

Formation, Investment and Governance of Subsidiaries

Enabling Policy Statement; Executive Owner; Approval Route:	Our Operations - Chief Operating Officer - Operations Committee
Associated Policy Statements:	Our Partners and Reputation - Vice-President Global
Authorised Owner:	University Secretary and General Counsel
Authorised Co-ordinator:	Head of Governance
Effective date:	December 2024
Due date for full review:	December 2027
Sub documentation:	N/A.

Approval History

Version	Reason for review	Approval Route	Date
1.0	To reflect changes to the scheme of delegation approved by EB October 2022 and Council November 2022	Executive Board Council	20/10/22 24/11/22
2.0	To reflect new template articles and governance agreements and simplify.	Executive Board Council Operations Committee	20/11/2024 27/11/2024 12/12/2024

1. Purpose

- 1.1. In accordance with charity law considerations, the University will seek to undertake non-charitable trading through Subsidiaries where this is in the University's best interests. Those interests include the need to run operations as efficiently as possible and increase revenues through trading activities, to maximise resources available for teaching and research.
- 1.2. This Procedure is aimed at ensuring that the University uses Subsidiaries appropriately by setting out the matters that need to be addressed and that Council retains sufficient oversight over the University's portfolio of Subsidiaries. As the University remains accountable for its Subsidiaries, this Procedure is also associated with the Our Partners and Reputation Policy Statement.

2. Scope and Exceptions to the Procedure

- 2.1. This Procedure applies to the formation, investment into and governance of all University Subsidiaries. There are no exceptions to this Procedure.

3. Definitions and Terminology

- 3.1. The following definitions apply to this Procedure

"Ancillary trading" means trading ancillary to a charity's primary purpose, legally part of the charity's 'primary purpose trading'. For the University, this will include such matters as student accommodation and catering;

"Default Governance Documentation" means the documentation at annex 1.

"Governance Agreement" the agreement that must, in accordance with this Procedure, be put in place between the University and each of its Subsidiaries which sets out matters requiring consent from the University.

"Governance Documentation" means Articles of Association (or equivalent for non Ltd companies), Governance Agreement.

"Investment" means investment by way of share capital or loan capital into a Trading Subsidiary;

"Mixed Subsidiary" a subsidiary that carries out primary/ancillary trading and non-primary purpose trading;

"Primary purpose trading" means trading that is carried on by a charity in the course of carrying out a primary purpose of the charity. For the University, its primary purpose is set out in its Charter and includes Ancillary trading;

"Sponsoring EB Member" the member of the Senior Executive Team who is sponsoring a proposed Subsidiary formation under this Procedure;

"Subsidiary" means: a company:

- a) in which the University holds a majority of the voting rights; or
 - b) of which the University is a Member and has the right to appoint or remove a majority of the directors; or
 - c) of which the University is a Member and controls, alone, or under an agreement with other Members, a majority of the voting rights
- or if it is a subsidiary of a company that is itself a subsidiary of that other company.

"Wholly- owned Subsidiary" is a company of which the University is the only Member.

4. Procedural Principles

- 4.1. Approval for the formation of all new Subsidiaries and investment into Subsidiaries is provided for at para 10 of the Scheme of Delegation. This Procedure provides further procedural guidelines.

10	Commercialisation and Investment	Limit	Final Authority
10.1	Approval of subsidiaries Low risk applies where: <ul style="list-style-type: none"> • No investment is being or will be sought (see 10.2 for approvals) • No assets (including staff, IP, goodwill) will be transferred to the subsidiary • The default governance documentation applies • The subsidiary will not require a bank account (see 10.6 below) • It is wholly owned limited liability company 		Council
		Low risk	Vice-Chancellor
10.2	Approval of equity investment or loan capital into subsidiaries. Any investment should be approved by CFO as being in accordance with University covenants. <i>Any borrowing over £500k is subject to Finance Committee scrutiny and recommendation, and be in accordance with the University's financial covenants</i>	Over £1m	Council
		Up to £1m	Vice-Chancellor sitting as Executive Board
10.3	Capital investment in commercialisation projects <i>Non primary purpose, including spin-outs (excluding subsidiaries).</i>	Over £1m	Council
		Up to £1m	Vice-Chancellor sitting as Executive Board
10.4	Sale of shares in spin-out companies	Over £1m	Council
		Up to £1m	Vice-Chancellor sitting as Executive Board
10.5	Approval of non-default Governance Documentation for Subsidiaries		Council
10.6	Approval for subsidiary to set up bank account		CFO on recommendation of subsidiary board
10.7	Default position for approval of acquisition and disposal of assets (land and building and including leases) by subsidiaries* <i>Default position may be overridden by bespoke governance agreements approved by Council.</i>	Up to £1m	VC on recommendation of Subsidiary Board
		Up to £5m	Finance Committee (on recommendation of Subsidiary Board and VC)
		Over £5m	Council (on recommendation of Subsidiary Board, Finance Committee and VC)
10.8	Approval of investment into joint ventures or partnerships of the University <i>Any investment should be approved by CFO being in accordance with University covenants. Any borrowing over £500k is subject to Finance Committee scrutiny and recommendation, and be in accordance with the University's</i>	Up to £1m	VC sitting as EB
		Over £1m	Council

	<i>financial covenants</i>		
10.9	<p>Approval of investment into joint ventures or partnerships of subsidiaries</p> <p><i>Any investment should be approved by CFO as being in accordance with University covenants.</i></p> <p><i>Any borrowing over £500k is subject to Finance Committee scrutiny and recommendation, and be in accordance with the University's financial covenants</i></p>	<p>Up to £1m</p> <p>Over £1m</p>	<p>VC sitting as EB</p> <p>Council</p>

** For the purposes of the procedure and the default governance agreement, the Scheme will provide levels of approval for acquisition and disposals. Some subsidiaries, for example Blackwell Park Ltd, will need their bespoke governance agreements in relation to acquisitions and disposals to reflect their business needs.*

4.2. Risk Categories

The formation of subsidiaries will be deemed not to be high risk only where each of the below applies:

- no investment is being or will be sought (for the avoidance of doubt this does not include the share issued at nominal value on formation, normally £1);
- no assets (including staff, IP, goodwill) will be transferred to the subsidiary;
- the default Governance Documentation applies;
- the Subsidiary will not require a bank account;
- it is a wholly owned limited liability company.

4.3. Process for approval of a new Subsidiary.

4.3.1. The following matters must be addressed by the Sponsoring EB Member in its proposal to the approving body set out in the Scheme of Delegation and at paragraph 4.1 above

a. *Proposed name of the Subsidiary*

b. *Nature of the proposed activities*

- If the activities are primary or ancillary, the benefit to the University of the activities being delivered via a Subsidiary which must exceed the additional costs to the University of running the Subsidiary;
- If the activities are non-primary purpose trading, a business plan showing financial viability of the trading Subsidiary, based on its business plan, cash flow forecasts, profit projections, risk analysis and other available information;

c. *Any University staff, buildings or equipment that will be provided to the Subsidiary;*

d. *Governance Documentation (where this is not the Default Governance Documentation)*

e. *Proposed Directors*

f. *The investment required to be made by the University.*

4.3.2. Where Investment is to be made into the proposed Subsidiary appropriate financial advice on the suitability of the investment should be provided. What is 'appropriate' will depend on the circumstances. The cost of taking the advice is a relevant factor, and the cost should be commensurate to the size of the proposed investment.

4.3.3. Where University assets will be transferred into the Subsidiary, written confirmation from the Chief Financial Officer that this transfer does not impact on financial covenants and that there are no adverse tax consequences.

4.3.4. Where the University will be providing services to the Subsidiary (such as finance, HR, IT, staff)

the terms on which these will be provided. Market rates should be applied where the Subsidiary is not carrying out Primary or Ancillary purpose activities. Legal and finance advice should be sought for Mixed Subsidiaries.

4.3.5. Approval to form the Subsidiary must be either in writing (where Chair's action is taken) or by resolution of the relevant body.

4.4. Registering a wholly-owned Subsidiary

4.4.1. Requests to register a Subsidiary may only be made when approval has been given by the appropriate body as set out in section 10.1 of the Scheme of Delegation and this Procedure. Requests must be made by the Sponsoring EB Member to Secretariat (Secretariat & Legal) secretariat@surrey.ac.uk with the following information:

- Written approval to register a Subsidiary from the appropriate body
- Name of Subsidiary and details of the Executive Board member(s) and other individuals who will be director(s). One of the directors appointed by the University would normally be the Sponsoring EB Member.

4.4.2. Unless Council has approved bespoke Governance Agreements for the Subsidiary, the Subsidiary will be registered with the Default Governance Documentation.

4.5. Limited Exceptions

4.5.1. In limited circumstances, the University will register a Subsidiary prior to the necessary approval being obtained under para 4.2, where there is compelling evidence that registration is required to protect the proposed name of the Subsidiary (i.e. to prevent a company being registered at Companies House by a third party using the same or a similar name). In those circumstances, the request must be made by the Sponsoring EB Member Secretariat (Secretariat & Legal) secretariat@surrey.ac.uk with the following information:

- Written approval to register the Subsidiary from the Chief Financial Officer
- The proposed name of the Subsidiary
- The reasons for this exceptional procedure being used
- The name of the director(s) of the proposed Subsidiary

4.5.2. Where the procedure at 4.5.1 is adopted, the Secretariat will register the company using the Default Governance Documentation. The company must remain dormant until the necessary approvals have been obtained under para 10 Scheme of Delegation following the process set out at para 4.1 above.

4.6. Other Legal Forms

This includes all other legal entities including but not limited to: companies limited by guarantee; unlimited company; Limited Liability Partnership; Community Interest Company. Specialist legal and tax advice must be obtained prior to the formation of these entities. The legal and tax advice should be provided by the Sponsoring EB Member to Council in addition to the documentation required at para 4.3 above.

Governance of Subsidiaries

4.6.1. Section 3 of the Scheme of Delegation provides:

3	Governance, Management and Controls – continued	Limit	Final authority
3.6	Approval of expenditure by non-primary trading subsidiaries <i>“Subsidiary” has the meaning ascribed to it in section 1159 of the Companies Act 2006. “Subsidiary governance documents” means Articles of Association, Governance Agreement or equivalent (e.g. Partnership Agreement for LLPs), setting out matters requiring University consent and the approval process which determines which individual or body within the University exercises the consent on behalf of the University.</i>		As per relevant subsidiary governance documents
3.7	Approvals reserved to the University (VC as EB, or Council) in relation to subsidiaries		As per relevant subsidiary governance documents

4.6.2. Council has accordingly approved template Governance Documents that will apply to all University Subsidiaries, unless Council has approved bespoke Governance Documents for a particular subsidiary. These can be found at Annex 1 to this Procedure.

5. Governance Requirements

5.1. Implementation: Communication Plan

This Procedure will be published on the Policies and Procedures Webpages. All Executive Board Members will communicate the Procedure to their senior leadership teams.

5.2. Implementation: Training Plan

No specific training is required for this Procedure.

5.3. Implementation: Maintenance and Administration

The default position is that a member of the Secretariat will act as Secretary to the Subsidiary and be responsible for all Company filings and for administration of meetings. Exceptions to this position must be approved by the Vice-Chancellor.

5.4. Review

This Procedure will be reviewed every three years.

5.5. Legislative Context and Higher Education Sector Guidance or Requirements

Income and Corporation Taxes Act 1988

Finance Act 2000

Companies Act 2006

Charity Commissioner Guidance <https://www.gov.uk/government/publications/trustees-trading-and-tax-how-charities-may-lawfully-trade-cc35/trustees-trading-and-tax-how-charities-may-lawfully-trade>

5.6. Sustainability

This Procedure has no environmental impact. Subsidiaries should align with University policy goals around sustainability, particularly ensuring they address Net Zero Carbon targets.

6. Stakeholder Engagement and Equality Impact Assessment

6.1. An Equality Impact Assessment was completed on 11/10/2022 and is held by the Authorised Co-ordinator.

6.2. Stakeholder Consultation was completed, as follows:

Stakeholder	Nature of Engagement	Date	Name of Contact
Governance	Shared draft	13/11/2024	Kelley Padley
H&S	Shared draft	18/11/2024	Matt Purcell
Sustainability	Shared draft	18/11/2024	Martin Wiles
Academic Freedom of Speech	Shared draft	13/11/2024	Abi Bradbeer
Our Operations PS Executive Owner	Meeting	31/10/2024	Will Davies
Our Partnership and Reputation PS Executive Owner	Email consultation	12/11/2024	Patrick Degg
Chief Financial Officer	Meeting	31/10/2024	Matthew Knight
Information Compliance Unit	Shared draft	13/11/2024	Ewan Robson
IT Services	Shared draft		Jon Ward

ANNEX 1: DEFAULT GOVERNANCE DOCUMENTATION

Articles [new ones without Uni directors]

Company number -

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

1 DEFINITIONS AND INTERPRETATION

1.1 In these articles, unless expressly stated to the contrary, the following expressions shall have the following meanings:

articles	the company's articles of association;
2006 Act	the Companies Act 2006, to the extent in force from time to time, including any statutory modification or re-enactment thereof for the time being in force;
bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Companies Acts	has the meaning given in section 2 of the 2006 Act, including any statutory modification or re-enactment thereof for the time being in force;
director	a director of the company, and includes any person occupying the position of director, by whatever name called;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the 2006 Act;
eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
fully paid	in relation to a share, that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;
hard copy form	has the meaning given in section 1168 of the 2006 Act;
holder	in relation to shares, the person whose name is entered in the register of members as the holder of the shares;
paid	paid or credited as paid;
partly paid	in relation to a share, that part of the share's nominal value or any premium at which it was issued has not been paid to the company;
qualifying person	(a) an individual who is a shareholder; or (b) a person authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to a meeting; or (c) a person appointed as a proxy of a shareholder in relation to the meeting;
shareholder	a person who is the holder of a share;
share	a share in the company;

transmittee a person entitled to a share by reason of the death or bankruptcy of a shareholder, or otherwise by operation of law;

University the University of Surrey of Guildford, Surrey, GU2 7XH;

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.

1.2 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate unincorporated associations and partnerships.

1.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the 2006 Act as in force on the date when these articles become binding on the company.

2 LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

3 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.

4 SHAREHOLDERS' RESERVE POWER

4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5 DIRECTORS MAY DELEGATE

5.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

5.1.1 to such person or committee;

5.1.2 by such means (including by power of attorney);

5.1.3 to such an extent;

5.1.4 in relation to such matters or territories; and

5.1.5 on such terms and conditions as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the

directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part or alter its terms and conditions.

6 COMMITTEES

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

7.2 If:

7.2.1 the company only has one director for the time being; and

7.2.2 no provision of the articles requires it to have more than one director

the general rule does not apply, and the sole director may (for so long as they remain the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making, and shall have the authority to exercise all the powers and discretions under these articles expressed to be vested in the directors generally.

8 UNANIMOUS DECISIONS

8.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

9 CALLING A DIRECTORS' MEETING

9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

9.2 Notice of any directors' meeting must indicate:

9.2.1 its proposed date and time;

9.2.2 where it is to take place; and

9.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.4 Notice of a directors' meeting need not be given to directors who waive their

entitlement to notice of that meeting, by giving notice to that effect to the company at any time before or not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10 PARTICIPATION IN DIRECTORS' MEETINGS

10.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

10.1.1 the meeting has been called and takes place in accordance with the articles; and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11 QUORUM FOR DIRECTORS' MEETINGS

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and, unless otherwise fixed, it is two eligible directors. This is subject to article 11.3 in the case of a sole director and subject to article 11.4.

11.3 Where there is only one director in office for the time being, the quorum is one director.

11.4 For the purposes of any meeting (or part of a meeting) held to consider the authorisation of a director's conflict pursuant to article 14.1, if there is only one eligible director in office, the quorum for such meeting (or part of a meeting) shall be one eligible director.

11.5 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

11.5.1 to appoint further directors; or

11.5.2 to call a general meeting so as to enable the shareholders to appoint further directors.

12 CHAIRING OF DIRECTORS' MEETINGS

12.1 The University shall appoint a director to chair directors' meetings, unless there is only one director in office for the time being.

12.2 The person so appointed for the time being is known as the chair.

12.3 The University may terminate the chair's appointment at any time.

12.4 If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

13 CASTING VOTE

13. If the numbers of votes for and against a proposal are equal, the chair or other director chairing the meeting has a casting vote.
- 13.2 But this does not apply if, in accordance with the articles or the Companies Acts, the chair or other director chairing the meeting is not an eligible director.

14 AUTHORISATION OF CONFLICTS

- 14.1 The directors may, subject to and in accordance with this article 14, authorise any matter or situation which would otherwise result in a director breaching their duty under section 175 of the 2006 Act to avoid conflicts of interest.
- 14.2 Any authorisation under article 14.1 shall be effective only if any requirement as to the quorum for consideration of the relevant matter or situation is met without counting the interested director and any other interested director, and it is agreed to without their voting or would have been agreed to if their vote(s) had not been counted.
- 14.3 Any authorisation under article 14.1 may be given subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, whether at the time of authorisation or subsequently. In particular the directors may:
 - 14.3.1 extend such authorisation to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised;
 - 14.3.2 require that the interested director is excluded from the receipt of documentation and information, the participation in discussions and/or the making of decisions (whether at meetings of the board or otherwise) related to such matter or situation;
 - 14.3.3 provide that the interested director shall or shall not be an eligible director in respect of any future decision of the directors in relation to the matter or situation of conflict;
 - 14.3.4 provide that, where the interested director obtains or has obtained (through their involvement with the matter or situation of conflict and otherwise than through their position as a director of the company) information that is confidential to a third party, they shall not be obliged to disclose that confidential information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence;
 - 14.3.5 allow the interested director to be absent from the discussion of matters relating to the conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent that they relate to such matter or situation of conflict; and
 - 14.3.6 allow the interested director to make such arrangements as he thinks fit for board and committee papers to be received and read by a professional adviser on behalf of that director.
- 14.4 The directors may vary or revoke such authorisation at any time, but this will not affect anything done by the interested director in accordance with the terms of such authorisation prior to such revocation or variation.
- 14.5 A director, notwithstanding their office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any subsidiary or holding

company of the company or any other body corporate in which the company is otherwise directly or indirectly interested (including, while the University is a shareholder, the University) and no further authorisation under article 14.1 shall be necessary in respect of any such interest.

- 14.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director) to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors in accordance with these articles, by the company or by these articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

15 INTERESTS IN PROPOSED OR EXISTING TRANSACTIONS OR ARRANGEMENTS

- 15.1 Provided a director has declared the nature and extent of their interest in accordance with the requirements of section 177 and/or section 182 (but subject to sections 177(5), 177(6), 182(5) and 182(6) of the 2006 Act), a director who is in any way, whether directly or indirectly interested in a proposed or existing transaction or arrangement with the company:
- 15.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise directly or indirectly interested;
 - 15.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 15.1.3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 15.1.4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any holding company or subsidiary of the company or any other body corporate in which the company is otherwise directly or indirectly interested (including, while the University is a shareholder, the University); and
 - 15.1.5 shall not, save as they may otherwise agree, be accountable to the company for any remuneration, profit or other benefit which they (or a person connected with them) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such holding company, subsidiary or other body corporate and no such transaction or arrangement shall be liable to be avoided on such grounds, nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of their duty under section 176 of the 2006 Act.
- 15.2 The provisions of articles 15.1.1 to 15.1.5 are subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 14.3.
- 15.3 Any Director who is also a University employee or member of Council shall be entitled to provide to the University (and to any of its professional advisers) such information

concerning the company as they may think fit and shall not breach their statutory duties in so doing.

16 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

17 DIRECTORS' 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.

18 METHODS OF APPOINTING DIRECTORS

18.1 So long as the University is a shareholder it shall be entitled to appoint by written notice to the company any person to be a director. The University may from time to time by written notice to the company remove any director from office. Any such notice of appointment or removal of a director in accordance with this Article 18.1 shall be signed on behalf of the University and shall take effect on the earlier of its service on the company or its production to a meeting of the directors.

18.2 Otherwise than appointments made in accordance with article 18.1, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director (subject always to the University's prior written approval to that director's appointment having first been received by the company):

18.2.1 by decision of the chair of the board of directors; or

18.2.2 by ordinary resolution; or

18.2.3 by a decision of the directors,

18.3 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

18.4 For the purposes of article 18.3 where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

18.5 Unless otherwise determined by ordinary resolution and subject to the proviso in article 18.2, the number of directors (other than alternate directors) shall be not less than one but shall not be subject to any maximum in number.

19 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

19.1 notification of that director's removal is received in accordance with article 18.1;

19.2 that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;

- 19.3 a bankruptcy order is made against that person;
- 19.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 19.5 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 19.6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

20 DIRECTORS' REMUNERATION

- 20.1 Directors may undertake any services for the company that the directors decide.
- 20.2 Directors are entitled to such remuneration as the directors determine:
 - 20.2.1 for their services to the company as directors; and
 - 20.2.2 for any other service which they undertake for the company.
- 20.3 Subject to the articles, a director's remuneration may:
 - 20.3.1 take any form; and
 - 20.3.2 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.
- 20.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 20.5 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.

21 DIRECTORS' EXPENSES

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

- 21.1 meetings of directors or committees of directors;
- 21.2 general meetings; or
- 21.3 separate meetings of the holders of any class of shares or 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.

22 ALTERNATE DIRECTORS

- 22.1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - 22.1.1 exercise that director's powers; and
 - 22.1.2 carry out that director's responsibilitiesin relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 22.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

23 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 23.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 23.2 Except as the articles specify otherwise, alternate directors:
- 23.2.1 are deemed for all purposes to be directors;
 - 23.2.2 are liable for their own acts and omissions;
 - 23.2.3 are subject to the same restrictions as their appointors; and
 - 23.2.4 are not deemed to be agents of or for their appointors
- and in particular (without limitation) each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their appointor is a member.
- 23.3 A person who is an alternate director but not a director:
- 23.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 23.3.2 may participate in a unanimous decision of the directors (but only if their appointor is an eligible director in relation to that decision, but does not participate); and
 - 23.3.3 shall not be counted as more than one director for the purposes of articles 23.3.1 and 23.3.2.
- 23.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the directors (provided that their appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 23.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

24 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 24.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 24.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 24.3 on the death of the alternate's appointor; or
- 24.4 when the alternate's appointor's appointment as a director terminates.

25 SECRETARY

The company shall not be required to have a company secretary. However, the directors may, in their discretion and from time to time, appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint

a replacement.

26 ALLOTMENT OF SHARES

- 26.1 The directors have the powers given by section 550 of the 2006 Act to allot shares in the company, or to grant rights to subscribe for or to convert any security into shares in the company.
- 26.2 In accordance with section 567(1) of the 2006 Act, sections 561 and 562 of the 2006 Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the 2006 Act) by the company.
- 26.3 In accordance with section 573(2) of the 2006 Act, the directors shall have the power to sell ordinary shares in the company that immediately before the sale were held by the company as treasury shares as if section 561 of the 2006 Act did not apply to that sale.

27 POWERS TO ISSUE DIFFERENT CLASSES OF SHARES

- 27.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

28 POWER TO PURCHASE OWN SHARES

Without limiting or otherwise prejudicing any power conferred on the company to purchase its own shares pursuant to Chapter 4 of Part 18 of the 2006 Act, the company may purchase its own shares with cash pursuant to section 692(l)(b) of the 2006 Act up to an amount in any financial year specified in that section.

29 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

30 SHARE CERTIFICATES

- 30.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 30.2 Every certificate must specify:
 - 30.2.1 in respect of how many shares, of what class, it is issued;
 - 30.2.2 the nominal value of those shares;
 - 30.2.3 the amount paid up on them; and
 - 30.2.4 any distinguishing numbers assigned to them.

- 30.3 No certificate may be issued in respect of shares of more than one class.
- 30.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 30.5 Certificates must:
 - 30.5.1 have affixed to them the company's common seal; or
 - 30.5.2 be otherwise executed in accordance with the Companies Acts.

31 REPLACEMENT SHARE CERTIFICATES

- 31.1 If a certificate issued in respect of a shareholder's shares is:
 - 31.1.1 damaged or defaced; or
 - 31.1.2 said to be lost, stolen or destroyedthat shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 31.2 A shareholder exercising the right to be issued with such a replacement certificate:
 - 31.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 31.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - 31.2.3 must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the directors decide.

32 COMPANY'S LIEN OVER PARTLY PAID SHARES

- 32.1 The company has a lien ("company's lien") over every share which is partly paid for any part of:
 - 32.1.1 that share's nominal value; and
 - 32.1.2 any premium at which it was issuedwhich has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.
- 32.2 The company's lien over a share:
 - 32.2.1 takes priority over any third party's interest in that share; and
 - 32.2.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.
- 32.3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

33 ENFORCEMENT OF THE COMPANY'S LIEN

- 33.1 Subject to the provisions of this article, if:
 - 33.1.1 a lien enforcement notice has been given in respect of a share; and
 - 33.1.2 the person to whom the notice was given has failed to comply with it;

the company may sell that share in such manner as the directors decide.

33.2 A lien enforcement notice:

33.2.1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

33.2.2 must specify the share concerned;

33.2.3 must require payment of the sum payable within 14 days of the notice;

33.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and

33.2.5 must state the company's intention to sell the share if the notice is not complied with.

33.3 Where shares are sold under this article:

33.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

33.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

33.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

33.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;

33.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.

33.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:

33.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

33.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

34 CALL NOTICES

34.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice ("call notice") to a shareholder requiring the shareholder to pay the company a specified sum of money ("call") which is payable in respect of shares which that shareholder holds at the date when the directors decide to send the call notice.

34.2 A call notice:

34.2.1 may not require a shareholder to pay a call which exceeds the total sum unpaid on

that shareholder's shares (whether as to the share's nominal value or any amount payable to the company by way of premium);

- 34.2.2 must state when and how any call to which it relates it is to be paid; and
- 34.2.3 may permit or require the call to be paid by instalments.
- 34.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 days have passed since the notice was sent.
- 34.4 Before the company has received any call due under a call notice the directors may:
 - 34.4.1 revoke it wholly or in part; or
 - 34.4.2 specify a later time for payment than is specified in the notice by a further notice in writing to the shareholder in respect of whose shares the call is made.

35 LIABILITY TO PAY CALLS

- 35.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 35.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 35.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
 - 35.3.1 to pay calls which are not the same; or
 - 35.3.2 to pay calls at different times.

36 WHEN CALL NOTICE NEED NOT BE ISSUED

- 36.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium):
 - 36.1.1 on allotment;
 - 36.1.2 on the occurrence of a particular event; or
 - 36.1.3 on a date fixed by or in accordance with the terms of issue.
- 36.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

37 FAILURE TO COMPLY WITH CALL NOTICE

- 37.1 If a person is liable to pay a call and fails to do so by the call payment date:
 - 37.1.1 the directors may issue a notice of intended forfeiture to that person; and
 - 37.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 37.2 For the purposes of this article:
 - 37.2.1 the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date;

37.2.2 the "relevant rate" is:

- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

37.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

37.4 The directors may waive any obligation to pay interest on a call wholly or in part.

38 NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

- 38.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- 38.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- 38.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- 38.4 must state how the payment is to be made; and
- 38.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

39 DIRECTORS' POWER TO FORFEIT SHARES

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

40 EFFECT OF FORFEITURE

- 40.1 Subject to the articles, the forfeiture of a share extinguishes:
 - 40.1.1 all interest in that share, and all claims and demands against the company in respect of it; and
 - 40.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.
- 40.2 Any share which is forfeited in accordance with the articles:
 - 40.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
 - 40.2.2 is deemed to be the property of the company; and
 - 40.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 40.3 If a person's shares have been forfeited:

- 40.3.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 40.3.2 that person ceases to be a shareholder in respect of those shares;
 - 40.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
 - 40.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 40.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 40.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

41 PROCEDURE FOLLOWING FORFEITURE

- 41.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 41.1.1 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 41.1.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 41.2 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 41.3 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:
- 41.3.1 was, or would have become, payable; and
 - 41.3.2 had not, when that share was forfeited, been paid by that person in respect of that share
- but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.

42 SURRENDER OF SHARES

- 42.1 A shareholder may surrender any share:
- 42.1.1 in respect of which the directors may issue a notice of intended forfeiture;
 - 42.1.2 which the directors may forfeit; or

42.1.3 which has been forfeited.

42.2 The directors may accept the surrender of any such share.

42.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

42.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

43 SHARE TRANSFERS

43.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the shares are fully paid, the transferee.

43.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

43.3 The company may retain any instrument of transfer which is registered.

43.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

43.5 The directors may in their absolute discretion refuse to register the transfer of a share, whether or not it is a fully paid share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

44 TRANSMISSION OF SHARES

44.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

44.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

44.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

44.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

44.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

45 EXERCISE OF TRANSMITTEES' RIGHTS

45.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

45.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

45.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

46 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person nominated under article 45.2, has been entered in the register of members.

47 PROCEDURE FOR DECLARING DIVIDENDS

- 47.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 47.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 47.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 47.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 47.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 47.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 47.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

48 CALCULATION OF DIVIDENDS

- 48.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
 - 48.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - 48.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 48.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 48.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

49 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 49.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it can be paid by any means of payment as the directors decide.
- 49.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a

dividend or other sum is payable:

49.2.1 the holder of the share; or

49.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

49.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

50 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

50.1 If:

50.1.1 a share is subject to the company's lien; and

50.1.2 the directors are entitled to issue a lien enforcement notice in respect of it they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

50.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

50.3 The company must notify the distribution recipient in writing of:

50.3.1 the fact and amount of any such deduction;

50.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

50.3.3 how the money deducted has been applied.

51 NO INTEREST ON DISTRIBUTIONS

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

51.1 the terms on which the share was issued; or

51.2 the provisions of another agreement between the holder of that share and the company.

52 UNCLAIMED DISTRIBUTIONS

52.1 All dividends or other sums which are:

52.1.1 payable in respect of shares; and

52.1.2 unclaimed after having been declared or become payable may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

52.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

52.3 If:

52.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

52.3.2 the distribution recipient has not claimed it

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

53 NON-CASH DISTRIBUTIONS

- 53.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 53.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- 53.2.1 fixing the value of any assets;
 - 53.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - 53.2.3 vesting any assets in trustees.

54 WAIYER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

- 54.1 the share has more than one holder; or
 - 54.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

55 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 55.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- 55.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
 - 55.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 55.2 Subject to article 55.6, capitalised sums must be applied:
- 55.2.1 on behalf of the persons entitled; and
 - 55.2.2 in the same proportions as a dividend would have been distributed to them.
- 55.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct and, where relevant, to the company as contemplated by article 55.6.
- 55.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 55.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled and, where relevant, by the company as contemplated by article 55.6; or
 - 55.4.2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 55.5 Subject to the articles the directors may:
- 55.5.1 apply capitalised sums in accordance with articles 55.3 and 55.4 partly in one way and partly in another;
 - 55.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - 55.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.
- 55.6 The company shall be entitled to participate in a capitalisation in relation to any shares held by it as treasury shares at that time and the proportionate entitlement of the persons entitled to the distribution shall be calculated accordingly.

56 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 56.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 56.2 A person is able to exercise the right to vote at a general meeting when:
- 56.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 56.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 56.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 56.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 56.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

57 QUORUM FOR GENERAL MEETINGS

- 57.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum at the time when the meeting proceeds to business.
- 57.2 Where, for the time being, the company has only one member, one qualifying person present at a meeting is a quorum. Otherwise two qualifying persons present at a meeting (of which one must be the University) are a quorum, unless:
- 57.2.1 each is a qualifying person only because they are authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or
 - 57.2.2 each is a qualifying person only because they are appointed as proxy of a member

in relation to the meeting, and they are proxies of the same member.

58 CHAIRING GENERAL MEETINGS

- 58.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 58.2 If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 58.2.1 the directors present; or
 - 58.2.2 (if no directors are present), the meeting must appoint a director or shareholder to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 58.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

59 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON- SHAREHOLDERS

- 59.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 59.2 The chair of the meeting may permit other persons who are not:
- 59.2.1 shareholders of the company; or
 - 59.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

60 ADJOURNMENT

- 60.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 60.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 60.2.1 the meeting consents to an adjournment; or
 - 60.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 60.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 60.4 When adjourning a general meeting, the chair of the meeting must:
- 60.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 60.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 60.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 60.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

60.5.2 containing the same information which such notice is required to contain.

60.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

61 VOTING - GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

62 ERRORS AND DISPUTES

62.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

62.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

63 POLL VOTES

63.1 A poll on a resolution may be demanded:

63.1.1 in advance of the general meeting where it is to be put to the vote; or

63.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

63.2 A poll may be demanded by:

63.2.1 the chair of the meeting;

63.2.2 the directors;

63.2.3 two or more persons having the right to vote on the resolution; or

63.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

63.3 A demand for a poll may be withdrawn if:

63.3.1 the poll has not yet been taken; and

63.3.2 the chair of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

63.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

64 CONTENT OF PROXY NOTICES

64.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

64.1.1 states the name and address of the shareholder appointing the proxy;

64.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

64.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

64.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting

at which the right to vote is to be exercised (provided that in calculating such period no account shall be taken of any part of a day that is not a working day) and in accordance with any instructions contained in the notice of the general meeting to which they relate;

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 64.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 64.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 64.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 64.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 64.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

65 DELIVERY OF PROXY NOTICES

- 65.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 65.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 65.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 65.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

66 AMENDMENTS TO RESOLUTIONS

- 66.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 66.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 66.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 66.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

66.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

66.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

66.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

67 MEANS OF COMMUNICATION TO BE USED

67.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the 2006 Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

67.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

67.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

68 COMPANY SEALS

68.1 Any common seal may only be used by the authority of the directors.

68.2 The directors may decide by what means and in what form any common seal is to be used.

68.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

68.4 For the purposes of this article, an authorised person is:

68.4.1 any director of the company;

68.4.2 the company secretary (if any); or

68.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

69 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

70 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

71 INDEMNITY AND INSURANCE

- 71.1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the company (other than any person, whether an officer or not, engaged by the company as auditor) shall be indemnified and kept indemnified out of the assets of the company against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.
- 71.2 Without prejudice to any indemnity to which a director may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these articles), the directors shall, to the extent permitted by the Companies Acts, have the power to grant, on such terms as they see fit, to any director or other officer of the company, an indemnity or indemnities out of the assets of the company in respect of any liability incurred by them as such, and to amend, vary or extend the terms of such indemnity so granted, again on such terms as the directors see fit.
- 71.3 The directors shall have the power to purchase and maintain indemnity insurance for any director, as contemplated by section 233 of the 2006 Act.
- 71.4 Subject to the Companies Acts, the directors shall have the power to make a loan to any director or otherwise do anything to enable a director to avoid incurring expenditure in defending an investigation by a regulatory authority, or against action proposed to be taken by a regulatory authority, or in any criminal or civil proceedings or in connection with any application under sections 661(3) or 1157 of the 2006 Act.
- 71.5 This article shall not be deemed to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Companies Acts.

72 PARENT CORPORATION

- 72.1 Whenever an entity (hereinafter called the "Parent Corporation") is the holder of not less than 90 per cent of the issued share capital of the company the following provisions will apply and to the extent of any inconsistency will have overriding effect as against all other provisions of these articles:-
- 72.1.1 the Parent Corporation may at any time and from time to time appoint any person to be a director or remove from office any director howsoever appointed, but so

that any such removal shall be without prejudice to any claim for breach of contract under any employment agreement between the company and the director so removed;

- 72.1.2 no securities or shares may be issued or agreed to be issued or put under option without the consent of the Parent Corporation; and
 - 72.1.3 any or all powers of the directors will be restricted in such respects and to such extent as the Parent Corporation may by notice to the company from time to time prescribe.
- 72.2 Any such appointment, removal, consent or notice must be in writing served on the company and signed on behalf of the Parent Corporation and shall take effect on the earlier of its service on the company or its production to a meeting of the directors.
- 72.3 No person dealing with the company will be concerned to see or enquire as to whether the powers of the directors have been in any way restricted under this article or as to whether any requisite consent of the Parent Corporation has been obtained and no obligation incurred or security given or transaction effected by the company to or with any third party will be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors.

Governance Agreement [with the new consents]

CONSENT MATTER	APPROVAL PROCESS
A.1 FINANCIAL TRANSACTIONS	
<p>1A. Investment into [SUB] (other than from the University)</p> <p><i>The amounts are accumulative.</i></p> <p><i>DN. Investments into subsidiary by University are covered by the Scheme of Delegation</i></p> <p><i>DN. Allotment, issuing etc of shares covered at 1G below.</i></p>	<p><i>Within £1m limit:</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve <p><i>If over £1m:</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. FinComm to approve <p><i>If over £5m</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. FinComm to recommend 4. Council to approve
<p>1B. Partnership arrangements or joint ventures of [SUB] not in the normal course of business <i>PRC to assess reputation risk after step 1 where [SUB] Board reasonably considers that there may be reputational risks)</i></p> <p><i>*Partnership arrangements broadly defined to capture all agreements to work in conjunction with a third party to deliver a particular goal.</i></p>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
<p>1C. Borrowing or lending (including, without limitation, finance leases, but excluding operating leases)</p> <p><i>CFO must confirm that the transaction accords with the University's financial covenants in relation to all transactions regardless of quantum.</i></p>	<p><i>Up to £500K</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve <p><i>Over £500K</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. FinComm to recommend 4. Council to approve
<p>1D. Making political or charitable donations; issuing shares or other securities in the company; reducing, increasing, consolidating, sub-dividing or converting the company's share capital.</p>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
<p>1E. Giving any guarantee or indemnity in respect of any third party; granting security over the company's property or assets (except for security currently in place); acquiring or subscribing for any securities in any other corporate body.</p> <p><i>CFO must confirm that the transaction accords with the University's financial covenants</i></p>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
<p>1F. Level of distributions to the University</p> <p><i>Subject to CFO agreement</i></p>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve
<p>1G Allotting, issuing, selling, transferring or otherwise dispose of any shares</p>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
<p>1H Taking or selling shares in companies</p>	<p><i>Less than £500K</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve <p><i>Up to £1million</i></p>

CONSENT MATTER	APPROVAL PROCESS
	1. [SUB] Board to recommend 2. VC to endorse 3. FinComm to approve Over £1million 1. [SUB] Board to recommend 2. VC to endorse 3. FinComm to recommend 4. Council to approve
A.2 APPOINTMENTS AND REMOVALS OF DIRECTORS, STAFF AND ADVISERS	
2A. Appointing Chair	1. [SUB] Board to recommend 2. Nominations and Governance Committee to recommend 3. Council to approve
2B. Removing Chair	1. [SUB] Board to recommend 2. Council to approve
2C. Appointing directors	1. Chair of [SUB] Board to recommend 2. VC to approve
2D. Removing directors	1. Chair of [SUB] Board to recommend 2. VC to approve
2E. Appointing senior employees	<i>£75K to £100K</i> 1. [SUB] Board to approve <i>Over £100K</i> 1. [SUB] Board to recommend 2. VC to approve
2F Exit payments to employees	<i>£50K to £100K</i> 1. [SUB] Board to approve <i>Over £100K</i> 1. [SUB] Board to recommend 2. VC to approve
2G Long term incentive schemes to employees other than variable pay	1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
2H In year variable pay	1. [SUB] Board to recommend 2. VC to approve
A.3 GOVERNANCE AND COMPANY DOCUMENTATION AND ACTIONS	
3A. Changes to Corporate Governance Guidelines (including this Governance Agreement)	1. [SUB] Board to recommend 2. Council to approve
3B. Amending the articles of association of the company or adopting new articles of association for the company.	1. [SUB] Board to recommend 2. Council to approve
3C. Changing the secretary, bankers, registered office or accounting reference date of the company.	1. [SUB] Board to recommend 2. VC to approve save for 3. FinComm to recommend change of bankers 4. Council to approve change of bankers
3D. Changing the name of the company.	1. [SUB] Board to recommend 2. Council to approve
3E Opening a bank account	1. [SUB] Board to recommend 2. CFO to approve
A.4 LEGAL AND MATERIAL CHANGES	
4A. Re-registering the company as anything other than a private company limited by shares.	1. [SUB] Board to recommend 2. Council to approve

CONSENT MATTER	APPROVAL PROCESS
4B. Commencing, settling or abandoning any litigation (excluding debt collection in the normal course of business).	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve 3. Council to approve if legal costs likely to exceed £100K
4C. Management agreement for services to be provided to [SUB] by the University at an arm's length	<ol style="list-style-type: none"> 1. VC to endorse 2. [SUB] to approve
4D. Strategic approach and material changes to strategy	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
4E. Material changes to the brand	<ol style="list-style-type: none"> 1. [SUB] Board to propose 2. VC to endorse 3. Council to approve
4F. Granting of any sub-licence of the brand to any third parties	<ol style="list-style-type: none"> 1. [SUB] Board to propose 2. VC to endorse 3. Council to approve
4G. Taking any step to wind up the company	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
4H. Enter into a contract or transaction or make a payment to incur a commitment in excess of £100,000 or otherwise of a material nature other than in ordinary course of business and on arm's length terms	<p><i>Up to £1million</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve <p><i>Above £1million</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
5E. Approval of contracts for provision of services by [SUB] to third parties not on University approved contract terms that provide for a suitable cap on liability. <i>Legal advice on risk to be provided</i>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. COO to approve <p><i>Over £250K</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve on advice of COO <p><i>Over £500K</i></p> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse on advice of COO 3. Council to approve
4I. Enter into a contract or transaction with a related party of the company, a "related party" for these purposes being: <ul style="list-style-type: none"> • a person, other than the University, who is a shareholder in the company or who is a Relative of a shareholder in the company • a person who is or was, in the 12 months before the transaction or arrangement, a director or shadow director of the company or any other company which is (and, if he has ceased to be such, was while he was a director or shadow director of such other company) its subsidiary undertaking (which is not an insignificant subsidiary), parent undertaking or a fellow subsidiary of its parent undertaking. • A person exercising significant influence (that is, a person or entity which exercises significant influence over the company) (other than the University). • An Associate of any of the above 	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve
4J. Taking any step to place the company into administration	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
4K. Make any Modern slavery statement or statement to regulator	<ol style="list-style-type: none"> 1. [SUB] Board to propose 2. VC to approve

CONSENT MATTER	APPROVAL PROCESS
4L. Making any arrangement or compromise with the company's creditors.	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
4M. Appointing a receiver or administrative receiver over all or any part of the company's assets <i>CFO must confirm that the decision to appoint accords with the University's financial covenants</i>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
4N. Taking any other step which comprises a material change in the nature or scope of the company's business or in the manner in which it is conducted.	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. Council to approve
A.5 SUBSIDIARIES (Where applicable)	
5A. Invest in any [SUB] Subsidiary <i>DN. This reflects section 10.2 of Scheme of Delegation</i>	<i>Within £1m limit:</i> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve <i>If over £1m:</i> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
5B. Form any [SUB] Subsidiary (No investment) <i>DN. This reflects section 10.1 of the Scheme of Delegation</i>	<ol style="list-style-type: none"> 1. [SUB]Board to recommend 2. VC to endorse 3. Council to approve
5C. Transferring assets into [SUB] subsidiaries other than in the normal course of business	<ol style="list-style-type: none"> 1. [SUB]Board to recommend 2. VC to endorse 3. Council to approve
5D. Partnership arrangements or joint ventures of [SUB] subsidiaries other than in the normal course of business <i>(PRC to assess reputation risk after step 1 if [SUB] board reasonably consider there is a reputational risk)</i> <i>DN. This reflects section 10.2 of the Scheme of Delegation</i>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
5E. Approval of contracts for provision of services by [SUB] Subsidiaries to third parties not on University approved contract terms that provide for a suitable cap on liability. <i>Legal advice on risk to be provided.</i>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. COO to approve <i>Over £250K</i> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse on advice of COO <i>Over £500K</i> <ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC on advice from COO to endorse 3. Council to approve
5F. Approve or register the transfer of any [SUB] subsidiary shares	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
5G. Sell or otherwise dispose of an interest in a [SUB] subsidiary	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve
5H. Commence any proceedings to place an [SUB] subsidiary into voluntary winding-up or similar	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to endorse 3. Council to approve

CONSENT MATTER	APPROVAL PROCESS
<i>CFO must confirm that the activity accords with the University's financial covenants</i>	
5I. Sell or otherwise dispose of or cease to carry on any part of a subsidiary's business <i>CFO must confirm that the transaction accords with the University's financial covenants</i>	<ol style="list-style-type: none"> 1. [SUB] Board to recommend 2. VC to approve 3. Council to approve.
A.6 AUDIT AND FINANCIAL REPORTING	
6A. Annual financial statements	<ol style="list-style-type: none"> 1. [SUB] Board to approve 2. Audit & Assurance Committee, Finance Committee and Council to note either the full financial statements or a performance summary, as agreed annually with the Chairs.
6B. Appointing the auditors to carry out the statutory audit	Council (on recommendation by Audit and Assurance Committee).

Schedule 1

REPORTING REQUIREMENTS

Monthly reports ➤ Management Accounts Half yearly report: ➤ Risk Register Annual report: ➤ Risk Register ➤ Milestones	[SUB] Board to note _____ [SUB] Board to note _____ <ol style="list-style-type: none"> 1. [SUB] Board to note 2. VC to note 3. Council to note
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For and on behalf of University of Surrey by:

Signature: _____

Name: _____

Title: _____

Date: _____

For and on behalf of [SUB name]:

Signature: _____

Name: _____

Title: _____

Date: _____