Company number: 06800423

PRIVATE COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION
of
BANC D'ARGUIN, AND COASTAL AND MARINE BIODIVERSITY TRUST
FUND LIMITED (the “Company”)

14 May 2010

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the following resolution is passed as a special resolution (the “Resolution”).

SPECIAL RESOLUTION

THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

AGREEMENT
The undersigned, being the sole member of the Company entitled to vote on the Resolution on 14 May 2010, hereby irrevocably agrees to the Resolution:

Signed by André Hoffmann ..........................

Date ........................................May 2019
THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

Articles of Association of

Banc d’Arguin, and Coastal and Marine Biodiversity Trust Fund Limited

1. Interpretation

1.1 In these Articles:

“2006 Act” means the Companies Act 2006;

“address” means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Charity;

“Articles” means the articles of association as adopted from time to time;

“Banc d’Arguin National Park” means the protected natural area known as “Parc Nationale du Banc d’Arguin” in the Islamic Republic of Mauritania;

“Board” means the board of directors of the Charity;

“Charity” means the company intended to be regulated by these Articles;

“clear days” in relation to the period of a notice means a 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;

“Commission” means the Charity Commission for England and Wales;

“Directors” means the directors of the Charity. The directors are charity trustees as defined by section 97 of the Charities Act 1993;

“member” means the subscriber of the Charity’s memorandum who has agreed to be entered as such in the Charity’s register of members;

“Memorandum” means the memorandum of association of the Charity;

“officers” includes the Directors and the Secretary;

“seal” means the common seal of the Charity if it has one;

“Secretary” means, if appointed, 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;

“United Kingdom” means Great Britain and Northern Ireland; and
words importing one gender shall include all genders, and the singular includes the plural and vice versa.

1.2 Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the 2006 Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

1.3 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

2. Registered Office

The Charity's registered office is to be situated in England.

3. Objects

The objects of the Charity (the “Objects”) are:

3.1 to promote, for the benefit of the public, the conservation, protection and improvement of the physical and natural environment, firstly of the Banc d'Arguin National Park, and secondly of other marine and coastal protected areas in Mauritania, as the Board shall determine, on the basis of the criteria set forth in the Manual of Procedures (if the financial resources of the Charity are sufficient and with the approval of at least three-quarters of its Board of Directors). These areas are known as "the areas of benefit".

3.2 to promote, for the benefit of the public, the sustainable development of "the areas of benefit" by:

(a) the preservation, conservation and the protection of the environment and the prudent use of natural resources of the areas of benefit,

(b) the relief of poverty and the improvement of the conditions of life for the areas of benefit resident populations, and

(c) the promotion of sustainable means of achieving economic growth and regeneration of the areas of benefit; and

3.3 to advance the education of the public in the biodiversity, conservation, sustainability and management of “the areas of benefit”; and

Sustainable development is defined as “development which meets the needs of the present without compromising the ability of future generations to meet their own needs.

4. Income

4.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

4.2 The Charity may engage in any and all acts and activities that may be necessary, useful or appropriate for the furtherance or accomplishment of the above Objects.
4.3 In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

(a) to solicit and raise funds from public and private sources wherever located. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

(b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993;

(d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment for the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;

(e) to cooperate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

(f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

(g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;

(h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

(i) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 4 and provided it complies with the conditions in that clause;

(j) to:

(i) deposit funds;

(ii) invest funds from public and private sources wherever located;

(iii) employ a professional fund manager; and

(iv) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
(k) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in sub-clause 4.4 of this clause, but subject to the restrictions specified in sub-clause 4.5 of the clause;

(l) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;

(m) to do all such other lawful things as are necessary for the achievement of the Objects; and

(n) to engage exclusively in such charitable activities as to enable it to qualify for exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code (hereinafter referred to as the "US Code").

4.4 The liabilities referred to in sub-clause 4.3(k) are:

(a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;

(b) the liability to make a contribution to the Charity’s assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

4.5 (a) The following liabilities are excluded from sub-clause 4.4(a):

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

(iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

(b) There is excluded from sub-clause 4.4(b) any liability to make such a contribution where the basis of the Director’s liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

4.6 (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(b) Subject to the restrictions in sub-clauses 4.4 and 4.5, a Director may benefit from trustee indemnity insurance cover purchased at the Charity’s expense.
(c) A Director may receive an indemnity from the Charity in the circumstances specified in the Charity’s Articles of Association.

4.7 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:

(a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
(b) reasonable and proper remuneration for any goods or service supplied to the Charity.

4.8 No Director may:

(a) buy goods or services from the Charity;
(b) sell goods, services, or any interest in land to the Charity;
(c) be employed by, or receive any remuneration from the Charity;
(d) receive any other financial benefit from the Charity;

unless the payment or transaction is

(i) permitted by sub-clause 4.9 and does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Directors having received a financial benefit from the Charity; or
(ii) previously and expressly authorised in writing by the Charity Commission.

4.9 (a) (i) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

(ii) A Director may enter into a contract for the supply of goods or services to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993.

(iii) A Director may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Directors.

(iv) A company of which a Director is a member may receive fees remuneration or other benefit in money or money’s worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued share capital of that company.

(v) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Director shall withdraw
from any meeting at which such a proposal or the rent or other terms of
the lease are under discussion.

(vi) The Directors may arrange for the purchase, out of the funds of the
Charity, of insurance designed to indemnify the Directors in
accordance with the terms of, and subject to the conditions in, section
73F of the Charities Act 1993.

(b) The employment or remuneration of a director includes the engagement or
remuneration of any firm or company in which the Director is:

(i) a partner;
(ii) an employee;
(iii) a consultant;
(iv) a director; or
(v) a shareholder, unless the shares of the company are listed on a
recognised stock exchange and the Director holds less than 1% of the
issued capital.

4.10 In sub-clauses 4.6 - 4.9:

“Charity” shall include any company in which the Charity:

• holds more than 50% of the shares; or
• controls more than 50% of the voting rights attached to the shares; or
• has the right to appoint one or more directors to the board of the
company;

“Director” shall include any child, parent, grandchild, grandparent, brother, sister,
spouse or civil partner of the Director or any person living with the Director as
his or her partner.

4.11 If a conflict of interest arises for a Director because of a duty of loyalty owed to
another organisation or person and the conflict is not authorised by virtue of any other
 provision of this Memorandum or the Articles of Association of the Charity, the
unconflicted Directors may authorise such a conflict of interest where the following
conditions apply:

(a) the conflicted Director is absent from the part of any meeting at which there is
discussion of any arrangement or transaction affecting that organisation or
person;

(b) the Director does not vote on any such matter and is not to be counted when
calculating whether a quorum of Directors is present at the meeting;
(c) the unconflicted Directors consider it to be in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

5. Members

5.1 The subscriber to the Memorandum is the first member of the Charity.

5.2 Membership is open to other individuals or organisations who

(a) apply to the Charity in the form required by the Directors; and

(b) are approved by the Directors.

5.3 The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.

5.4 The Directors must inform the applicant in writing of the reasons for the refusal within 21 days of the decision.

5.5 The Directors must consider any written representations the applicant may make about the decision. The Directors’ decision following any written representations must be notified to the applicant in writing but shall be final.

5.6 Membership is not transferable to anyone else.

5.7 The Directors must keep a register of names and addresses of the members.

5.8 The liability of the members is limited.

6. Termination of Membership

Membership is terminated if:

6.1 the member dies or, if it is an organisation, ceases to exist;

6.2 the member resigns by written notice to the Charity unless, after the resignation, there would be no members;

6.3 any sum due from the member to the Charity is not paid in full within six months of it falling due;

6.4 the member is removed from membership by a resolution of the Directors that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

(a) the member has been given at least 21 days’ notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed;
(b) the member or, at the option of the member, the member’s representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

7. **Notice of General Meetings**

7.1 The Directors may call a general meeting of the members at any time.

7.2 The minimum notice period required to hold a general meeting is 14 clear days.

7.3 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 90 percent of the total voting rights.

7.4 The notice must specify the date, time and place of the meeting and general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the 2006 Act.

8. **Proceedings at general meetings**

8.1 No business shall be transacted at any general meeting unless a quorum is present.

8.2 A quorum is

(a) one member entitled to vote upon the business to be conducted at the meeting, for as long as the Charity is a single member company; or

(b) two members entitled to vote upon the business to be conducted at the meeting, if the Charity has more than one member.

8.3 In the event that

(a) a quorum is not present within half an hour from the time appointed for the meeting; or

(b) during a meeting a quorum ceases to be present

the meeting shall be adjourned to such time and place as the Directors shall determine.

8.4 The Directors must reconvene the meeting and must give at least seven clear days’ notice of the reconvened meeting stating the date, time and place of the meeting.

8.5 If no quorum is present at the reconvened meeting with fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

8.6 (a) General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
(a) If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.

(b) If there is only one Director present and willing to act, he or she shall chair the meeting.

(c) If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

8.7 (a) The members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

(b) The person who is chairing the meeting must decide the date, time and place at which meeting is to be reconvened unless those details are specified in the resolution.

(c) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

(d) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days’ notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

8.8 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded

(a) by the person chairing the meeting; or

(b) by at least two members having the right to vote at the meeting; or

(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

8.9 (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

(b) The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.

8.10 (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.

(b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

8.11 (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
(b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

8.12 (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

(b) A poll demanded on any other person must be taken either immediately or at such time and place as the person who is chairing the meeting directs.

(c) The poll must be taken within thirty days after it has been demanded.

(d) If the poll is not taken immediately at least seven clear days’ notice shall be given specifying the time and place at which the poll is to be taken.

(e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

8.13 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

8.14 A resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

9. **Votes of members**

9.1 Every member, whether an individual or an organisation, shall have one vote.

9.2 No member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Charity.

9.3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

9.4 (a) Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

(b) The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

(c) Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.
10. **Directors**

10.1 A Director must be a natural person aged 16 years or older.

10.2 No one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 13.

10.3 The number of Directors shall be not less than seven. No amendment to these Articles shall be required in order to increase or decrease the number of Directors, provided that at least a two-third's majority of all then appointed serving Directors approves of such increase or decrease.

10.4 Each Director shall have an equal vote on all matters coming before the Board.

10.5 The first Directors shall be those persons notified to Companies House as the first directors of the Charity.

10.6 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

10.7 Directors must be persons who are widely acknowledged to have expertise in one or more of the following fields: biodiversity conservation, finance, law, business, or fund-raising.

11. **Powers of Directors**

11.1 The Directors shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the 2006 Act, the Memorandum, these Articles or any special resolution.

11.2 No alteration of the Memorandum or these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.

11.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

12. **Composition of the Board and Selection of Directors**

12.1 The Board of Directors shall be composed of:

(a) two (2) members appointed by the Government of the Islamic Republic of Mauritania,

(b) one (1) member appointed by a non-governmental international conservation organisation, such organisation to be determined by the Board,

(c) two (2) members chosen either:

(i) from among bilateral donor agencies; or
(ii) once a donor has donated in excess of €1,000,000, one director appointed by such donor and one from the remaining donor agencies; or

(iii) once donors have donated in excess of €1,000,000, one director by each such donor.

12.2 The members of the Board of Directors appointed in accordance with clause 12.1 (hereafter referred to as “Category A Directors”) shall then elect two (2) representatives from civil society, who meet the qualifications set forth in Clause 10.7 above (hereafter referred to as “Category B Directors”). The Category B Directors shall be appointed with consideration to ensuring that they represent and compliment local actors and the private sector.

12.3 Each of the institutions that have the right to appoint Category A Directors shall have the right at any time and for any reason to dismiss their appointed Category A Director and appoint a different individual to succeed or fill the place of the dismissed Director, provided that such individual also meets the qualifications for Board membership set forth in Article 10.7 above.

12.4 Category A Directors shall serve from the time that written notice of their appointment has been delivered to the Chairman (or, in case of the Chairman’s absence or unavailability, to the Secretary) of the Board, who shall notify all other Directors in writing of such appointment within 14 business days of receiving such notice; and Category A Directors shall serve until their resignation, death, incapacity, or replacement by the institution that appointed them.

12.5 Category B Directors shall be elected by the vote of a majority of the current Category A Directors to serve for a fixed term of no less than one year and no more than three years, and shall be eligible for re-election for a second consecutive fixed term of no more than three years.

12.6 Notwithstanding the foregoing, no Category A Director or Category B Director may serve for more than six consecutive years, unless he or she has left the Board for one full year after serving for six consecutive years.

13. Disqualification and removal of Directors

A Director shall cease to hold office if he or she:

(a) ceases to be a Director by virtue of any provision in the 2006 Act or is prohibited by law from being a director;

(b) is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);

(c) conducts an activity in competition with that of the Charity, or if he or she is associated with the same organisation as a sitting member of the Board;

(d) has been convicted in any country for any felony or for the crimes of forgery and use of forgery in a private or commercial instrument, embezzlement of
public monies and extortion of funds, theft, swindle, breach of trust, issuance or acceptance of a check not backed by sufficient funds;

(e) has been declared to be bankrupt with the exception of a pardon granted on his or her behalf;

(f) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

(g) resigns as a Director by giving at least thirty days advance written notice thereof to the Chairman or Secretary of the Charity. Such resignation shall take effect at the end of the thirty days or any longer period of time specified by the resigning Director; and, unless otherwise specified with respect thereto, the acceptance of such resignation by the Chairman or by the Board shall not be necessary to make it effective (but only if at least two Directors will remain in office when the notice of resignation is to take effect); or

(h) if the Board of Directors decides by at least a two-thirds majority vote of all Category A Directors that any Director:

(i) has failed to notify the Board of a conflict of interest related to the activities of the Charity;

(ii) did not attend three consecutive meetings of the Board, provided that the member received notification of these meetings, and unless the cause of such absence was accepted by the Board;

(iii) no longer fulfils the conditions and qualifications for appointment set forth in these Articles;

(iv) has demonstrated an attitude that is incompatible with the object and/or the operation of the Charity,

the said Director shall be dismissed starting on the date of the said decision of the Board or a subsequent date set by the Board by a vote of the same majority. For the enforcement of this section, the said Director may not take part in the vote, but must be allowed to present his or her defence, prior to the decision to dismiss him or her. He or she may be required, if applicable, to supply all explanations.

14. Filling of Vacancies

In case of any vacancy caused by the death, incapacity, resignation, removal, or dismissal of a Director, a new Director shall be appointed (in the case of a Category A Director) or elected (in the case of a Category B Director) in accordance with Article 12 hereof, and such Director’s term shall begin as soon as written notice of the appointment of a Category A Director has been delivered to the Chairman or Secretary of the Board with return receipt requested, or immediately upon the election of a Category B Director by the Board.
15. **Directors’ remuneration**

The Directors must not be paid any remuneration unless it is authorised by clause 5 of the Memorandum.

16. **Loans to Directors and Officers**

No loans shall be made by the Charity to any of its Directors, officers, agents or employees.

17. **Conflicts of Interest**

17.1 The Board shall adopt a policy on conflicts of interest. Each member of the Board of Directors shall fully disclose to all other members any financial interest which he or she (or a family member) has in any firm, corporation, partnership or financial institution which the Charity has hired or proposes to hire or retain as an agent, or in which the Charity’s assets are or are proposed to be invested.

17.2 A conflict of interest is defined as a transaction in which the personal, professional or financial interests of a Director are in conflict or may be in conflict with his or her official responsibilities towards the Charity.

17.3 Provided that a Director has disclosed to the Board the nature and extent of any material interest of his or hers, a Director notwithstanding his or her office

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Charity or in which the Charity is otherwise interested;

(b) may be a director or officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Charity or in which the Charity is otherwise interested; and

(c) shall not, by reason of his or her office, be accountable to the Charity for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

For the purposes of Article 17.3

(a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

(b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of such Director.
18. **Proceedings of Directors**

18.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.

18.2 Any Director may call a meeting of the Directors.

18.3 The Secretary must call a meeting of the Directors if requested to do so by a Director.

18.4 Questions arising at a meeting shall be decided by a majority of votes except for decisions to change the number of directors, to amend the Articles of Association, or to dissolve the Fund which shall generally require three-quarters vote of the Board of Directors.

18.5 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.

18.6 The quorum shall be at least three-quarters of all then appointed Category A Directors.

18.7 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.

18.8 If the number of Category A Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

18.9 The Board shall, at its first board meeting, unanimously appoint one of their members to be Chairman of the Board. The Chairman shall be appointed for a period of three years and may only be reappointed for one period of three years thereafter.

18.10 If the Chairman is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint a Vice Chairman to chair that meeting.

18.11 The person appointed to chair meetings of the Directors shall have no function or powers except those conferred by these Articles or delegated to him or her by the Directors.

18.12 The Board shall meet at regular intervals but at least twice each year, and more often if the Board so decides. Regular and special meetings of the Board of Directors, or of any committee thereof, may be held at any location which has been agreed to by a majority of the Directors in writing or by vote.

18.13 Written notice of annual or regular meetings of the Board shall be given to each Director at least thirty days prior to the scheduled meeting. Written notice of each special meeting of the Board shall be given to each Director at least fourteen business days prior to the scheduled meeting. Notices shall be deemed to have been given when sent by special priority mail or delivery service with charges prepaid and return receipt requested, sent by facsimile, or delivered by messenger. Notices shall be sent to each Director at the address designated by him or her for that purpose, or, if none has been so designated, at his or her last known business address.
18.14 Oral or telephone notice of meetings shall not be considered as notice for purposes of this section. Notice of any meeting of the Board of Directors need not be given to any Director if waived by him or her in writing (including by electronic communication). A Director’s attendance at any meeting shall constitute waiver of notice of such meeting, excepting such attendance at a meeting by the Director for the purpose of objecting to the transaction of business because the meeting is not properly called or convened.

18.15 Members of the Board of Directors of the Charity, or any committee thereof, may participate in any regular or special meeting of the Board or of such committee by means of a conference telephone or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by a Director by such electronic means will constitute presence in person at any such meeting of the Board or of the committee.

18.16 To the extent permitted by law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors, or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or of such committee. Such written consent may be provided in counterparts, so long as all of the counterparts in the aggregate include the signatures of all members of the Board of Directors or of the committee, as the case may be.

18.17 The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Directors.

18.18 A Director shall not vote at a meeting of the Board or of a committee of Directors on any resolution concerning a matter in which he or she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Charity.

18.19 For the purposes of this Article, an interest of a person who is connected with a Director shall be treated as an interest of the Director.

19. Committees

19.1 The Board of Directors may create such committees as it deems desirable, the members of which shall be appointed by the Chairman of the Board, or by the Vice Chairman of the Board if there is no Chairman of the Board or if the Chairman is not present, with the consent of the Board. Members of a committee may, but need not be, members of the Board of Directors of the Charity, provided that the membership of each Committee shall include at least two members of the Board.

19.2 Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a contrary provision by the Board or in rules adopted by such committee, (i) a majority of the entire authorised number of members of each committee shall constitute a quorum for the transaction of business, (ii) the vote of a majority of the members present at a meeting at the time of such vote if a quorum is present shall be the act of such committee, (iii) each committee shall otherwise conduct its business in the same
manner as the Board of Directors conducts its business under Article 18 of these Articles, and (iv) no distinction shall be made between Board members serving on a committee and others serving on that committee, and so, for example, all members of a committee shall have equal voting power, and all members shall be counted in determining the presence or absence of a quorum.

20. Executive Office

The Charity shall establish and maintain a single executive office in the Islamic Republic of Mauritania, where the Charity's Executive Manager shall be based, and where originals or copies of all the Charity’s important legal, financial and administrative documents and records are kept.

21. Assets

21.1 The Charity’s assets shall consist of all property that it has acquired by gift, bequest, grant, contract, sale, purchase investment or otherwise, and shall be used exclusively to promote the Objects set forth above.

21.2 Assets of the Charity may be earmarked for the Banc d’Arguin National Park or specific purposes (including cross-border conservation activities), and may be subject to specific restrictions on investment and distribution, pursuant to an agreement between a donor and the Charity; provided, however, that the terms of any such agreement shall be consistent with all other provisions of the Charity’s Articles and Memorandum, and any applicable laws and regulations.

21.3 The Charity shall establish an investment policy. Any investment of the Charity’s assets shall only be carried out by a professional asset manager, in accordance with prudent investment policies and guidelines approved by the Directors. The assets of the Charity will be invested in-line with internationally recognised standards of fiduciary management in relation to conversation funds.

22. Seal

If the Charity has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director, and by the secretary or by a second Director.

23. Minutes

The Director must keep minutes of all:

23.1 appointments of officers made by the Directors;

23.2 proceedings at meetings of the Charity;

23.3 meetings of the Directors and committees of Directors including:

- the names of the Directors present at the meeting;
• the decision made at the meetings; and

• where appropriate the reasons for the decisions.

24. Accounts

24.1 The Directors must prepare for each financial year accounts as required by the 2006 Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

24.2 The Directors must keep accounting records as required by the 2006 Act.

25. Annual Report and Return and Register of Charities

25.1 The Directors must comply with the requirements of the Charities Act 1993 with regard to:

(a) the transmission of the statements of account to the Charity;

(b) the preparation of an annual report and its transmission to the Commission;

(c) the preparation of an annual return and its transmission to the Commission.

25.2 The Directors must notify the Commission promptly of any changes to the Charity’s entry on the Central Register of Charities.

25.3 Any notice to be given to or by any person pursuant to the Articles:

(a) must be in writing; or

(b) must be given using electronic communications.

25.4 The Charity may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it using electronic communications to the member’s address.

25.5 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

25.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
25.7 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

25.8 A notice shall be deemed to be given:

(a) 48 hours after the envelope containing it was posted; or

(b) in the case of an electronic communication, 48 hours after it was sent.

26. **Indemnity**

26.1 The Charity shall indemnify any Director or other office of the Charity against any liability incurred by him or her in that capacity to the extend permitted by section 232 to 234 of the 2006 Act.

26.2 Without prejudice to article 26.1 above the Charity may purchase and maintain for any person who is or was at any time a Director insurance against any liability which attaches to him or her in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity. The Charity may also purchase and maintain insurance for or for the benefit of any person who is or was at any time a Secretary of the Charity, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by him or her in respect of any act or omission in the actual or purported execution and/or discharge of his or her duties and/or exercise or purported exercise of his or her powers.

27. **Rules**

27.1 The Directors may from time to time make such reasonable and proper rules or by-laws as they may deem necessary or expedient for the proper conduct and management of the Charity.

27.2 The by-laws may regulate the following matters but are not restricted to them:

(a) the admission of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

(b) the conduct of members of the Charity in relation to one another, and to the Charity’s employees and volunteers;

(c) the setting aside of the whole or any part or parts of the Charity’s premises at any particular time or times or for any particular purpose or purposes;

(d) the procedure at general meetings and meetings of the Directors insofar as such procedure is not regulated by the 2006 Act or by these Articles;

(e) generally, all such matters as are commonly the subject matter of company rules.
27.3 The Directors must adopt such means as they think sufficient to bring the rules and by-laws to the notice of members of the Charity.

27.4 The rules or by-laws shall be binding on all members of the Charity. No rule or by-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

28. DISSOLUTION

28.1 Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

28.2 The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets in the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

(a) directly for the Objects; or

(b) by transfer to any charity or charities for purposes similar to the Objects; or

(c) to any charity for use for particular purposes that fall within the Objects.

28.3 Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

(a) directly for the Objects; or

(b) by transfer to any charity or charities for purposes similar to the Objects; or

(c) to any charity for use for particular purposes that fall within the Objects.

28.4 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission.