

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

INTERNATIONAL HARM REDUCTION ASSOCIATION  
(As altered by special resolution dated 13 November 2006)

With effect from 1 October 2009 this memorandum is deemed part of the articles in accordance with section 28 of the Companies Act 2006.

1. The name of the Company is International Harm Reduction Association (hereinafter referred to as "the Association").
2. The Registered Office of the Association will be situate in England and Wales.
3. The objects of the Association are to protect and preserve public health and safety by:
  - (a) undertaking research into the causes of drug use and associated problems (particularly relating to illicit drugs, alcohol and tobacco);
  - (b) developing policies and strategies to reduce levels of harm associated with drug use;
  - (c) advancing the education of the public and organisations in policies and strategies to reduce levels of harm associated with drug use; and
  - (d) disseminating and sharing information with national and international agencies involved in reducing health and social problems associated with drug use.
4. The Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:
  - (a) To raise funds, whether by the levying of subscriptions by the Association, by means of donations from Companies and other business concerns, by private or public appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial or private sources or from any national or international health, welfare, social or cultural organisation for or on behalf of the Association, or any person or body of persons pursuing any object which this Association is authorised to carry on and to accept gifts of property whether subject to any special trust or not, for the objects of the Association.
  - (b) To recruit and assist in the recruitment of voluntary workers in and for the Association and to retain or employ professional technical advisors or workers in connection with the objects of the Association and to pay reasonable and proper fees for their services.

- (c) To make any financial grant or award, and to enter into any contract or arrangement for the provision to any person or body of persons of any technical, financial or other assistance, of any service or equipment, labour, or of travel, accommodation or other facilities and generally to do all such things as may, in the opinion of the Officers, further the primary objects of the Association.
- (d) To undertake research and surveys and publish the useful results of such research, to establish, equip and maintain a library to collect, compile, print, publish and disseminate information, to provide, publish or contribute to the publication of any papers, books, periodicals, reports or other documents, films, slides, tapes, pictures, plans or models, to give and exchange information and advice, and to promote, foster and maintain the interest and support of the public in the objects and activities of the Association.
- (e) To organise, provide facilities for and hold conferences, meetings, courses of instruction, demonstrations, lectures, exhibitions, competitions, tours and displays.
- (f) To establish, promote or assist in establishing or promoting and to subscribe to or become a member of, or co-operate or federate with any other organisations or associations whose objects are in whole or in part similar to the objects of the Association or the establishment or promotion of which may be beneficial to the Association, to act as trustees or agents for and to manage and to undertake the property, assets, liabilities and engagements of any such organisations or associations, and to subscribe or guarantee money for any purposes in any way calculated to further the objects of the Association.
- (g) To foster and encourage co-operation and communication between similar organisations, societies, and institutions, and local and national authorities and to co-ordinate the activities and represent the view of those making use of the facilities of the Association and its members.
- (h) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, sell, mortgage, lease or otherwise dispose of or turn to account any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (i) To borrow or raise money for the purposes of the Association on such terms and on such security as the Directors shall think fit, and whether by the creation and issue of debentures or debenture stock or otherwise.
- (j) To receive money on deposit or loan upon such terms as the Association may approve, and to undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (k) To invest and deal with the moneys of the Association not immediately required for its purposes in or upon such investments or securities and in such manager as may from time to time be determined, subject nevertheless to such conditions (if any) and such consent (if any) as may from the time being be imposed or required by law and subject also as hereinafter provided.
- (l) To sell, mortgage, improve, manage, turn to account, exchange, let or grant licences, easements and other rights in or over, and in any other manner deal with or dispose of all or any of the property and assets for the time being of the Association as may be expedient for the promotion of its objects.
- (m) To make all reasonable and necessary provision for the payment of pensions and superannuations to or on behalf of employees and their widows and other dependants.
- (n) To pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association.
- (o) To do all such other things as are necessary for the attainment of the objects of the Association or any of them.

5. The income and property of the Association, whencesover derived, shall be applied solely towards the promotion of the objects of the Association 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 Association, and no Director shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent the payment, in good faith, by the Association:

- (a) of reasonable and proper remuneration to any member, officer, or servant of the Association for any services rendered to the Association;
  - (b) of interest on money lent by any member or any Director at a rate not exceeding two percent less than the base lending rate for the time being prescribed by the National Westminster Bank plc or three percent, whichever is the greater;
  - (c) of reasonable and proper rent for premises demised or let by any member or any Director of the Association;
  - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100<sup>th</sup> part of the capital of that Company;
  - (e) to any Director of out-of-pocket expenses.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
8. If, upon the winding up or dissolution of the Association, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other charitable institution or institutions having objects the same as or similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to any extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to this last provision, then to some other object as near as may be to that of the Association.