

**MEMORANDUM OF ASSOCIATION**

**of the**

**COMMITTEE ON  
PUBLICATION ETHICS  
(COPE)**

**Revised 03 May 2011**

THE COMPANIES ACTS 1985 AND 1989  
Company Limited By Guarantee  
And Not Having A Share Capital

**MEMORANDUM OF ASSOCIATION**  
of  
**COMMITTEE ON PUBLICATION ETHICS**

- 1** The name of the company (hereinafter called "the Charity") is "COMMITTEE ON PUBLICATION ETHICS".
- 2** The registered office of the Charity will be situated in England and Wales.
- 3** The objects for which the Charity is established ("the Objects") are to educate and advance knowledge in methods of safeguarding the integrity of the scholarly record for the benefit of the public.
- 4** In furtherance of the Objects, but not otherwise, the Charity may exercise the following powers:-
  - 4.1** to provide a forum for meetings of editors, publishers and others associated with the publication of scholarly and/or peer reviewed journals;
  - 4.2** to provide guidance on publication, research and other allied subjects to editors, investigators and authors associated with scholarly publications;
  - 4.3** to provide guidelines and a code of practice to publishers, editors and others in matters relating to suspected breaches of research and publication ethics;
  - 4.4** to provide advice on dealing with any misconduct raised in connection with clause 4.3 and such code of practice;
  - 4.5** to hold or arrange meetings, seminars, lectures, conferences, training courses and exhibitions either alone or with others for members and non-members;
  - 4.6** to award scholarships, bursaries and prizes in connection with the Objects;
  - 4.7** to foster and promote contacts and exchange of information and ideas among persons working on scholarly and/or peer reviewed publications and to provide a forum to this end;
  - 4.8** to take such steps as may be required for the purpose of procuring contributions to the funds of the Charity by way of subscriptions, donations, devises, bequests, grants, subventions or otherwise, provided that in raising funds the Charity shall not undertake any taxable trading activities the profits of which are liable to tax;
  - 4.9** to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the Objects ;
  - 4.10** to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property or rights, and to construct, alter, improve, develop, manage and maintain any of the same as are necessary or convenient for the Objects and (subject to such consents as may be required by law) sell, let or otherwise dispose of, turn to account or charge any such real or personal property as may be thought expedient in furtherance of the Objects;
  - 4.11** to apply for, purchase or otherwise acquire and hold or use any patents, copyrights, trade marks, design rights, database rights and other intellectual property rights, licences, concessions and the like, conferring any right to use or publish any information, and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired;

- 4.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Charity;
- 4.13 to borrow or raise money for the purposes of the Charity on such terms and (subject to such consents as may be required by law) on such security as may be thought fit;
- 4.14 subject to the provisions of Clause 5 below, to employ such staff (not being members of Council) as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees, their widows or widowers and other dependants;
- 4.15 to invest the moneys of the Charity not immediately required for the Objects in or on such investments, securities or property and in such manner as may be thought fit and to dispose of or otherwise deal with any investments so made;
- 4.16 to make any donation either in cash or assets for the furtherance of the Objects;
- 4.17 to establish and support or aid in the establishment or support of, subscribe to or become a member of any charitable trust, association or institution having charitable purposes in any way connected with all or any of the Objects or calculated to further any of the Objects and to guarantee money for charitable purposes in any way connected with all or any of the Objects or calculated to further all or any of the Objects;
- 4.18 to undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and may promote the Objects;
- 4.19 to co-operate or associate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.20 to acquire and undertake all or any part of the property, assets, liabilities and engagements of any persons, trusts, corporations, associations or other bodies pursuing the Objects;
- 4.21 to amalgamate with any charity operating in furtherance of the Objects or similar charitable purposes;
- 4.22 to insure and arrange insurance cover for and to indemnify employees, voluntary workers and members from and against all such risks incurred in the course of the performance of their duties in relation to the Charity, provided that such persons shall not be indemnified against any wilful or individual fraud and shall be sought to be made liable for such acts;
- 4.23 to establish subsidiary companies;
- 4.24 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.25 to pay out of the funds of the Charity the cost of any premium in respect of any indemnity insurance to cover the liability of the members of the Council or of any committee which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Council or of any committee knew to be a breach of trust or breach of duty or which was committed by the members of the Council or of any committee in reckless disregard of whether it was a breach of trust or breach of duty or not and Provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the members of Council in their capacity as members of the Council;

**4.26 to do all such other lawful things as are necessary for the achievement of the Objects or any of them.**

**5**

**5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity and no member of the Council shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity provided that nothing in this document shall prevent the payment in good faith by the Charity:**

**5.1.1 of reasonable and proper remuneration to any member, officer or employee of the Charity (not being a member of the Council) for any services rendered to the Charity;**

**5.1.2 of interest at a reasonable and proper rate on money lent to the Charity or of reasonable and proper rent for premises demised or let to the Charity by any member or employee of the Charity or member of the Council;**

**5.1.3 of reasonable and proper out-of-pocket expenses to any employee or member of the Council or of a committee or sub-committee of the Council;**

**5.1.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Charity or of the Council may be a member holding not more than one hundredth part of the issued share capital of that company;**

**5.1.5 of any premium in respect of indemnity insurance as provided for in Clause 4.25;**

**5.1.6 pursuant to Clause 5.2.**

**5.2 Any member of the Council (or any firm or company of which a member of the Council is a director, partner, member or employee) 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:**

**5.2.1 the goods or services are required by the Charity;**

**5.2.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services-;**

**5.2.3 no more than one half of the members of Council are a party to such a contract in any financial year of the Charity.**

**6 The liability of the members is limited.**

**7 Every member of the Charity with voting rights of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Charity's debts and liabilities 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.**

**8 If upon the winding up or dissolution of the Charity there remains after satisfaction of its debts and liabilities any property, the same shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, which prohibits or prohibit the distribution of its or their income and property to an extent at least as great as imposed on the Charity by Clause 5 above, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution and, if that cannot be done, then to some charitable purposes.**

**We, the several persons whose names and addresses are written below, wish to be formed into a Charity under this Memorandum of Association.**

**Names and Addresses of Subscribers**

**CONSTANCE MARGARET PASCAL REES** .....  
of 4 Sandfield Road Headington Oxford OX3 7RG

**WITNESS to the above signature of Constance Margaret Pascal Rees**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**SABINE KLEINERT** .....  
of 232 Victoria Road London N22 70Q

**WITNESS to the above signature of Sabine Kleinert**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**ELIZABETH WAGER** .....  
of 19 Station Road, Princes Risborough, HP27 9DE

**WITNESS to the above signature of Elizabeth Wager**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**VIRGINIA MARY BARBOUR** .....  
of 1 Alpha Terrace Trumpington Cambridge CB2 2HS

**WITNESS to the above signature of Virginia Mary Barbour**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**CHRIS GRAF** .....  
of 155 Cremorne Street Richmond, VIC 3121, Australia

**WITNESS to the above signature of Chris Graf**

**Witness Signature:** .....

Name: .....  
Address: .....  
Occupation: .....

**CHARLOTTE JOHANNE HAUG** | .....  
of Amotveien 19A N-0880 Oslo Norway

**WITNESS to the above signature of Charlotte Johanne Haug**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**ANDRÉ VAN STEIRTEGHEM** .....  
of Kloosterstraat 47, Brussels, Belgium

**WITNESS to the above signature of André Van Steirteghem**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**RANDELL STEPHENSON** .....  
of 68 St Machar Drive, Aberdeen AB24 3RR

**WITNESS to the above signature of Randell Stephenson**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**STEVEN MARC YENTIS** .....  
of 40b Holly Park London N3 3JD

**WITNESS to the above signature of Steven Marc Yentis**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**IRENE HAMES** .....  
of 40b Plum Tree Cottage, Church Street, Whixley, York YO26 8AR

**WITNESS to the above signature of Irene Hames**

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**CRAIG PHELAN** .....  
of Flat 5 Metropolis, 1 Oswin Street, London SE11 4TF

**WITNESS to the above signature of Craig Phelan**

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**GERI PEARSON** .....  
of University of Connecticut Health CE School of Medicine, 263 Farmington Avenue, MC 2103,  
Farmington, CT 06030-2103, USA

**WITNESS to the above signature of Geri Pearson**

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**BEHROOZ ASTANEH** .....  
of 172 Abazar Ave, Asiabghavami Ave, Ghasrodasht Street, Shiraz, Iran

**WITNESS to the above signature of Behrooz Astaneh**

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**RIAZ AGHA** .....  
of Apartment 118, Burford Wharf Apartments, 3 Cam Road, London E15 2SQ

**WITNESS to the above signature of Riaz Agha**

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**LANCE SMALL** .....



of Department of Mathematics 01, UCSD, 9500 Gilman Drive, La Jolla, California, USA

**WITNESS to the above signature of Lance Small**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**JAMES GREENSTONE** .....

of 222 West Fourth Street, Suite 212, Fort Worth, Texas 76102, USA

**WITNESS to the above signature of James Greenstone**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**Dated this** 2007

**This date applies to all witness signatures**

# **ARTICLES OF ASSOCIATION**

**of the**

## **COMMITTEE ON PUBLICATION ETHICS (COPE)**

**REVISED 03 MAY 2011**

**THE COMPANIES ACTS 1985 AND 1989**  
**Company Limited By Guarantee**  
**And Not Having A Share Capital**

**ARTICLES OF ASSOCIATION**  
**of**  
**COMMITTEE ON PUBLICATION ETHICS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 In these Articles the following words and expressions shall have the following meanings:**

“the Articles”	these Articles of Association of the Charity;
“the Chairman”	the Chairman of the Charity elected or appointed in accordance with the Articles;
“the Charity”	the company known as “Committee on Publication Ethics”;
“clear days”	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“communication”	as defined in the Electronic Communications Act 2000 (as modified or re-enacted from time to time)
“the Companies Act”	the Companies Act 1985 including any statutory modification or re-enactment of any of its provisions for the time being in force;
“the Council”	the board of directors and charity trustees of the Charity for the time being;
“electronic communication”	as defined in the Electronic Communications Act 2000 (as modified or re-enacted from time to time)
“Member”	a member of the Charity for the time being whether a Full Member, Associate Member or Honorary Member or a member of any other class of membership as may be determined by the Council under these Articles;
“the Ombudsman”	the Ombudsman of the Charity elected or appointed in accordance with the Articles;
“the Registered Office”	the registered office of the Charity;
“the Regulations”	the regulations of the Charity made by the Council pursuant to the Articles;
“the Secretary”	the Secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;
“the Treasurer”	the Treasurer of the Charity elected or appointed in accordance with the Articles;
“the Unincorporated Organisation”	the unincorporated organisation known as “the Committee on Publication Ethics”;
“United Kingdom”	Great Britain and Northern Ireland;
“the Vice-Chairman”	the Vice-Chairman of the Charity elected or appointed in accordance with the Articles;
“in writing”	written, printed, lithographed, photographed or partly one and partly another, or produced by other modes of representing or reproducing words in a visible form

**1.2 Words importing the singular number shall include the plural number, and vice versa; words importing the masculine gender shall include the feminine gender; and words importing persons shall include corporations.**

- 1.3** Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act or any statutory modification or re-enactment of the Companies Act in force at the date of the adoption of the Articles.
- 2** **OBJECTS**  
The Charity is established for the objects expressed in the Memorandum of Association of the Charity.
- 3** **THE TRUSTEES AND DIRECTORS**  
The members of the Council are charity trustees within the definition of the Charities Act 1993 (as modified or re-enacted from time to time) and also directors of the Charity as the persons having the general control and management of the administration of the Charity.
- 4** **MEMBERS**  
The first Full Members shall be the subscribers to the Memorandum of Association and as from the date the Charity acquires the business and assets of the Unincorporated Organisation (“the Transfer Date”) those other persons who are members of the Unincorporated Organisation pursuant to Clauses 3.1.1 and 3.1.4 of its constitution at the Transfer Date. The first Associate and Honorary Members shall be respectively those who are members of the Unincorporated Organisation pursuant to Clauses 3.1.2 and 3.1.3 at the Transfer Date.
- 5** There shall be the following classes of Members of the Charity:
- 5.1** Full Members  
**5.2** Associate Members  
**5.3** Honorary Members  
**5.4** Any other class of membership of the Charity which the Council may determine in Regulations.
- 6** A person shall not be eligible to be admitted as a Full Member unless:
- 6.1** he is Editor in Chief of a peer reviewed scholarly journal; or  
**6.2** it is a company or body whose primary business and object is publishing which includes the publishing of peer reviewed scholarly journals.
- 7** Any individual who is not eligible for Full Membership under Article 6 but who is interested in the objects of the Charity and who is working in or associated with the publication of scholarly and/or peer-reviewed journals or has a significant interest in safeguarding the integrity of the scholarly record may be admitted by the Council as an Associate Member at Council’s discretion.
- 8** Honorary Members shall be individuals admitted by the Council at their discretion.
- 9** All Members shall be admitted by Council at its discretion subject to the provisions of the Articles. The Council shall by Regulations prescribe the eligibility criteria and the conditions for the acceptance for each class of Membership, the procedures for

**application and admission to each class of Membership and the privileges of Membership.**

- 10 The rights and privileges of every Member shall be personal to himself, shall not be transferable and shall cease on death or dissolution.**
- 11 A Register shall be kept at the Registered Office in which shall be entered the name and address of every Member.**
- 12**
- 12.1 All Full Members and Associate Members shall be entitled to attend, speak and vote at General Meetings of the Charity.**
- 12.2 Honorary Members shall be entitled to receive notice of General Meetings and to attend and speak, but not vote, at General Meetings.**
- 12.3 In the case of Full Members pursuant to Article 6.1, all associate, deputy and executive editors of the journal of which the Full Member is the Editor-in-Chief shall be entitled to attend and speak, but not vote, (unless they are a proxy) at General Meetings.**
- 12.4 The rights and privileges of Members referred to in Article 5.4 shall be defined in Regulations, which may for the purposes of these Articles treat such a Member as having the same voting and other rights as a Full or Associate Member in respect of a General Meeting of the Charity.**

#### **TERMINATION OF MEMBERSHIP**

- 13 A Member shall cease to be a Member if:**
  - 13.1 by notice in writing to the Secretary he resigns his membership; or**
  - 13.2 the Council or any committee of the Council, after due enquiry, resolves that the interests of the Charity so require; or**
  - 13.3 he has breached the COPE code of conduct as published from time to time by the Council and the Council or any committee of the Council resolves that he shall be removed from Membership.**
- 14 In the event of any Member ceasing to be a Member under Articles 13 or 19 his name shall be removed from the Register and he will not be entitled to describe himself as being a Member or to any of the privileges of a Member or to be refunded any of his subscription.**
- 15 The Council may suspend Membership and the privileges of Membership as set out in Regulations.**

#### **SUBSCRIPTIONS**

- 16 Every Full Member and Associate Member shall be liable to pay a subscription in accordance with the rates as recommended by Council and approved at the Annual General Meeting and shall be due on the date or dates prescribed by Council. The Annual General Meeting may approve different rates within each class of Members. Only Full and Associate Members shall be liable to pay a subscription.**

- 17 A person, upon admission as a Full Member or Associate Member shall not be deemed to have become a Full Member or Associate Member or be entitled to exercise any of the rights of Membership until he shall have paid his full annual subscription.
- 18 A Full Member or Associate Member, who is in arrears with any subscriptions or other sum due from him to the Charity, shall not be entitled to exercise any voting rights and shall have his other privileges of membership suspended.
- 19 A Full Member or Associate Member who is more than two months in arrears with any subscription due from him and who has been notified in writing by the Council shall cease to be a Member on the expiry of that two months and his name shall be removed from the Register of Members.
- 20 A Full Member or Associate Member shall remain liable to pay to the Charity all subscriptions due up to the date on which he ceased to be a Member.
- 21 The council shall at its absolute discretion and acting upon the advice of the Treasurer and the Finance Committee agree to waive all or part of the membership fee of any applicant for membership.

#### **REINSTATEMENT**

- 22 Where any Member has ceased to be a Member under Article 19, he shall be reinstated as a Member on payment of the subscription for his class of membership of the Charity.

#### **GENERAL MEETINGS**

- 23 The Charity shall hold a General Meeting in every calendar year as its Annual General Meeting in addition to any other General Meetings in the year. The Annual General Meeting shall be held on the date and at the time and place determined by the Council, and it shall be specified to be the Annual General Meeting in the notice calling it. Not more than fifteen months shall elapse between one Annual General Meeting and the next provided that so long as the Charity holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.
- 24 Any member who decides to move a resolution at the Annual General Meeting must give notice in writing to the Secretary not later than 28 days before the date fixed for such meeting. Such a resolution (unless relating to the exercise of a power conferred upon the Members expressly by the Companies Act or these Articles) if passed shall not be binding on the Charity and the Council but shall be taken into consideration by the Council.
- 25 All General Meetings, other than the Annual General Meeting, shall be called Extraordinary General Meetings.

26

- 26.1 The Council may whenever it thinks fit call General Meetings and, on the requisition of not less than one tenth of the Full and Associate Members entitled to vote shall forthwith proceed to convene an Extraordinary General Meeting.
- 26.2 Any requisition shall be in writing and shall express the object of the meeting proposed to be called and shall be left at the Registered Office of the Charity.
- 26.3 Upon receipt of such requisition the Secretary shall forthwith proceed to call an Extraordinary General Meeting. If he does not within 21 days from the date of deposit of the requisition notice to call one, the requisitionists may themselves convene an Extraordinary General Meeting.

#### **NOTICE OF GENERAL MEETINGS**

- 27 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or Resolution appointing members of Council shall be called by at least twenty one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice. A General Meeting may, however, be called by shorter notice if it is so agreed.
  - 27.1 In the case of an Annual General Meeting by all the Members entitled to attend and vote.
  - 27.2 In the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 95% of the total voting rights at the Meeting of all the Members.
  - 27.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.
  - 27.4 The notice shall be given in writing to all the Members and the auditors.
- 28 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 29 No business shall be transacted at any General Meeting of the Charity unless a quorum of Members is present at the time when the meeting proceeds to business. Twelve persons entitled to vote upon the business to be transacted and being Full or Associate Members present in person or by a duly authorised representative of a corporation or by a proxy of a Full Member shall be a quorum at any General Meeting.
- 30 If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting, if convened on the requisition of Members, shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such other day not less than seven and not more than twenty eight days after the meeting and at the time and place as the Council may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting shall be dissolved.
- 31 The Chairman, if any, or in his absence the Vice-Chairman present shall preside as the chairman at Annual General Meetings and Extraordinary General Meetings, but if

neither the Chairman nor the Vice-Chairman be present within five minutes after the time appointed for holding the meeting and willing to act, the member of the Council present who has served longest and willing to act shall preside as chairman, but if there is no member of the Council present and willing to act, the Full and Associate Members present shall elect one of their number to be chairman.

- 32** The chairman of any General Meeting may, with the consent of a 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 business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 33** A resolution put to the vote of a General Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded:
- 33.1** by the chairman of the meeting; or
- 33.2** by at least three Members having the right to vote at the meeting being present in person or by a duly authorised representative (if a corporation) or by a proxy.
- 34** Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting 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.
- 35** The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 36** A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 37** In the case of an equality of votes, whether on a show of hands or on a poll the chairman of the General Meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 38** No poll shall be demanded on the election of a chairman of a meeting or on a question of adjournment. A poll demanded on any other question shall be taken at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the



demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 39 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 40 A resolution in writing signed or approved by letter or facsimile transmission by or on behalf of all the Members who would have been entitled to vote upon it if it had been proposed at a General Meeting shall be as valid and effectual as if it had been passed at a General Meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more Members.

#### **VOTES OF MEMBERS**

- 41 On a show of hands every Full and Associate Member present in person or by a duly authorised representative of a corporation or (in the case of a Full Member) by a proxy shall have one vote and on a poll every Full and Associate Member present in person or by a duly authorised representative of a corporation or (in the case of a Full Member) by a proxy shall have one vote.
- 42 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 43 The appointment of a proxy should be in writing in the form prescribed by Council signed by the appointor or his duly authorised attorney as set out in the Regulations. An Associate Member shall not be entitled to appoint a proxy.
- 44 Only individuals who work in or are associated with the publication of scholarly and/or peer reviewed journals or who have a significant interest in the integrity of the scholarly record may be appointed as a proxy.
- 45 The appointment of a proxy (and the power of attorney or other authority, if any under which it is signed or a notarially certified copy) shall;
- 45.1 (in the case of an instrument in writing) be deposited at the Registered Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than forty-eight (48) hours before the time appointed for holding a meeting or adjourned meeting at which the proxy proposes to vote; or
- 45.2 in the case of an appointment in an electronic communication, where an address has been specified for the purpose of receiving electronic communications,
- 45.2.1 in the notice convening the meeting; or
- 45.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting; or

**45.2.3** in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

**45.3** in the case of a poll be deposited or received as aforesaid not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default of the deposit, delivery or receipt in a manner aforesaid the appointment of a proxy shall be treated as invalid.

**45.4** The appointment of a proxy shall continue until such time as it expires or is revoked by the appointor.

**46** A vote given or poll demanded by a proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll or death of the appointor unless notice of the determination or death was received by the Charity at the Registered Office or at such other place within the United Kingdom at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such an appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the Meeting or adjourned meeting) the time appointed for taking the poll.

**47** In Articles 45 and 46 “address”, in relation to electronic communications, includes any number or address used for the purposes of such communications.

#### **POWERS OF THE COUNCIL**

**48** The business of the Charity shall be managed by the Council who may exercise all such powers of the Charity as are not required to be exercised by the Charity in General Meeting. Any such requirement may be imposed either by the provisions of the statutes for the time being in force and affecting the Charity or by the Articles, but no amendment to the Articles shall invalidate any prior act of the Council which would have been valid if that amendment had not been made.

#### **COMPOSITION OF THE COUNCIL**

**49** The Council shall consist of:

**49.1** the Officers; and

**49.2** not more than fourteen persons elected by full and associate members with voting rights or (if the candidate is unopposed) by the approval of the Council as Ordinary Council Members.

**50** The first members of the Council (being those in office immediately following incorporation) shall hold the offices and for the terms set out in the Regulations.

#### **APPOINTMENT OF ORDINARY COUNCIL MEMBERS**

**51** A person will only be eligible to be appointed an Ordinary Council Member if he is a Full or Associate Member or a director, officer or employee of a Full Member that is a

corporation or proxy of a Full Member whose appointment as a proxy must not expire earlier than three years from the date he would take office (if appointed)

51.1 The candidate, or the organisation that they represent, must have been a member of COPE for at least one year at the time of nomination as a candidate.

52 The Ordinary Council Members shall be elected by the Full and Associate Members with voting rights or (if the candidate is unopposed) by the approval of the Council.

53 An Ordinary Council Member shall hold office for a term of three years from the date of his appointment, at the end of which he shall retire, but shall be eligible for re-appointment for further terms of three years

#### **THE OFFICERS**

54 The Officers of the Charity shall be:

54.1 the Chairman

54.2 the Vice-Chairman

54.3 the Treasurer

54.4 the Secretary

54.5 the Ombudsman

The Council may prescribe the duties of the Officers. The duties of the Secretary shall include those applicable to a secretary under the Companies Act.

55 Subject to Article 58, no person may at any time hold more than one of the offices.

56 A person will only be eligible to be elected an Officer if he is a Full or Associate Member or if he is a director, officer or employee of a Full Member who is a corporation or proxy of a Full Member whose appointment as a proxy must not expire earlier than three years from the date he would take office (if elected).

57 Candidates for any post of Officer, other than that of Ombudsman, must have been COPE council members for at least one calendar year to become eligible for election as an Officer.

58 All Officers shall be elected by the Full and Associate Members with voting rights or (if the candidate is unopposed) by the approval of the Council. The procedure for the nomination and election (which may be by postal or electronic ballot) of such Officers shall be as defined in the Regulations. The results of such election shall be declared at the Annual General Meeting next following the election. The election of Officers as aforesaid shall take effect as from the close of the Annual General Meeting, when the retiring Officers (if any) shall be deemed to retire.

59 All Officers shall hold office for a period of three years from their election or appointment at the end of which they shall retire but be eligible for re-election to that office for one further consecutive term of three years. For the purposes of this Article a "year" shall mean the period between the end of one Annual General Meeting and the end of the next Annual General Meeting of the Charity.

- 59.1 If an officer resigns and has already served more than 6 years (either as ordinary council member and/or as officer), they shall immediately cease to be a member of council.
- 59.2 If an officer resigns and is within their second elected term as a council member they may nonetheless complete their term as a council member until they have served either 6 years (either as ordinary council member and/or as officer) or until the end of that second term, whichever is the shorter. Alternatively the resigning officer may elect to resign their seat on council as well and shall give notice of their intentions in this regard at the same time as tendering their resignation as an officer. In the event of a resigning officer resigning their seat on council that seat shall remain vacant until the next round of elections takes place.
- 59.3 If an officer resigns and is still within their first term as a council member they may nonetheless complete their term as a council member, at the end of which they shall retire but be eligible for re-election to council as an ordinary member for one further consecutive term of three years. Alternatively the resigning officer may elect to resign their seat on council as well and shall give notice of their intentions in this regard at the same time as tendering their resignation as an officer. In the event of a resigning officer resigning their seat on council that seat shall remain vacant until the next round of elections takes place.
- 59.4 If an officer resigns and has already served more than three years as a council member and/or officer (and has not already stood for re-election) they shall be deemed to retire immediately. They shall be eligible for re-election to council at the next election as an ordinary member but will only be eligible to serve up to a maximum of six years in total.
- 60 The Council may at any time appoint a Council member to fill a vacancy in any Office (even if he is already an Officer). Any person so appointed shall hold office until the next Annual General Meeting.

#### **PROCEEDINGS OF THE COUNCIL**

- 61 Subject to the provisions of the Articles, the Council may regulate their proceedings as they think fit. The Chairman or any two members of the Council may, and on the request of the Chairman or any two members of the Council, the Secretary shall, at any time summon a meeting of the Council by serving (except in the case of an emergency) at least fourteen days' notice on each member of the Council at his address. In the case of an emergency, the period of notice shall be such as may be expedient. A member of Council who is absent from the United Kingdom shall not be entitled to have a notice of meeting sent to him abroad, unless he has previously provided to the Charity his address outside the United Kingdom or an email address for the service of notices.
- 62 Questions arising at a meeting of Council shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
- 63 The quorum for the transaction of the business of the Council shall be at least six members of the Council.
- 64 The Chairman, or in his absence, the Vice-Chairman, shall chair all meetings of the Council at which he shall be present, but if at any meeting neither the Chairman nor the Vice-Chairman is willing to preside or neither is present within five minutes after

**the time appointed for holding the meeting, the member of the Council present who has served the longest shall chair the meeting.**

**65 Whenever a member of the Council has a personal interest in a matter to be discussed at a meeting of Council or a committee the member of Council concerned must:**

**65.1 declare an interest at or before discussion begins on the matter;**

**65.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;**

**65.3 not be counted in the quorum for that part of the meeting;**

**65.4 withdraw during the vote and have no vote on the matter.**

**66 All acts bona fide done by the Council or any of its committees, or by any person acting as a member of the Council, shall, despite the later discovery that there was some defect in the appointment or continuance in office of any member of the Council or of any committee or that he was disqualified, be as valid as if every such person had been duly appointed, had duly continued in office and was qualified to be a member of the Council or member of the relevant committee.**

**67 The Council shall cause proper minutes to be made of the proceedings of all meetings of the Charity, the Council and its committees, and all business transacted at such meetings. Any such minutes, if purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts stated in the minutes.**

**68 The Council may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of members of the Council, the Council may act for the purpose of increasing the number of members of the Council to that number or of summoning a General Meeting of the Charity but for no other purpose.**

**69 A resolution in writing of the Council or of any of its committees signed or approved by letter or facsimile transmission by all the members of the Council or all the members of the committee entitled to receive notice of a meeting of the Council or of its committees shall be as valid and effective as if it had been passed at a meeting of the Council or (as the case may be) its committees duly convened and held. Such a resolution may consist of several documents in the same form, each signed or approved by one or more members of Council or members of the committees of the Council, as the case may be.**

**70 All or any of the members of the Council or any committee of the Council may participate in a meeting of the Council or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group where the chairman of the meeting then is.**

**71** The employees of COPE, (including but not limited to the administrator, the operations director and the editor of the newsletter) may attend the council meetings by invitation, but are not entitled to speak except by invitation of the Council or to vote at council meetings.

**72** The Ombudsman should attend the council meetings but is not entitled to speak except by invitation of the Council and is not entitled to vote at Council's meetings.

#### **DELEGATION**

**73** The Council may delegate any of its powers or discretions to committees consisting of such persons as the Council may think fit. All such committees shall, in the exercise of powers so delegated, conform to any regulations imposed on them by the Council . The meetings and proceedings of all committees shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Council so far as applicable and except where these Articles or any regulations of the Council otherwise provide. All committees shall fully report their acts and proceedings to the Council as soon as is reasonably practicable.

**74** The Executive Committee of the Council shall consist of the four Officers (Chair, Vice-Chair, Treasurer and Secretary) and the Executive Committee shall have the power to co-opt any Council member or COPE employee at their absolute discretion.

#### **DISQUALIFICATION OF MEMBERS OF COUNCIL**

**75** The office of a member of the Council shall be vacated if he:

**75.1** becomes bankrupt; or

**75.2** becomes incapable by reason of mental disorder, illness or injury of managing or administering his property or affairs; or

**75.3** resigns his office by written notice to the Secretary (but only if at least six members of the Council will remain in office when the notice of resignation is to take effect); or

**75.4** becomes disqualified by law from acting as the trustee of a charity or as a company director; or

**75.5** is removed from office by a resolution of the Charity duly passed pursuant to Section 303 of the Companies Act; or

**75.6** is directly or indirectly interested in any contract or proposed contract with the Charity and fails to declare the nature of his interest as required by Section 317 of the Companies Act; or

**75.7** is absent without the permission of the Council from three consecutive meetings of the Council and the Council resolves that his office be vacated; or

**75.8** ceases to be a Member; or

**75.9** ceases to be a proxy of a Member; or

**75.10** the corporation of which he is a director, officer or employee ceases to be a Full Member; or

**75.11** ceases to be a director, employee or officer of a corporation who is a Full Member.

#### **REGULATIONS**

**76** The Council may from time to time make such regulations as it may think fit and add to, repeal or vary any such regulations. All regulations so made and for the time being in force shall be binding on all Members and the Council shall adopt such

means as it may think fit to bring such regulations to the notice of Members.

Regulations may concern the following subjects:

- 76.1 the procedure at General Meetings and meetings of the Council and its committees insofar as such procedure is not regulated by the Articles;
- 76.2 the procedure for, and the conduct of, nominations and elections of Officers and other members of the Council insofar as not regulated by the Articles;
- 76.3 any other subjects which the Articles provide may be covered by Regulations; generally all such matters as are commonly the subject matter of Charity rules or bye-laws provided that no regulation shall contravene any of the provisions of the Memorandum of Association of the Charity, the Articles or the Companies Act.

#### **THE SEAL**

- 77 The common seal of the Charity shall only be used by the authority of a resolution of the Council or of a committee of the Council authorised for the purpose by the Council. Every document to which the common seal is affixed shall be signed by at least two persons appointed by the Council for such purpose.

#### **ACCOUNTS**

- 78 The Council shall cause proper accounting records to be kept in accordance with Section 221 of the Companies Act.
- 79 The accounting records of the Charity shall be kept at the Registered Office, or subject to Section 222 of the Companies Act, at such other place or places as the Council shall think fit, and shall always be open to inspection by the members of the Council.
- 80 No Member shall (as such) have any right of inspecting the accounting or other records of the Charity except as conferred by statute or authorised by the Council.

#### **AUDIT**

- 81 Any appointment of Auditors required by the Companies Act and the duties of such auditors (if required) shall be regulated in accordance with Sections 236, 237, 241 and 384 of the Companies Act, the members of the Council being treated as the directors mentioned in those sections.

#### **BANK ACCOUNT**

- 82 Any bank account in which any part of the assets of the Charity is deposited shall be under the control of the Council and shall indicate the name of the Charity. All cheques, negotiable instruments and orders for the payment of money from such account shall be signed in such manner as the Council shall from time to time determine.

#### **INVESTMENTS**

- 83 The Council shall have the power to employ as a professional investment manager for the Charity any person who is entitled to carry on a regulated activity under the provisions of the Financial Services and Markets Act 2000 (or any statutory modification or re-enactment thereof) and to delegate to any such manager ("the Manager") the exercise of all or any of the power of investments on such terms and at

such reasonable remuneration as the Council may see fit but always subject to the following:-

- 83.1 Delegated powers shall be exercisable only within the clear policy guidelines drawn up in advance by the Council;
  - 83.2 The Council shall give directions to the Manager as to the manner in which he is to report to them all sales and purchases of investments made on their behalf;
  - 83.3 The Council shall be entitled at any time and without notice to review, revoke or alter the delegation or the terms thereof;
  - 83.4 The Council will be bound to review the arrangements for delegation at least once in every 24 months;
  - 83.5 The Manager shall keep the Council informed on a regular basis of the performance of the investment portfolio managed by the Manager.
- 84 The Council may:
- 84.1 make such arrangements as they think fit for any investments of the Charity or income from those investments to be held by a corporate body which is incorporated in England or Wales (or which has established a branch or a place of business in England and Wales) as the Charity's nominee; and
  - 84.2 pay reasonable and proper remuneration to any corporate body acting as such a nominee in pursuance of this Article.

#### **CORPORATION ACTING BY REPRESENTATIVES AT MEETINGS**

- 85 Any one of the directors or secretary for the time being of any corporation which is a Full Member, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association or other governing documents of that corporation) act as its representative at any General Meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Full Member.

#### **INDEMNITY**

- 86 Subject to the provisions of the Companies Act, every member of the Council, or other officer or auditor of the Charity, shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

#### **DISSOLUTION**

- 87 Clause 8 of the Memorandum of Association of the Charity relating to the winding up and dissolution of the Charity shall have effect as if its provisions were repeated in the Articles.

#### **NOTICES**

- 88 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Council or any of its committees) shall be in writing or



shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.

**89** The Charity may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Charity by the member.

**90** Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators or as set out in Regulations shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours (120 hours if sent by airmail) after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 24 hours after the time it was sent.

**91** In Articles 88 and 89 “address” in relation to electronic communications includes any number or address used for the purpose of such communications.

**Names and Addresses of Subscribers**

**CONSTANCE MARGARET PASCAL REES** .....  
of 4 Sandfield Road Headington Oxford OX3 7RG

**WITNESS to the above signature of Constance Margaret Pascal Rees**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**SABINE KLEINERT** .....  
of 232 Victoria Road London N22 70Q

**WITNESS to the above signature of Sabine Kleinert**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**ELIZABETH WAGER** .....  
of 19 Station Road, Princes Risborough, HP27 9DE

**WITNESS to the above signature of Elizabeth Wager**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**VIRGINIA MARY BARBOUR** .....  
of 1 Alpha Terrace Trumpington Cambridge CB2 2HS

**WITNESS to the above signature of Virginia Mary Barbour**

**Witness Signature:** .....  
**Name:** .....  
**Address:** .....  
.....  
**Occupation:** .....

**CHRIS GRAF** .....  
of 155 Cremorne Street Richmond, VIC 3121, Australia

**WITNESS to the above signature of Chris Graf**

**Witness Signature:** .....

Name: .....  
Address: .....  
Occupation: .....

**CHARLOTTE JOHANNE HAUG** | .....  
of Amotveien 19A N-0880 Oslo Norway

**WITNESS to the above signature of Charlotte Johanne Haug**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**ANDRÉ VAN STEIRTEGHEM** .....  
of Kloosterstraat 47, Brussels, Belgium

**WITNESS to the above signature of André Van Steirteghem**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**RANDELL STEPHENSON** .....  
of 68 St Machar Drive, Aberdeen AB24 3RR

**WITNESS to the above signature of Randell Stephenson**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**STEVEN MARC YENTIS** .....  
of 40b Holly Park London N3 3JD

**WITNESS to the above signature of Steven Marc Yentis**

Witness Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

**IRENE HAMES** .....  
of 40b Plum Tree Cottage, Church Street, Whixley, York YO26 8AR

**WITNESS to the above signature of Irene Hames**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**CRAIG PHELAN** .....  
of Flat 5 Metropolis, 1 Oswin Street, London SE11 4TF

**WITNESS to the above signature of Craig Phelan**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**GERI PEARSON** .....  
of University of Connecticut Health CE School of Medicine, 263 Farmington Avenue, MC 2103,  
Farmington, CT 06030-2103, USA

**WITNESS to the above signature of Geri Pearson**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**BEHROOZ ASTANEH** .....  
of 172 Abazar Ave, Asiabghavami Ave, Ghasrodasht Street, Shiraz, Iran

**WITNESS to the above signature of Behrooz Astaneh**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**RIAZ AGHA** .....  
of Apartment 118, Burford Wharf Apartments, 3 Cam Road, London E15 2SQ

**WITNESS to the above signature of Riaz Agha**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**LANCE SMALL** .....

of Department of Mathematics 01, UCSD, 9500 Gilman Drive, La Jolla, California, USA

**WITNESS to the above signature of Lance Small**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**JAMES GREENSTONE** .....

of 222 West Fourth Street, Suite 212, Fort Worth, Texas 76102, USA

**WITNESS to the above signature of James Greenstone**

**Witness Signature:** .....

**Name:** .....

**Address:** .....

.....

**Occupation:** .....

**Dated this** 2007

**This date applies to all witness signatures**