

**MEMORANDUM OF ASSOCIATION**  
**of**  
**The Fibreoptic Industry Association Ltd**  
**The Companies Act 1985**  
**Company Limited by Guarantee**  
**and not having a Share Capital**

1. The name of the Company (hereinafter called 'the Association') is The Fibreoptic Industry Association Ltd.
2. The registered office of the Association is to be situated in England and Wales.
3. The objects of the Association are:-
  - 3.1 To promote co-operation between members of the Association engaged in the United Kingdom as manufacturers, traders, servicing agents, distributors, installers and consultants in respect of fibre optic services and literature, particularly but not exclusively in relation to communications, generally to represent and promote the interests of such members and their contribution to the national economy.
  - 3.2 To adopt and promote within the membership a commercial code of practice consistent with the highest standards of integrity.
  - 3.3 To adopt and promote within the membership technical standards and codes of practice consistent with the highest standards of quality and professionalism; to establish registers of members who adhere to these standards.
  - 3.4 To provide a framework within which companies can develop and market a fibre optic capability.
  - 3.5 To promote broad awareness of the fibre optic industry, and its capability of providing for the needs of end users.
  - 3.6 To establish mechanisms for the collection, collation and publication within the membership of statistical information concerning the U.K. fibre optic market.
  - 3.7 To ascertain the views of the membership on matters of concern to them, and to provide a single voice to promote and represent the interests of the membership in relation to such matters.
  - 3.8 To be represented on, to participate in and to liaise with relevant national and international bodies.
  - 3.9 To maintain liaison with Government departments and other public and professional organizations in the U.K. and overseas.
  - 3.10 To act independently to, or liaise with, other organizations in the recommendation, preparation, organization and management of fibre optic exhibitions and industry meetings held in the U.K. and overseas and thereby to promote the commercial interests of the members.
  - 3.11 To ascertain the views of the members of the Association and professions towards legislation, either proposed or implemented, in the U.K. or elsewhere through the British Standards Institute and elsewhere through Government departments and authorities and to represent the interests of the members of the Association and advise the members as appropriate.
  - 3.12 To act as the co-ordinator of enquiries from principals seeking U.K. representation, distribution, licensing or joint ventures.
  - 3.13 To register the Association as appropriate with all relevant organizations to enable members to be represented and qualify for State-provided subsidies and sponsorship for which members may be eligible.
4. In pursuit of such objects but not further or otherwise the Association shall be empowered:
  - 4.1 To purchase, take on lease or in exchange hire or otherwise acquire any real and personal property which may be deemed necessary or convenient for any of the purposes of the Association.
  - 4.2 To construct, maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Association.
  - 4.3 To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Association.

- 4.4 To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise.
- 4.5 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable.
- 4.6 To sell, manage, lease, mortgage, dispose of or otherwise deal in or with all or any part of the property of the Association.
- 4.7 To borrow and raise money in such manner as the Association may think fit.
- 4.8 To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property 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 and subject also as hereinafter provided.
- 4.9 To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Association.
- 4.10 To subscribe to any local or other charities and to grant donations for any public purpose and to provide a superannuation fund for the servants of the Association or otherwise to assist any such servants and their dependents.
- 4.11 To establish and support and to aid in the establishment and support of any other association formed for all or any of the objects of the Association and which likewise prohibits 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 Association under or by virtue of Clause 5 hereof.
- 4.12 To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Association.
- 4.13 To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Association is authorized to amalgamate.
- 4.14 To transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the companies, institutions, societies or associations with which the Association is authorized to amalgamate.
- 4.15 To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them PROVIDED THAT;
- 4.16 In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 4.17 The objects of the Association shall not extend to the regulation or relations between workers and employers or organizations of workers and organizations of employers.
- 4.18 In the case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control of authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such control or authority as if the Association were not incorporated.
5. The income and property of the Association, whence so ever 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 provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any member of the Association in

return for any services actually rendered to the Association, but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Association to any elected member of such Council or Governing Body except repayment of out-of pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the Association provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member and in which such member shall hold not more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

- 6. The liability of the members is limited.
- 6.1 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 £25.
- 6.2 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 institution or institutions having objects 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 an 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 such provision then to such charitable object or objects as the Council of Management or Governing Body may at its absolute discretion determine.

WE, the several persons whose names, addresses and descriptions are sub-scribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

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Dated the WITNESS to the above Signatures:

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