

Articles of Association of Research Data Alliance Foundation



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THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

RESEARCH DATA ALLIANCE FOUNDATION

Incorporated on [] 2014

FARRER&Co

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THE COMPANIES ACT 2006

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ARTICLES OF ASSOCIATION

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RESEARCH DATA ALLIANCE FOUNDATION

1. NAME AND REGISTERED OFFICE

1.1 The name of the **Charity** is Research Data Alliance Foundation.

1.2 The registered office of the Charity is to be in England and Wales.

2. INTERPRETATION

2.1 The interpretation provision in **Article** 18 shall apply.

2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 18.

3. OBJECTS

3.1 The objects of the Charity are to advance education and promote research for the public benefit in particular but without limitation by accelerating, promoting and facilitating research data sharing and exchange and (save for purposes incidental and ancillary to those objects), no other purposes.

3.2 Nothing in these Articles shall authorise an application of the Charity's property for purposes which are not charitable in accordance with section 7 of the Charities and

Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the **Objects**:

- 4.1 to promote or carry out research;
- 4.2 to provide advice;
- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.4 to publish or distribute information;
- 4.5 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.8 to raise funds (but not by means of **Taxable Trading**);
- 4.9 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);

- 4.11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.12 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.16 to make grants or loans of money and to give guarantees;
- 4.17 to set aside funds for special purposes or as reserves against future expenditure;
- 4.18 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.19 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the **Council** reasonably concludes that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.20 to delegate the management of investments to a Financial Expert, but only on terms that:
 - (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Council;

- (b) require the Financial Expert to report every transaction to the Council;
- (c) require the Financial Expert to review the performance of the investments with the Council regularly;
- (d) entitle the Council to cancel the delegation arrangement at any time;
- (e) require the investment policy and the delegation arrangement to be reviewed with the Council at least once a **Year**;
- (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Council on receipt;
- (g) prohibit the Financial Expert from doing anything outside the powers of the Council;

4.21 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Council or by a Financial Expert acting under the instructions of the Council) and to pay any reasonable fee required;

4.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.23 to insure the **Council Members** against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Council Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

4.24 subject to Article 10, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;

- 4.25 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.26 to enter into contracts to provide services to or on behalf of other bodies;
- 4.27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Council are similar to the purposes of the Charity either alone or as amalgamated;
- 4.28 to establish or acquire subsidiary companies;
- 4.29 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.30 to do anything else within the law which promotes or helps to promote the Objects.³

5. THE COUNCIL

- 5.1 The Council Members as Charity Trustees have control of the Charity and its property and funds.
- 5.2 The number of Council Members shall be not less than three and not more than twenty. All Council Members must be natural persons and **RDA Foundation Members**.
- 5.3 The subscribers to the **Memorandum** are the first Council Members of the Charity.
- 5.4 Any person who is willing to act as a Council Member and is permitted to be so appointed by the law and the Articles, may be appointed to be a Council Member by a decision of the **Nomination Committee** acting in accordance with the procedures specified in the **Governance Document**.
- 5.5 Subject to earlier termination under Article 5.77, Council Members shall hold office for a period of three years.

5.6 Any retiring Council Member who remains qualified may be re-appointed, subject to the maximum number of terms of office specified by the Council in the Governance Document.

5.7 A Council Member's term of office automatically terminates if he or she:

- (a) is disqualified under the Charities Acts from acting as a Charity Trustee;
- (b) is incapable, whether mentally or physically, of managing his or her own affairs;
- (c) is absent from four consecutive meetings of the Council without consent;
- (d) resigns by **Written** notice to the Council (but only if at least three Council Members will remain in office);
- (e) is removed by **Ordinary Resolution** at a general meeting after the meeting has invited the views of the Council Member concerned and considered the matter in the light of any such views; or
- (f) ceases to be a RDA Foundation Member.

5.8 A technical defect in the appointment of a Council Member of which the Council is unaware at the time does not invalidate decisions taken at a meeting.

6. PROCEEDINGS OF THE COUNCIL

6.1 The Council must hold at least two meetings each Year.

6.2 A quorum at a meeting of the Council is three Council Members or such other number as the Council may from time to time decide.

6.3 Any Council Member may call a meeting of the Council by giving reasonable notice of the meeting to the Council Members or by authorising another to give such notice.

- 6.4 A meeting of the Council may be held either in person or by suitable electronic means agreed by the Council in which all participants may communicate with all the other participants.
- 6.5 Either of the **Co-Chairs** or (if they are both unable or unwilling to do so) some other Council Member chosen by the Council Members present presides at each meeting.
- 6.6 In making decisions the Council will attempt to reach consensus, but every issue may be determined by a simple majority of the votes cast at a meeting. A Written resolution circulated to all the Council Members who would have been eligible to vote on the matter at a meeting of the Council and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- (a) the number of Council Members who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Council; and
 - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.7 Except for the chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Council Member has one vote on each issue.
- 6.8 A Council Member must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) the situation is authorised by the Council in accordance with Article 6.9; or
 - (c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.23.

6.9 If a conflict of interests arises for a Council Member, the unconflicted Council Members may authorise such a conflict of interests provided that:

- (a) the procedure in Article 6.10 is followed;
- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Council Member or any **Person Connected to a Council Member** that would not be permitted by Article 10; and
- (c) the unconflicted Council Members consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

6.10 Whenever a Council Member has an interest in a matter to be discussed at a meeting of the Council or a committee the Council Member concerned must:

- (a) declare his interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

6.11 A procedural defect of which the Council is unaware at the time does not invalidate decisions taken at a meeting.

7. POWERS OF THE COUNCIL

7.1 The Council shall manage the business of the Charity and may exercise all the powers of the Charity unless it is subject to any restrictions imposed by the **Companies Acts**, the Articles or any **Special Resolution**.

7.2 Without prejudice to Article 7.1, the Council may:

- (a) appoint (and remove) any individual to act as **Secretary General**;
- (b) appoint two Co-Chairs and other honorary officers from among their number;
- (c) delegate any of their functions to committees consisting of two or more individuals provided that all proceedings of committees are reported regularly to the Council;
- (d) make and amend regulations consistent with the Articles and the Companies Acts (which may be set out in the Governance Document) to govern:
 - (i) proceedings at general meetings;
 - (ii) proceedings at meetings of the Council;
 - (iii) the proceedings of committees and the appointment and removal of committee members;
 - (iv) the administration of the Charity and the use of its seal (if any);
- (e) establish procedures to assist the resolution of disputes within the Charity;
- (f) exercise any powers of the Charity which are not reserved to a general meeting.

7.3 If the Council shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for the Council Members to act for the purposes of admitting persons as Council Members filling up vacancies in their body or summoning a general meeting but not for any other purpose.

8. RDA FOUNDATION MEMBERSHIP

- 8.1 The Charity must maintain a register of RDA Foundation Members in accordance with the Companies Acts.
- 8.2 The first RDA Foundation Members of the Charity are the subscribers to the Charity's **Memorandum**.
- 8.3 RDA Foundation Membership of the Charity shall be determined as follows:
- (a) unless they have consented to act as a Council Member no one shall be admitted to RDA Foundation Membership; and
 - (b) every Council Member shall, upon their appointment, either sign a Written consent to become a RDA Foundation Member or sign the register of RDA Foundation Members and shall thereby become a RDA Foundation Member.
- 8.4 RDA Foundation Membership is terminated if the RDA Foundation Member concerned:
- (a) gives Written notice of resignation to the Charity;
 - (b) dies;
 - (c) is more than six **Months** in arrears in paying the relevant subscription (if any) (but in such a case the RDA Foundation Member may be reinstated on payment of the amount due);
 - (d) is removed from RDA Foundation Membership by resolution of the Council on the ground that in their reasonable opinion it would be in the best interests of the Charity for the RDA Foundation Member's RDA Foundation Membership to be terminated (but only after notifying the RDA Foundation Member In Writing and considering the matter in the light of

any Written representations which the RDA Foundation Member concerned puts forward within 14 **Clear Days** after receiving notice); or

(e) ceases to be a Council Member.

8.5 RDA Foundation Membership of the Charity is not transferable.

9. ASSOCIATE MEMBERSHIP

9.1 The Council may create associate or other classes of non-voting membership (including but not limited to organisational and individual membership), and may determine and specify the rights and obligations of any such members (including payment of membership fees), the conditions for admission to, and termination of membership of any such class of members, and the arrangements and regulations to govern meetings of any such members (including plenaries).

9.2 References in this constitution to "RDA Foundation Members" and " RDA Foundation Membership" do not apply to associate or other non-voting members, and associate or other non-voting members do not qualify as RDA Foundation Members for any purpose under the Companies Acts.

10. BENEFITS TO RDA FOUNDATION MEMBERS AND COUNCIL MEMBERS

10.1 The Council Members shall also serve as RDA Foundation Members of the Charity and in this Article 10.1 the words "Council Members" shall also be deemed to include RDA Foundation Members. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Council Members but:

(a) Council Members may be paid interest at a reasonable rate on money lent to the Charity;

(b) Council Members may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

- (c) Council Members who are beneficiaries may receive charitable benefits in that capacity.

10.2 A Council Member must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Articles 4.23, 10.1(a), 10.1(b), 10.1(c), 10.3 or 13;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (c) payment to any company in which a Council Member has no more than a 1% shareholding;
- (d) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

10.3 Any Council Member (or any Person Connected to a Council Member whose remuneration might result in a Council Member obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) any conflict of interests is authorised by the unconflicted Council Members in accordance with Article 6.9;
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.10;
- (d) in any financial year, no more than one half of the Council Members are subject to such a contract (or have a person connected to them who is subject to such a contract).

11. RECORDS & ACCOUNTS

11.1 The Council must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

11.2 The Council must keep proper records of:

- (a) all resolutions of RDA Foundation Members passed otherwise than at a general meeting;
- (b) all proceedings at general meetings;
- (c) all proceedings at meetings of the Council;
- (d) all reports of committees; and
- (e) all professional advice obtained.

11.3 The records referred to in Articles 11.2(a), 11.2(b) and 11.2(c) must be kept for 10 years from the date of the resolution, general meeting or Council meeting, as relevant.

11.4 Accounting records relating to the Charity must be made available for inspection by any Council Member at any reasonable time during normal office hours.

11.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Council Member, free of charge. A copy of either

document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

12. GUARANTEE

12.1 The liability of RDA Foundation Members is limited.

12.2 Every RDA Foundation Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while he was a RDA Foundation Member.

13. INDEMNITY

The Charity shall indemnify every Council Member in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

14. WINDING UP

14.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

14.2 A final report and statement of account must be sent to the Commission.

15. PROCEEDINGS OF RDA FOUNDATION MEMBERS

General Meetings

- 15.1 RDA Foundation Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 15.2 There is a quorum at a general meeting if the number of RDA Foundation Members present in person or by proxy is at least one third (or the whole number nearest one third) of the RDA Foundation Members.
- 15.3 Either of the Co-Chairs or (if they are both unable or unwilling to do so) a Council Member elected by those present presides at a general meeting.
- 15.4 A general meeting may be called at any time by the Council.
- 15.5 A general meeting may be called on a Written request to the Council from at least 5% of the RDA Foundation Members.
- 15.6 On receipt of a Written request made pursuant to Article 15.5, the Council must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

Appointment of Proxies

- 15.7 Proxies may only be validly appointed by a notice In Writing which:
- (a) states the name and address of the RDA Foundation Member appointing the proxy;
 - (b) identifies the person appointed to be that RDA Foundation Member's proxy and the general meeting in relation to which that person is appointed;

- (c) is signed by the RDA Foundation Member appointing the proxy or is authenticated in such manner as the Council may determine;
 - (d) is delivered to the Charity in accordance with Article 16.2;
 - (e) is received by the Charity at least 24 hours before the meeting to which it relates.
- 15.8 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 15.9 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 15.10 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 15.11 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 16.2, a notice given by or on behalf of the RDA Foundation Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

Voting at General Meetings

- 15.12 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 15.13 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.

- 15.14 Subject to Article 15.15, every RDA Foundation Member present in person or by proxy has one vote on each issue.
- 15.15 A person who has been appointed as proxy for more than one RDA Foundation Member has only one vote on a show of hands.
- 15.16 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 15.17 A poll may be demanded by:
- (a) the chair of the meeting;
 - (b) any Council Member;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person representing at least 10% of the total voting rights of all the RDA Foundation Members present at the meeting and having the right to vote on the resolution.
- 15.18 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.
- 15.19 Polls must be taken immediately and in such manner as the chair of the meeting directs.

Written Resolutions

- 15.20 Subject to Article 15.26, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 15.21 A written resolution may be proposed by the Council or by 5% or more of the RDA Foundation Members (on written request to the Council).
- 15.22 The Council must circulate any proposed written resolution to all RDA Foundation Members, together with:
- (a) any accompanying statement;
 - (b) guidance on how to signify agreement to the resolution; and
 - (c) the date by which the resolution must be passed if it is not to lapse.
- 15.23 A RDA Foundation Member signifies agreement to a proposed written resolution when the Charity receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 15.24 Subject to Article 15.25, a written resolution is passed when:
- (a) in the case of an Ordinary Resolution, a simple majority of all the RDA Foundation Members have signified their agreement to it; and
 - (b) in the case of a Special Resolution, at least 75% of all the RDA Foundation Members have signified their agreement to it.
- 15.25 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 15.26 The following may not be passed as a written resolution:
- (a) a resolution to remove a Council Member before his period of office expires; and

- (b) a resolution to remove an auditor before his period of office expires.

16. COMMUNICATION WITH RDA FOUNDATION MEMBERS

16.1 The Charity may validly send or supply any document (including any notice) or information to a RDA Foundation Member:

- (a) by delivering it by hand to the address recorded for the RDA Foundation Member in the register of RDA Foundation Members;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the RDA Foundation Member in the register of RDA Foundation Members;
- (c) by fax to a fax number notified by the RDA Foundation Member In Writing;
- (d) by electronic mail to an email address notified by the RDA Foundation Member In Writing; or
- (e) by means of a website the address of which has been notified to the RDA Foundation Member In Writing;

in accordance with the provisions of the Companies Acts.

16.2 RDA Foundation Members may validly send any notice or document to the Charity:

- (a) by post to
 - (i) the Charity's registered office; or
 - (ii) any other address specified by the Charity for such purposes;
- (b) to any fax number or email address provided by the Charity for such purposes.

17. DISPUTES BETWEEN RDA FOUNDATION MEMBERS

If a dispute arises between RDA Foundation Members about the validity or propriety of anything done by the RDA Foundation Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

18. INTERPRETATION

18.1 In the Articles:

Articles	means these articles of association;
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);
Co-Chairs	means the two co-chairpersons of the Council;
Charities Acts	means the Charities Acts 1992 to 2011;
Charity	means the company governed by the Articles;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act 2011;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;

Commission	means the Charity Commission for England and Wales;
Companies Acts	means the Companies Acts 1985 to 2006;
Council Member	means a director of the Charity and Council means all of the directors;
Financial Expert	means a person who is reasonably believed by the Council to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;
Governance Document	means the Governance Document adopted by the Council;
Interest Groups	means the interest groups established to advance the Charity's Objects by exchanging knowledge and exploring and defining barriers to data sharing in specific focussed areas and potential means of enhancing and facilitating global open data sharing in those areas;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Memorandum	means the Memorandum of Association of the Charity;
Month	means calendar month;
Nomination Committee	means the committee whose delegated authority includes nominating new Council Members;

Objects	means the objects of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the RDA Foundation Members that is passed by a simple majority;
Person Connected to a Council Member	means (a) a child, parent, grandchild, grandparent, brother or sister of a Council Member; (b) the spouse or civil partner of a Council Member or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Council Member or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Council Member or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Council Member or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
Properly Incurred	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;
RDA Foundation Member and RDA Foundation Membership	refer to membership of the Charity for the purposes of the Companies Acts;

Relevant Liability

means a liability incurred by a Council Member (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Council Member towards the Charity;

Secretary General

means the Chief Executive Officer and Secretary of the Charity;

Special Resolution

means a resolution of the RDA Foundation Members that is passed by a majority of 75% or more;

Taxable Trading

means carrying on a trade or business on a continuing basis for the principal purpose of

raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

Working Groups

means the working groups established to conduct focussed 12 to 18 month projects designed to advance the Charity's Objects by progressing specific and measurable outcomes;

Written or In Writing

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

Year

means calendar year.

- 18.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.
- 18.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.4 References to one gender shall include any other gender.
- 18.5 Articles 3, 4.23, 10 and 14 must not be changed without the prior Written authorisation of the Commission.
- 18.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.