

**PROPOSED**

**Memorandum**

**and**

**Articles of Association**

**The International Society for Quality  
in Healthcare Limited**

**COMPANIES ACTS, 1963 TO 2009**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE INTERNATIONAL SOCIETY FOR QUALITY IN HEALTH CARE LIMITED**

1. The name of the Company is The International Society for Quality in Health Care Limited.
2. The main objects of the Company are
  - (a) To promote quality and safety improvement in healthcare internationally in both the public and private sectors on a continual bases in health care which may include social care internationally in both the public and private sectors, among politicians, senior government officials, industry, representatives of the media, health institution managers, educators, health care providers, consumers and purchasers of health care.
  - (b) To focus on the methodologies needed to facilitate quality in health care which may include social care and to develop programmes and activities, related to these.
  - (c) To organise scientific meetings of the Company and to encourage the organisation of such meetings on both a global and a regional basis.
  - (d) To prepare, draft, write and publish any newsletter, journal, book or publication of any kind which may be circulated or published in any format whether printed or by electronic methods as may be determined by the Board.
  - (e)
    - (i) To promote internationally the external evaluation of health care systems.
    - (ii) To provide a programme of performance assessment based on internationally agreed methods for the assessment and accreditation of the healthcare standards of external evaluation bodies including, but not limited to, those involved in the accreditation of healthcare organisations and any other programmes which may be required or developed as determined by the Board.
  - (f) To promote research and education in quality improvement in health care which may include social care, with particular regard to cost effectiveness, cost benefit and cost

utility analysis, clinical epidemiology and measures of quality of life and consumer satisfaction.

- (g) To foster and maintain relationships with other international and regional organisations concerned with assuring quality improvement and the maintenance of optimal standards in health care which may include social care or any other activity which may complement the aims of the Company as determined by the.

The Society may exercise any or all of the powers herein set out in pursuit of its objectives:

- (h) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Company. To construct, maintain, and alter any buildings, or works necessary or convenient for the purposes and in pursuit of the objects of the Company.
- (i) To take any gift of property, whether subject to any special trust or not, for the object of the Company.
- (j) 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 Company, in the shape of donations, annual subscriptions, or otherwise.
- (k) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
- (l) To borrow and raise money in such manner and upon such security as the Company may think fit.
- (m) To invest the monies of the Company 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.
- (n) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Company.
- (o) To establish and support, and to aid in the establishment and support of any other companies, in any jurisdiction, formed for similar objects to this Company.
- (p) To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to that of this Company, in any jurisdiction.
- (q) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of anyone or more of the companies, institutions, societies or associations with which this Company is authorised to amalgamate.

- (r) To transfer all or any part of the property, assets, liabilities and engagements of this Company to anyone or more of the companies, institutions, societies or associations with which this Company is authorised to amalgamate.
- (s) 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:

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
  - (ii) The Company shall not support with its fund any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Company would make it a trade union.
3. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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 Company. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the council of management or governing body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any 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 Company; 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 not hold 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.
4. The liability of the Subscriber Members is limited.
5. Every Subscriber Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Subscriber Member, or within one year after he ceases to be a Subscriber Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Subscriber 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 one euro.
6. If upon the winding up or dissolution of the Company 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 Company, but shall be given or transferred to some other charitable

institution or institutions having objects similar to the objects of the Company, 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 Company under or by virtue of clause 3 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some charitable object.

7. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

**COMPANIES ACTS, 1963 TO 2009**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**THE INTERNATIONAL SOCIETY FOR QUALITY IN HEALTH CARE LIMITED**

**PRELIMINARY**

1. In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not consistent with the subject or context-

<b>Words</b>	<b>Meanings</b>
Accreditation	A public recognition of the achievement of standards by an organisation demonstrated through independent assessment in relation to set standards.
Accreditation Federation	Special Interest Group of the Board
Affiliate	A recognised entity with a relationship with a peer or a larger entity.
Articles	These Articles of Association as originally framed or as altered from time to time in accordance with the Statutes.
Board	The Board of Directors of ISQua as provided for in these Articles who guide strategic direction and ensure key operational decisions made for the organisation
Chief Executive Officer	The Person appointed by the Board in accordance with these Articles
Company or ISQua	The International Society for Quality in Health Care Limited.

Facsimile Signature	The reproduction of any authorised signature by a photographic, photostatic or scanned device.
Honorary Advisors	Any individual, corporate body, organisation, foundation, society, association or body of any kind who by invitation from the Officers advises the Board on matters pertaining to the objectives of the Company.
International Office	The location of the permanent office of ISQua.
Individual	A natural person.
Institutional	A corporate body, organisation, foundation, society, association or body of any kind.
Members	To include Subscriber Members as mentioned above and any Member of any kind as set out in the Articles who has applied and been approved by the Board for membership to the Company.
Officer	The President, the Immediate Past President, the President-Elect, the Honorary Treasurer.
Presidents Report	A report on presented by the President to the Annual General Meeting.
Regional Patrons	An individual, corporate body, organisation, foundation, society, association or body of any kind who are deemed to be champions and have knowledge of a region of the world and by invitation from the Officers can be involved in Board matters pertaining to the objectives of the Company.
Scientific Meetings	An academic conference for researchers and others involved in research and education to present and discuss their work.
Society Year	The financial period of one year, specified as the calendar year commencing on the 1 <sup>st</sup> day of January until the 31 <sup>st</sup> day of December.
Special Interest Groups	A community appointed by the Board with an interest in advancing a specific area of knowledge or learning where members cooperate to effect or to produce solutions within their particular field.

Statutes	The Companies Acts, 1963 to 2009 <sup>1</sup> and every statutory modification or re-enactment thereof for the time being in force.
Subscriber Members or subscribers	Those persons who undertake to contribute to the winding up of the Company up to an amount not exceeding €1.00 in accordance with Regulation 5 of the Memorandum of Association of the Company.

Words importing the singular number only, shall include the plural number, and vice versa.  
 Words importing the masculine gender only, shall include the feminine gender.  
 Words importing persons shall include corporations and institutions.

Subject as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

2. The subscribers to the Memorandum of Association of the Company shall be the persons named as the first Directors of the Company and such other persons as shall be admitted as Directors in accordance with these regulations and none others shall be known as subscriber members and shall be entered in the Register of Members, as defined by the Statutes, **Subscriber** Members shall also be Members of the Company.
3. For the purpose of registration the number of Subscriber Members of the Company is declared to be seven but the Board may register an increase in the number of members whenever they think fit.

### **MEMBERSHIP**

4. There shall be classes of Members of ISQua, including but not limited to:
  - i. Individual Members,
  - ii. Institutional/Affiliate Members,
  - iii. Life Members

#### 5. *Rights and Privileges of Members*

Membership rights and privileges are set out in the Board Operating Framework which may be amended by Board resolution from time to time.

#### 6. *Register of Members*

- (a) The Chief Executive Officer of ISQua shall establish and maintain a Register of Members of ISQua specifying the name and address of each Member, together with the date on which that person or institution became a Member.

(b) The Register of Members shall be kept at the registered office of ISQua.

7. *Membership Fees*

The Board may from time to time fix the amount and manner and time of payment of Membership Fees.

**MEETINGS OF MEMBERS**

8. *Member Forums*

ISQua shall hold Member forums and meetings from time to time, as determined by the Board.

9. *Scientific Meetings*

ISQua may hold Scientific Meetings as required. No business of ISQua will be conducted at a scientific meeting.

**GENERAL MEETINGS**

10. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and not more than fifteen (15) months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place, as the Board shall determine. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Board may at any time call an Extraordinary General Meeting with twenty-one (21) days notice. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as is provided by the Statutes.
12. The Board may whenever they think fit and shall on a requisition made in writing by any five (5) or more Members convene an Extraordinary General Meeting. The requisition must state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Company.
13. On receipt of the requisition the Board shall forthwith proceed to convene a General Meeting. If they do not proceed to cause a meeting to be held within twenty-one (21) days from the date of the requisition being so deposited the requisitionists or any other four (4) Members may themselves convene a meeting.

**PROCEEDINGS AT GENERAL MEETING**

14. *Period of notice of Annual General Meeting*

The Board shall give twenty-one (21) days written notice of the next Annual General Meeting.

15. *Further Provision as to Annual General Meeting*

At the Annual General Meeting ISQua shall transact the following business in the following order:

- (a) reading of the Notice of Meeting;
- (b) recording of apologies;
- (c) reading and confirmation (by resolution) of the Minutes of the previous Annual General Meeting;
- (d) reading of a Report of the President to ISQua on the activity of ISQua during the preceding Society Year;
- (e) tabling of the Honorary Treasurer's Report;
- (f) tabling of the accounts of ISQua and the Auditor's Report;
- (g) election of Members of the Board;
- (h) election of an Auditor;
- (i) setting the date for the next Annual General Meeting.

16. *Further Provision as to Annual General Meeting*

A General Meeting may discuss general business of ISQua but may not pass a special resolution on any matter or motion for which at least twenty-eight (28) days written notice has not been given to all Members, or in the case of any proposal for dissolution of ISQua, at least sixty (60) days prior written notice.

17. *Visitors*

A visitor may attend an Annual General Meeting only with the expressed prior permission of the President, or in his/her absence, any other Officer of ISQua.

18. *Quorum at Annual General Meeting*

A quorum at an Annual General Meeting shall be fifteen (15) Members present at the beginning of the meeting. Business may continue to be validly transacted at the meeting even though the number present falls below the number required for a quorum.

19. *Procedure if No Quorum*

If, within fifteen (15) minutes from the meeting time appointed, no quorum shall be present at the Annual General Meeting convened by the Board it shall stand adjourned, and a time and place

immediately set for the adjourned meeting and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, the Members present shall be a quorum and shall be entitled to conduct the business of the meeting.

20. *Chairperson of Annual General Meeting*

The President of ISQua or in his/her absence the Immediate Past President or in his/her absence a Member of the Board elected by the Board shall act as Chairperson of an Annual General Meeting.

21. *Chairperson's Powers*

The Chairperson of the Annual General Meetings shall:

- (a) have a casting vote (in addition to his/her own vote) in the case of an equality of votes;
- (b) decide the order of business (other than as is set out in these Articles);
- (c) decide all points of order;
- (d) decide whether a vote shall be on voices alone or also on show of hands except that any one Member may demand a written ballot.

22. *Voting at Annual General Meeting*

Any resolution at an Annual General Meeting shall, except where otherwise provided in these Articles, be carried if voted for by a simple majority of those present in person and entitled to vote and voting and those voting by proxy in accordance with these Articles.

23. *Voting by Proxy*

A Member may appoint another Member (including the President) to be his/her proxy to attend and vote on behalf of the First Member on any resolution with respect to a particular motion, either at the discretion of the proxy or in accordance with the directions of the Member. The appointment shall be in writing and shall be lodged with the Chief Executive Officer at least one (1) hour before the meeting in respect of which it is given.

24. *Evidence of Proceedings*

Minutes of the proceedings of every Annual General Meeting shall be entered and kept in a Minute Book and such Minutes when signed shall be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted at a meeting duly convened and held and shall be binding on all Members of ISQua. Such Minutes shall be signed by the Chairperson of the meeting at which the proceedings were held, or by the Chairperson of the next succeeding meeting.

25. *Adjournment*

The Chairperson may, with the consent of an Annual General Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn the meeting from time to time and from

place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

26. *Publication of the President's Report*

Within ninety (90) days of the Annual General Meeting, copies of the President's Report, as read at the Annual General Meeting, will be circulated to all Members of ISQua.

27. *Alteration of the Constitution*

- (a) The Memorandum and Articles of Association of ISQua may be altered or amended by three fourths of the members present in person at a General Meeting or by proxy, provided such proposal, alteration or amendment has been submitted to the Membership, by publication or otherwise, at least twenty-eight (28) days prior to the date of such vote.
- (b) The Memorandum and Articles of Association shall not be altered except in accordance with the Statutes.

**POLL**

- 28. The Board may from time to time determine that a poll of Members of ISQua or any class of such Members shall be taken by postal vote on any matter relating to the affairs or business of ISQua and it may determine the manner in which any such poll shall be taken and in which the votes thereof shall be dealt with and counted. The result of any such poll shall be binding on the Board.
- 29. At any General Meeting, unless a poll is demanded by the Chairman, or in writing, by at least three (3) Members, voting shall be by a show of hands and a declaration by the Chairman that a resolution has been carried and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 30. If a poll is demanded in manner aforesaid, the same shall be taken at such time and in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.
- 31. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and every vote not disallowed at such meeting or poll shall be deemed valid for all purposes whatsoever.
- 32. Each Member of the Company shall have one (1) vote only whether on a show of hands or on a poll.
- 33. A Member may vote personally or on a poll by proxy but such proxy must be in favour of and can only be used by a Member (unless in the case of a representative of an Institution). Proxies may be in the usual common form but must be delivered to the Secretary or sent so as to reach him/her at least one (1) hour before the time for which the meeting is summoned.

34. No Member shall be entitled to be present or to vote on any question either personally or being an Institution through its representative at any General Meeting or be reckoned in a quorum unless all (if any) moneys due by him/her to the Company have been paid.

### **DIRECTORS**

35. The first Directors of the Company shall be appointed by a memorandum in writing signed by the subscribers hereto.
36. The Company is to keep at its registered office a register containing the names and address and occupations of its Directors, and is to send to the Registrar of Companies a copy of such register, and shall from time to time notify to the Registrar any change that takes place in such Directors as required by the Statutes.

### **THE BOARD**

37. *Board to Administer Society*

Subject to these Articles the governance of ISQua shall be carried out by the Board constituted in accordance with this Clause and that Board shall be empowered to exercise all the powers which ISQua may exercise and to do all the acts and things ISQua may do. The Board may from time to time and for any period deemed necessary by the Board appoint Honorary Advisors or Regional Patrons as they see fit to advise the Board as and when required, however such Honorary Advisors or Regional Patrons shall not constitute part of the Board unless duly elected in accordance with Article 36 below.

38. *Composition of the Board*

- (a) The Board shall have not more than nine (9) Members comprising:
- i. Not more than four (4) and not fewer than three (3) members who shall be Individual Members elected by Individual Members of ISQua.
  - ii. Not more than four (4) and not fewer than three (3) members who shall be Institutional Members elected by Institutional Members ISQua.
  - iii. And the Immediate Past President
- (b) The Chief Executive Officer will be secretary to the Board.

39. *Election of the Board*

The following provisions shall apply to the election of the Board.

- (a) The President-Elect shall be elected by the members from the members of the Board at the time the election is called for a period of two (2) years after which the President-Elect assumes the position of President for two years (2) followed by the position of Immediate Past President for two (2) years.

- (b) Board members will be elected for a period of three (3) years and at any time may serve no more than two (2) consecutive terms of three (3) years. To ensure continuity, only one-third of the members of the Board may go forward for election at any one time, this number should be made up of those longest in office, but as between members of the Board who became directors on the same day, those to retire shall (unless otherwise agreed) be determined by lot. At the discretion of the Board, a Board member may exceed the maximum term of six (6) years in order to facilitate their serving as an Officer of the Board, if so elected.
- (c) The retiring Members of the Board shall be deemed to have retired before the Annual General Meeting for the purpose of the elections referred to in this Sub-Clause, but for all other purposes shall be deemed to hold office until the conclusion of the Annual General Meeting.
- (d) At least one hundred and twenty (120) days before the Annual General Meeting in 1995 and thereafter in every third year, the Chief Executive Officer shall send to all Members a circular stating the number of places on the Board requiring to be filled and calling for nominations.
- (e) Nominations for election to the Board as an Individual Member shall be proposed and seconded by Individual Members in writing and together with the nominee's written consent to serve, shall be lodged with the Chief Executive Officer of ISQua not less than sixty (60) days before the Annual General Meeting.
- (f) Nominations for election to the Board of a representative of an Institutional Member shall be proposed and seconded by Institutional Members in writing and together with the nominee's written consent to serve, shall be lodged with the Chief Executive Officer of ISQua not less than sixty (60) days before the Annual General Meeting.
- (g) If the number of nominations does not exceed the number of vacancies the Chairperson of the Annual General Meeting shall declare the nominated candidates duly elected.
- (h) In the event that there are more candidates than vacancies, the election shall be by written ballot.
- (i) The ballot papers shall be circulated to each Member entitled to vote with the notice of the Annual General Meeting.
- (j) Only members registered with all fees paid at no later than one month prior to the closing date for nominations will be eligible to vote.
- (k) If a person, who is an Individual Member and also the nominated representative of an Institutional Member, is nominated for an Individual Member position on the Board, they are ineligible to be nominated for the Board as an Institutional Member position.
- (l) An Individual Member wishing to vote for Individual Members of the Board shall do so by marking the ballot paper as directed and returning it to the appointed returning officer at least three (3) weeks prior to the Annual General Meeting, failing which any votes shall be declared null and void.

- (m) An Institutional Member wishing to vote for Institutional Members of the Board shall do so by marking the ballot paper as directed and returning it to the appointed returning officer at least three (3) weeks prior to the Annual General Meeting, failing which any votes shall be declared null and void.
- (n) Those candidates with the largest numbers of votes gained will be elected, however in the event of a tied vote, the President shall have the casting vote and any decision made by them shall be final.
- (o) The Chief Executive Officer will act as the returning officer for the election and he/she shall have an absolute discretion to disregard any discrepancy in procedure which he/she regards as insubstantial. If he/she regards any discrepancy as substantial, the matter should be referred to the Board. Upon completion of the election he/she shall convey the results to the Chairperson of the Annual General Meeting, whether or not the meeting shall have concluded, and the Chairperson shall declare the poll.

#### 40. *Officers of ISQua*

- (a) The President, President-Elect having been elected by the members, shall appoint an Honorary Treasurer from among the members of the Board.
- (b) Besides the President and the President-Elect, the Officers of ISQua shall be the Immediate Past President and the Honorary Treasurer.
- (c) Any casual vacancy among the Officers of ISQua, save that of Immediate Past President, shall be filled by the Board but any Officer so appointed shall hold Office only until such time as the Office in whose place he/she was appointed would have left the Office. A casual vacancy of the Immediate Past President shall remain unfilled until the next election of the Board.
- (d) Any Office of ISQua shall ipso facto be vacated by the Member of the Board holding the same if such Member ceases to be a Member of the Board for any reason whatsoever, and in such event a casual vacancy in such Office shall be deemed to have arisen.

#### 41. *Board Vacancies*

- (a) If a casual vacancy occurs on the Board then the Board may appoint a Member of ISQua to fill the vacancy but any person so appointed shall be appointed for such period as the person in whose place he/she was appointed.
- (b) The members for the time being of the Board may act notwithstanding any vacancy in their body provided always that in the case the Members of the Board shall at any time be, or be reduced in number to less than a quorum. It shall be lawful for them to act as the Board for the purposes of filling vacancies in their body or giving notice of an Annual General Meeting but not for any other purposes.

#### 42. *Vacation of Office*

The Office of a Member of the Board shall become vacant:

- (a) upon his/her decease;

- (b) if he/she or his or her organisation ceases to be a Member of ISQua;
- (c) if he/she becomes incapacitated as a result of mental or physical illness to a degree which renders him or her incapable of reasonably carrying out the duties of Office;
- (d) if he/she resigns his/her Office by notice in writing to ISQua;
- (e) if he/she fails to attend three consecutive Board meetings in any one calendar year without sufficient explanation.

And in these circumstances the Board will decide if the position should be declared vacant and the vacancy so arising shall be deemed to be a casual vacancy and the provisions of Article 37 shall apply.

#### 43. *Meetings of the Board*

The Board may meet at such place, at such times and in such manner as it shall determine.

- (a) A resolution in writing signed by all the members of the Board entitled to receive notice of a meeting of the Board shall be as valid and effective for all purposes as if it had been passed at a meeting of the Board duly convened and held. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member of the Board to sign. The signatures may be facsimiles or Electronic Signatures and the resolution may be signed in as many counterparts as necessary, but shall be combined together and inserted into the Minute Book of the Company.
- (b) A meeting of the Board may consist of a telephone meeting between a number of Members of the Board, being not less than a quorum, who are not in the one place at the same time if:
  - i. all the Members of the Board are able to be linked by conference telephone or other form of communications equipment (whether in use when the Clause is adopted or developed subsequently), or by a combination of these methods; and
- (c) each of the Members of the Board taking part in the telephone meeting is able:
  - to hear every other Member of the Board participating in the telephone meeting who addresses the telephone meeting; and
  - to address simultaneously every other Member of the Board participating in the telephone meeting if he/she so wishes, whether directly or by use of the communications equipment.
- (d) Each Member of the Board taking part in the telephone meeting shall be deemed to be present at the meeting.
- (e) No Member of the Board may leave a telephone meeting by disconnecting his/her communications equipment unless he/she has previously obtained the express consent of the Chairperson of the meeting and a Member of the Board shall be conclusively presumed to be present and to have formed part of the quorum at all times during the

meeting unless he/she had previously obtained the express consent of the Chairperson to leave the meeting.

Minutes of the proceedings of a telephone meeting or a meeting held in person shall be sufficient evidence of those proceedings. The affixation of the Electronic Signature of the Chairperson of the meeting shall be deemed to satisfy the requirements of section 145(2) which requires the signature of the Chairman.

- (f) A telephone meeting shall be deemed to take place at the place where the largest group of participating Members of the Board is assembled or, if no such group is readily identifiable, at the place from which the Chairperson of the meeting participates.
- (g) Nothing in this Clause restricts the generality of the power of Members of the Board to regulate their proceedings as they think appropriate.
- (h) This Clause applies also to the proceedings of any Committee to which the Board has delegated any of its powers, any Standing Committee of the Board and any other Committee appointed from time to time by the Board.
- (i) Meetings of the Board shall be chaired by the President or in his/her absence by the Immediate Past President. In the event that neither is present at a meeting, those Members of the Board present shall elect a Chairperson so elected shall report to the President of the Board on the proceedings of the meeting as soon as practicable after the meeting.
- (j) A Member of the Board may as vote at a meeting of the Board on any contract, arrangement, matter or thing wherein he is interested, whether directly or indirectly, provided that due notice of the fact that he is so interested shall have been previously given by such Member to the Board.
- (k) The Board may make a payment to a Member for services rendered by or property acquired from that person in a special or private capacity, or in the case of Members of the Board, may contribute towards expenses incurred in carrying out their duties of office.
- (l) The Board may invite any person to attend a Board meeting in any capacity and for any reason as determined necessary by the Board. Such persons may participate in discussions of the Board but shall not have a vote at any such meetings.

#### 44. *Quorum at Meetings of the Board*

A quorum of any meeting of the Board shall be half the number of Members of the Board or, where the number of Members is an uneven number, the next whole number. When a quorum is not present no vote shall be taken but the Board may discuss matters and make recommendations which shall then be reported to the next full meeting of the Board for its decisions.

#### 45. *Validation of Acts*

All acts of the Board or any Committee or any person acting as an Officer of ISQua shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any Member of the Board or Committee or person acting as aforesaid or that any

such Member of the Board or Committee or person was disqualified, be as valid as if such Member of the Board or committee or person had been duly appointed and we qualified as such.

46. *Authority to Act*

The President shall during the intervals between meetings of the Board exercise such of the functions, powers and discretions of the Board, the management and direction of the business and the conduct of the affairs of ISQua as may be entrusted to him/her from time to time by the Board or such as the President in case of emergency in his/her absolute discretion may deem it necessary to exercise.

**MANAGEMENT OF ISQua**

47. *ISQua Managed by the Board*

Subject to the provisions of the Memorandum of Association and of these Articles, the Board shall have power to manage and superintend the affairs of ISQua and to act in its name and for that purpose to order the Seal of the Company to be affixed to any deed or other document, and generally may exercise all such powers and do all such acts as may be exercised and done by the Company and as are not required by law or by these Articles to be exercised or done by the Company in General Meeting.

48. *Powers of the Board*

- (i) The Board may exercise all of the powers exercisable by ISQua under these Articles.
- (ii) The Board shall have power to award accreditation in accordance with its programme of performance assessment of external evaluation bodies.
- (iii) The Board shall have the power to develop and run educational activities of any kind in furtherance of the objectives of ISQua.

49. *By-Laws*

The Board may from time to time make and rescind alter modify or add to By-Laws in respect of the whole or any part of the conduct of the activity of ISQua. All By-Laws made under this Clause shall be consistent with the provisions of these Articles.

50. *Chief Executive Officer*

- (a) The Chief Executive Officer shall be appointed by the Board on a contractual basis and shall be resident in the country in which the International Office is located.
- (b) The Chief Executive Officer shall, inter alia:
  - i. The Chief Executive shall not be a member of the Board, but shall attend all Board meetings;

- ii. Be responsible for the general administration including the development of strategic and business plans and financial management of ISQua under the direction of the Board or, as provided under these Articles, the President;
- iii. Act as the Secretary of the Board;
- iv. Be responsible for maintaining the Statutory Registers of ISQua;
- v. Be responsible for maintaining the Memorandum and Articles of Association of ISQua and ensuring that the provisions of the Memorandum and Articles of Association are adhered to at all times;
- vi. Be responsible for minuting all meetings of ISQua, ensuring that Minutes are signed and for maintaining the Minute Book;
- vii. Be responsible for the conduct of elections for Members of the Board and shall act as returning officer;
- viii. Organise the Annual General Meeting and any scientific meetings of ISQua;

## **COMMITTEES**

### 51. *Appointment of Committees*

The Board may from time to time appoint any Committee deemed desirable. Any such Committee shall not be recognised unless the Minutes of the meeting at which it was constituted states its composition, terms of reference and life expectancy. The President and Chief Executive Officer shall be ex officio Members of all Committees.

### 52. *Delegation of Functions to Committees*

The Board may delegate in whole or in part any power or function of the Board to any Committee constituted by the Board under the preceding Clause. Any such Committee shall in the exercise of its powers conform to any conditions imposed on it by the Board.

### 53. *Special Interest Groups*

The Board may create special interest groups to promote particular objects of the Company. The scope, terms and conditions of such groups will be determined by the Board.

- i The Board may create an Accreditation Federation members for which will come from ISQua institutional members who are involved in accreditation or external evaluation who apply for membership of the Federation.

## **LOGO**

### 54. *Use of Name and Logo of ISQua*

The Board shall approve any use of the name and logo of ISQua prior to such use.

### **SEAL**

55. The Common Seal of ISQua shall be kept at the registered office in the State. Any copy seals held outside the State must be done so in strict accordance with Section 41 of the Companies Act, 1963.
56. The Common Seal shall not be affixed to any instrument except the authority of the Board and the affixing of the Common Seal shall be attested by the signatures of two (2) Members of the Board.

### **CUSTODY OF RECORDS**

57. Except as otherwise provided in these Articles or agreed by the Board, the Chief Executive Officer shall keep in his or her custody or under his or her control all books, documents and securities of ISQua.

### **SOURCE OF SOCIETY FUNDS**

58. The Funds of ISQua shall be derived from entrance fees, annual subscriptions, donations and such other sources as the Board determines.

### **ACCOUNTS & AUDITOR**

59. *Accounts*
  - (a) All cheques, drafts, bills of exchange, promissory notes, and other negotiable instruments shall be signed by two (2) members approved by the Board for this purpose.
  - (b) The Board shall cause all records to be kept and, at least once after the completion of each Society Year in respect of that Society Year cause accounting reports to be made, or several separate accounts to be made of all the property, financial transactions and affairs of ISQua in such a manner as required under these Articles.
60. *Annual Accounts*
  - (a) Until otherwise decided by the Board such accounting reports shall include a statement of all receipts and expenditures during each Society Year and a statement of all of the property and liabilities of ISQua at the end of that Society Year with such reconciliation as may be necessary, both of which shall be submitted to the Annual General Meeting for approval.

- (b) The framing of a budget and preparation of the accounts shall be the responsibility of the Honorary Treasurer, in consultation with the Chief Executive Officer as appropriate.

61. *Auditor*

- (a) The Auditor shall be elected at the Annual General Meeting for such period and on such terms as the Board shall think fit. Any casual vacancy in the office of Auditor may be filled by the Board, but only until the date of the next Annual General Meeting.
- (b) The Auditor shall examine all financial records and data of ISQua, and furnish a report thereon. The Board shall attach the report of the Auditor to the accounts of ISQua when tabling the same at the Annual General Meeting.
- (c) Audits shall be conducted at regular intervals of not more than twelve (12) months.
- (d) An Auditor shall not be a Member of ISQua or closely related financially or otherwise to a Member of the Board.

62. *Society to Be Non-Profit*

The property and income of ISQua shall be applied solely and exclusively to the promotion of its objectives.

**DISSOLUTION OF ISQua**

63. The Society may at any time, with the consent of a majority of three-quarters of the Members present in person at an Annual General Meeting and entitled to vote and voting or voting by proxy in accordance with the Constitution, be dissolved. At least sixty (60) days written notice must be given of any proposal to dissolve ISQua.

64. *Surplus Property after Dissolution*

If, after dissolution or winding up of ISQua, 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 ISQua but shall be given or transferred to some other society or institution having objectives similar wholly or in part to the objectives of ISQua and which shall prohibit the distribution of its or their income among its or their Members, or some charitable objective or objectives which society, institution or objective shall be determined by the Members of ISQua at or before the time of dissolution or winding up.

**NOTICES**

65. A notice may be served by the Company upon any Member either personally or by being left at his registered address or by sending it through the post in a prepaid letter addressed to such Member at his registered address. As regards those Members who have no registered address

in the Republic of Ireland, Great Britain or Northern Ireland, a notice posted up in the office shall be deemed to be well served on them at the expiration of 24 hours after it is so posted.

66. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such notice it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put in the Post Office.
67. Notices may also be delivered by electronic mail. Provision of an electronic mail address shall be sufficient consent by any member of the society to delivery of any notices by email. Confirmation of delivery shall not be required in the event of delivery by electronic mail and such electronic mail shall be deemed to be served on the day the electronic mail has been sent.

### **INDEMNITY**

68. Every Member of the Board and every Member of a committee and every other officer or servant of the Company (other than the Auditor) unless otherwise stipulated by agreement, shall be indemnified by the Company against all costs, losses and expenses (including travelling expenses) which any such Member of the Board or Member of a committee, officer or servant, may incur or become liable to by reason of any contract entered into or any act or thing done by him as such officer, or in any way in the discharge of the duties of his office, except such costs, losses or expenses shall have been incurred or occasioned by his own wilful act or default.
69. Every Member of the Board, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Members of the Board out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in the discharge of his duties, including travelling expenses
70. Subject to section 200 of the Companies Act, 1963, no Member of the Board or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Member of the Board or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Members of the Board for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.