

manas

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Manas International Ltd

Company No: 15722484

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Endorsed by Manas Board of Trustees

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INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

PURPOSES AND POWERS

2. Purposes

The Company exists to further the following purposes:

2.1 To offer psychological expertise on the impact of collective violence to other organisations engaging with international justice and recovery through training, mentoring, research, technical guidance; and advocacy support.

2.2 To advance all charitable benevolent and philanthropic purposes.

3. Powers

3.1 To further its purposes the Company may:

3.1.1 provide and assist in the provision of money, materials or other help;

3.1.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.1.5 provide or procure the provision of counselling and guidance;

- 3.1.6 provide or procure the provision of advice;
- 3.1.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.10 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.11 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.12 accept (or disclaim) gifts of money and any other property;
- 3.1.13 raise funds by way of subscription, donation or otherwise;
- 3.1.14 trade in the course of carrying out the purposes of the Company and carry on any other trade;
- 3.1.15 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.16 subject to Article 3 (Limitation on private benefits):
 - engage and pay employees, consultants and professional or other advisers;
 - establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property;
- 3.1.17 become a member, associate or affiliate of or act as trustee or director or appoint trustees or directors of any other organisation;
- 3.1.18 undertake and execute charitable and other trusts;
- 3.1.19 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company;
- 3.1.20 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

- 3.1.21 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.1.22 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.1.23 to the fullest extent permitted by law, provide indemnity insurance for the Directors or any other officer of the Company; and
- 3.1.24 do all such other lawful things as may further the Company's purposes.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

Application of income and property

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its purposes.

Permitted benefits to members

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company unless the payment is permitted by Articles 5 or 6.

DIRECTORS' BENEFITS

5. Remuneration of Directors and Directors' expenses

- 5.1 Directors may undertake any services for the company that the directors decide.
- 5.2 Directors are entitled to such reasonable and proper remuneration as the directors determine
 - 5.2.1 for their services to the company as directors, and
 - 5.2.2 for any other service which they undertake for the company.
- 5.3 Subject to the articles, a director's remuneration may
 - 5.3.1 take any form, and

5.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

5.4 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

5.5 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

5.5.1 meetings of directors or committees of directors,

5.5.2 general meetings or separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

LIMITATION OF LIABILITY AND INDEMNITY

6. Liability of members

6.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

6.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;

6.1.2 payment of the costs, charges and expenses of winding up; and

6.1.3 adjustment of the rights of the contributories among themselves.

7. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation

to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

ASSET LOCK

8. Asset Lock

8.1 Notwithstanding any provision of these Articles, the Company shall not transfer any of its assets other than for full consideration.

8.2 Article 9.1 shall not apply to:

8.2.1 The transfer of assets to any charity, community interest company or other body with similar purposes and an equivalent asset lock; and

8.2.2 The transfer of assets made in advancement of the purposes and for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

9. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

10. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

11. Directors may delegate

11.1 Subject to the Articles, the Directors may delegate any of their powers or functions to the Senior Management Team (SMT).

11.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Company to any person or to the Senior Management Team (SMT).

11.3 Any delegation by the Directors may be:

11.3.1 by such means;

11.3.2 to such an extent;

11.3.3 in relation to such matters or territories; and

11.3.4 on such terms and conditions;

as they think fit.

11.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

11.5 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

12. **Delegation of day-to-day management powers**

12.1 In the case of delegation of the day-to-day management of the Company to the Executive Director, the Senior Management Team (SMT), or the other manager related to the project implementation:

12.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

12.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

DECISION-MAKING BY DIRECTORS

13. **Directors to take decisions collectively**

13.1 Any decision of the Directors must be either:

13.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 23); or

13.1.2 a unanimous decision taken in accordance with Article 24.

14. **Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

15. **Casting vote**

15.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

15.2 Article 23.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. **Conflicts of interest**

Declaration of interests

16.1 Unless Article 25.2 applies, a Director must declare the nature and extent of:

16.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

16.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

16.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

16.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

16.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect

of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

- 16.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:
 - a. any benefit by any person in their capacity as a beneficiary of the Company;
 - b. reimbursement of reasonable and properly incurred expenses;
 - c. the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.30;
 - d. payment under the indemnity set out at Article 8; and
 - e. a decision to approve a policy in general terms under which the Directors may benefit from remuneration and payment of expenses (provided that no Director may take part in any decision on his or her own remuneration);
- 16.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary in which case the conflicted Director must comply with Article 25.5.
- 16.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 25.5, they must:
 - 16.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
 - 16.5.2 not be counted in the quorum for that part of the process; and
 - 16.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 16.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with their obligations under these Articles in respect of that conflict:
 - 16.6.1 the Director shall not be in breach of their duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and

16.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

17. **Director's discretion to make further rules**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT AND RETIREMENT OF DIRECTORS

18. **Number of Directors**

18.1 There shall be [one] Director for the first 6 months, and a board of at least three Directors will be subsequently set up.

18.2. The Board of trustees shall operate in accordance with its Terms of Reference, as agreed and amended from time to time.

19. **Appointment of Directors**

19.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

19.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 31, may be appointed to be a Director by a decision of the Directors.

19.3 No person may be appointed as a Director unless he or she has reached the age of 18 years.

20. **Disqualification, resignation and removal of Directors**

20.1 A Director shall cease to hold office if:

20.1.1 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least [three] Directors will remain in office when such resignation has taken effect);

20.1.2 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law or is otherwise disqualified from acting as a director;

- 20.1.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 20.1.4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 20.1.5 at a meeting of the Directors at which at least [two] of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or
- 20.1.6 he or she ceases to be a member of the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

21. Directors as members

- 21.1 The Directors from time to time shall be the only members of the Company.
- 21.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.
- 21.3 The names of the members of the Company must be entered in the register of members.

22. Termination of membership

- 22.1 A member shall cease to be a member if he or she ceases to be a Director.
- 22.2 Membership is not transferable and shall cease on death.

DECISION-MAKING BY MEMBERS

23. Members' Meetings

- 23.1 The Directors may call a general meeting of the members at any time.
- 23.2 Such meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

- 23.3 The quorum for general meetings is two, provided that if the quorum for Directors' meetings is fixed at a different level by a decision of the Directors, in accordance with Article 21.2, the quorum for general meetings shall change accordingly.

WRITTEN RESOLUTIONS

24. Written resolutions of members

General

- 24.1 Subject to this Article 36 a written resolution agreed by:
- 24.1.1 members representing a simple majority; or
- 24.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 24.2 On a written resolution each member shall have one vote.
- 24.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 24.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 24.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 24.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 24.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 24.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

24.9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

24.9.1 identifying the resolution to which it relates; and

24.9.2 indicating the member's agreement to the resolution.

24.10 For the purposes of Article 36.9:

24.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

24.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

the identity of the sender is confirmed in a manner specified by the Company;
or

where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

24.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 "Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;

1.2	"Articles"	the Company's articles of association;
1.3	"Chair"	has the meaning given in Article 13;
1.4	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.5	"Clear Days"	in relation to the period of a notice, that 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;
1.6	"Company"	Global Partners Governance Foundation Limited;
1.7	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	"Connected"	<p>in relation to a Director means any person falling within any of the following categories:</p> <ul style="list-style-type: none"> (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which the Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.9	"Director"	a director of the Company, and includes any person occupying the position of director, by whatever name called;

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| 1.10 | "Document" | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.11 | "Electronic Form" and "Electronic Means" | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.12 | "Hard Copy" and "Hard Copy Form" | have the meanings respectively given to them in the Companies Act 2006; |
| 1.13 | "Public Holiday" | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.14 | "Secretary" | the secretary of the Company (if any); |
| 1.15 | "Writing" | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.