engagement, secondment or otherwise), in each case on such terms as the Board may from time to time consider appropriate. Any such executives, employees, consultants and advisers shall comply with any policies and regulations from time to time issued by the Board.

11.2. Power to appoint attorneys

11.2.1. The Directors may from time to time and at any time by power of attorney appoint any company, firm or body corporate whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Foundation for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authority and discretions vested in him.

11.3. Cheques etc.

11.3.1. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Foundation shall be signed, drawn, accepted, endorsed or otherwise execution, as the case may be, by such person or persons and in such manner as the Board shall from time to time by resolution determine.

11.4. Shares in other companies

11.4.1. The Directors may exercise the voting powers conferred by the shares or securities of any kind or other membership interests in any other person, firm or body corporate held, owned or engaged by the Foundation in such manner in all respects as they think fit, and in particular they may exercise the voting powers in favour of any resolution of any kind appointing the directors or any of them as directors or officers of such other person, firm or body corporate or providing for the payment of remuneration or pensions to the directors or officers thereof. Any Director may vote in favour of the exercise of such voting rights, notwithstanding that he may be or may be about to become a Director or officer of such other person, firm or body corporate, and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

11.5. Incidental use of Foundation's property

11.5.1. Unless the Members in general meeting shall otherwise determine, and subject always to the other provisions of these Articles, any Director may use, for his own benefit, any of the Foundation's property, where any such use is reasonable and is merely incidental to the due and proper performance of his duties as a Director of the Foundation, and the other Directors or the Members of the Foundation have given their consent (whether express or implied to that use).

11.6. Minutes

11.6.1. The Board shall cause minutes to be made in books provided for the purpose:-

11.6.2. of all appointments of officers made by the Board;

11.6.3. of all names of the Directors present at each meeting of the Board, and of any committee or sub-committees of the Board; and

11.6.4. of all resolutions of any kind and proceedings at all meetings of the Foundation, and of the Board and of the committees or sub-committees of the Board.

12. APPOINTMENT, REMOVAL AND RESIGNATION OF BOARD MEMBERS

12.1. Appointment of Directors

12.1.1. The Members may by ordinary resolution from time to time appoint any persons to be Directors and, notwithstanding the terms of these Articles, remove from office any Directors so appointed, in each case by serving notice in writing to the Foundation.

12.1.2. Subject as provided in these Articles, the Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number as fixed by or in accordance with these Articles as the maximum number of Directors.

12.2. Retirement by rotation

12.2.1. Each Director must retire not later than the third annual general meeting following his last appointment or re-appointment in general meeting.

12.2.2. In any event, at each annual general meeting of the Foundation a minimum number of Directors are subject to retirement by rotation and that number includes any Director retiring under this Article but does not include any Director who wishes to retire and who does not wish to offer himself for re-appointment. The minimum number is one-third of the Directors for the time being subject to retirement by rotation (calculated as aforesaid and subject also to the provisions of this Article) or if the said number of Directors is not divisible by three, the number which is nearest to and less than one-third. If there is only one Director who is subject to retirement by rotation then he shall retire.

12.2.3. The Directors, (including any Directors holding executive office pursuant to these Articles) to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last reappointed Directors on the same day those to retire shall be determined (unless they otherwise agree among themselves) by lot; and

12.2.4. A Director who retires at an annual general meeting may be reappointed, if willing to act. If he is not reappointed (or deemed to be reappointed pursuant to these Articles) he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

12.3. Deemed reappointment

12.3.1. If the Foundation, at the meeting at which a Director retires by rotation, does not fill the vacancy, the retiring Director, if willing to act shall be deemed to have been re-appointed, unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the Director is put to the meeting and lost.

12.4. Statutory Removal and Replacement

12.4.1. Subject to the provisions of the Acts and without prejudice to these Articles, the Foundation may, by resolution of which at least 28 days' notice has been given of the intent to move such a resolution, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Foundation and such Director.

12.4.2. The Foundation may, by resolution, appoint another person in place of a Director removed from office under the last preceding Article and, without prejudice to the powers of the Directors to appoint any person to be a Director, may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

13. DISQUALIFICATION OF DIRECTORS

13.1. The office of Director will be *ipso facto* vacated if the Director:

13.1.1. dies in office;

13.1.2. is adjudged bankrupt or being bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or

13.1.3. becomes prohibited or disqualified from being a director by reason of any law or order made under the Acts or ceases to be qualified to be a director under the Charities Act; or

13.1.4. resigns his office by notice in writing to the Foundation; or

13.1.5. is convicted of an indictable offence or is sentenced to a term of imprisonment by a court of competent jurisdiction; or

13.1.6. is for more than six consecutive months absent without permission of the Board from meetings of the Board (or any committee thereof) held during that period and the Board pass a resolution that by reason of such absence he has vacated his office; or

13.1.7. is removed from office of Director pursuant to Section 146 of the 2014 Act; or

13.1.8. is no longer regarded as possessing an adequate decision-making capacity for reasons of health, and his co-Directors have accordingly resolved that his office be vacated on this ground, or he becomes the subject of an order made in Ireland or elsewhere by a court claiming jurisdiction in that regard for his detention or for the appointment of a guardian or other person to exercise powers with respect to his property or affairs, on the ground, in any such case, of mental disorder or incapacity; or

13.1.9. is required in writing by all his co-Directors to resign; or

13.1.10. holds any other office or place of profit under the Foundation beyond the extent permitted by Clause 5 of the Memorandum of Association.

14. ALTERNATE DIRECTORS

14.1. Any Director (the **appointer**) may at any time and from time to time appoint by notice in writing to the Foundation any person approved by resolution of the Board to be his alternate.

14.2. A person may act as an alternate for more than one Director and while he is so acting will be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an alternate will be in addition to his own vote.

14.3. An alternate will be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him at which he is entitled to vote, but where he is himself a Director or is the alternate of more than one Director he will only be counted once for such purpose.

14.4. An alternate will be entitled, subject to his giving to the Foundation an address to receive notice of all meetings of the Directors and of all meetings of Committees of which his appointer is a Member, to receive notice of and attend and vote at any meeting of the Directors (or of a Committee of which his appointer is a Member) at which the appointer is not personally present. An alternate shall not be entitled to be remunerated or paid fees otherwise than out of the remuneration or fees as the case may be paid to the appointer.

14.5. The alternate will be entitled, in the absence of the appointer, to exercise all the powers, rights, duties and authorities of the appointer as a Director (other than the right to appoint an alternate hereunder).

14.6. An alternate's appointment will automatically come to an end if for any reason the appointer ceases to be a Director, but if a Director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate made by him which was in force immediately prior to his retirement will continue after his re-appointment. Section 165(5) and (6) of the 2014 Act in relation to revocation of appointment shall apply.

15. PROCEEDINGS OF THE BOARD

15.1. The Board may meet for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit and otherwise in accordance with these Articles. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

15.2. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board on giving reasonable notice to the Directors. Any Director may waive notice of any meeting, and any such waiver may be retrospective. If the Board so resolve, it shall not be necessary to give notice of a meeting of the Board to a Director or alternate Director who, being a resident of the State, is for the time being absent from the State.

15.3. The quorum necessary for the transaction of the business of the Board will be three Directors.

15.4. The Board may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to the Articles of the Foundation as the necessary quorum of the Board, the continuing Directors may act for the purpose of increasing their number to that number, or of summoning a general meeting of the Foundation, but for no other purpose.

15.5. Notwithstanding the provisions of Section 161(1) of the 2014 Act, a resolution in writing, signed by each Director or his alternate shall be as valid as if it had been passed at a meeting of the Board duly convened and held.

15.6. All acts done by any meeting of the Board or of a Committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Member of any Committee or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or a Member of such Committee as the case may be.

16. TELEPHONE MEETINGS

16.1. For the purpose of these Articles, the contemporaneous linking together by telephone or other means of audio communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Board, and all the provisions in these Articles as to meetings of the Board shall apply to such meetings.

16.2. Each Director taking part in the meeting must be able to hear each of the other Directors taking part.

16.3. At the commencement of the meeting each Director must acknowledge his presence and that he accepts that the conversation shall be deemed to be a meeting of the Board.

16.4. A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the Chairman of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting as aforesaid.

16.5. A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.

17. COMMITTEES

17.1. The Board may delegate any of its powers to Committees consisting of any such persons as it thinks fit, provided that the Chairman of the Committee must be a Director, and such delegation may be revoked by the Board at any time; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations and policies that may be imposed on it by the Board and no Member of any Committee shall be entitled to remuneration other than pursuant to Paragraph 5 of the Memorandum of Association or Article 11.1.1 above.

17.2. The Board may elect a chairman of Committee meetings; if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same, the Members of the Committee present may choose one of their number to be chairman of the meeting.

17.3. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members of the Committee present, and in case of an equality of votes the chairman shall have a second or casting vote.

17.4. A Committee must report to the Board regularly on any resolutions passed and decisions taken by them and for that purpose each Committee shall appoint a secretary.

17.5. A resolution in writing signed by each Member of a Committee or, in the case of a Director, his alternate Director, shall be as valid as if it had been passed at a meeting of that Committee duly convened and held.

18. SECRETARY

18.1. The Secretary shall be appointed by the Directors for such terms, and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

18.2. A provision of the Acts or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

19. **SEAL**

19.1. The Seal shall be used only by the authority of the Board or a Committee authorised by the Board in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose.

20. **ACCOUNTS**

20.1. The accounting records shall be kept at the Office or subject to the Acts at such other place or places as the Board think fit.

20.2. The Board shall from time to time determine whether and if so to what extent and at what times and places and under what conditions or regulations the accounting records of the Foundation or any of them shall be open to the inspection of Members not being Members of the Board, and no Member (not being a Director) shall have any right of inspecting any accounting records or document of the Foundation except as conferred by statute or authorised by the Board or by the Foundation in general meeting.

20.3. The Board shall from time to time cause to be prepared and laid before the annual general meeting of the Foundation such profit and loss (or income and expenditure) accounts, balance sheets and reports as are required by the Acts to be prepared and laid before the annual general meeting of the Foundation (**financial statements**).

20.4. A copy of all financial statements shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Acts to receive them.

21. **AUDIT**

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

21.2. Annual audited accounts of the Foundation shall be made available to the Revenue Commissioners on request.

22. **ANNUAL REPORT AND RETURN UNDER THE CHARITIES ACT 2009**

The Board shall comply with the requirements of the Charities Act with regard to:-

22.1. the transmission of the financial statements of the Foundation to the Charities Regulatory Authority;

22.2. the preparation of an Annual Report and its transmission to the Charities Regulatory Authority; and

22.3. the preparation of an Annual Return and its transmission to the Charities Regulatory Authority.

23. **NOTICES**

23.1. A notice to be given by the Foundation to any person entitled to receive it (the **addressee**) shall be in writing and may be given to the addressee personally, delivered or posted (properly addressed and prepaid) to his registered address or served or delivered in electronic form whether as an electronic communication or otherwise. A notice given in a manner referred to in this Article will be deemed to be given as follows:

23.1.1. if given to the addressee personally or delivered, when so given or delivered;

23.1.2. if posted, in the case of the notice of a meeting, 24 hours after posting or, in any other case, at the time at which the letter would be delivered in the ordinary course of post; or

23.1.3. if given, served or delivered by electronic mail at the time it was sent.

23.2. Notice of every general meeting shall be given in any manner hereinbefore authorised to:

23.2.1. every Member;

23.2.2. every person upon whom the Board has been duly notified the ownership of a membership interest devolves by reason of his being a personal representative or the official assignee in bankruptcy of a Member, where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting;

23.2.3. every Director and Secretary; and

23.2.4. the Auditors.

23.3. A Member present at a general meeting (or a meeting of any class of Members) in person or by proxy will be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

23.4. Any notice to be served on the Foundation under these Articles may be served by leaving it at or sending it by prepaid post to the registered office of the Foundation

24. INDEMNITY

24.1. Subject to the Acts, every Director, Secretary and other officer for the time being of the Foundation, and any trustees therefore acting in relation to any of its affairs, and their heirs, executors and administrators respectively, shall be indemnified out of the assets of the Foundation against any liability incurred by him in defending any proceedings, whether civil or criminal, in relation to his acts while acting in such office, in which judgment is given in his favour or in which he is acquitted, or in connection with any proceedings or any application under the Acts or under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

24.2. To the extent permitted by law, the Directors may arrange insurance cover at the cost of the Foundation in respect of any liability, loss or expenditure incurred by any Director, Secretary and/or other officer in relation to anything done or alleged to have been done or omitted to be done by him or them as a Director, Secretary and/or officer.