

The Companies Act, 1948

*Company Limited by Guarantee not having a
Share Capital*

MEMORANDUM OF ASSOCIATION

*(As amended by Special Resolutions of the Company passed
on 7th April, 1959 and 13th January, 1992)*

OF

**The International Institute for Conservation of
Historic and Artistic Works**

*Explanation of symbols in margins:
Amendment to original Memorandum
of Association passed by Special Resolution
on 7th April, 1959 (U) and 13th January, 1992 (§).*

1. The name of the Company (hereinafter called "The Institute") is "The International Institute for Conservation of Historic and Artistic Works".*
2. The registered office of The Institute will be situate in England.
3. The objects for which The Institute is established are:
 - (a) To provide a permanent organisation to co-ordinate and improve the knowledge methods and working standards needed to protect and preserve and to maintain the condition and the integrity of any objects or structures which because of their history, significance, rarity or workmanship have a commonly accepted value and importance (hereinafter referred to as "Historic and Artistic Works") for the common good.
 - (b) To take any action necessary to determine the nature or properties of materials used in any kinds of cultural holdings, or in their housing or treatment.

* The name of The Institute was on 5th May, 1959 changed from "The International Institute for Conservation of Museum Objects" to "The International Institute for Conservation of Historic and Artistic Works".

- (c) To take any action necessary to further the understanding and controlling of the causes of deterioration of Historic and Artistic Works.
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- (d) To take any action conducive to the bettering of the condition of Historic and Artistic Works.
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- (e) To develop programmes for the exchange and dissemination of technical and professional information relating to the conservation of Historic and Artistic Works.
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- (f) To further specific projects of investigation in the field of conservation which expression shall have the meaning assigned thereto by the Articles of Association registered herewith.
- (g) To promote proficiency knowledge and skill in the field of conservation and to encourage education study or research in any branches of science or practice calculated to further the objects of The Institute and with a view thereto to organise training and educational facilities to found and finance scholarships studentships and exhibitions and to arrange classes and examinations and to issue diplomas or other distinctions or qualifications provided always that no diploma or other similar award shall be issued by The Institute that does not state clearly that it is not issued by the authority of the Department of Trade and Industry or any Government Department or Authority but is issued by and under the authority of The Institute only.
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- (h) To maintain standards in the practice of conservation and to combat any influences which would tend to lower such standards.
- (i) To provide facilities for consultation and to supervise and direct the conduct of activities of conservation.
- (j) To provide facilities for the interchange of ideas between the Members of The Institute.
- (k) To enter into any arrangement for union of interests, co-operation of reciprocal concessions with any persons, associations or companies carrying on or engaged in or about to carry on or engage in any work or transaction which The Institute is authorised to carry on or engage in otherwise than with a view to profit.
- (l) To produce, print, publish, sell, circulate and distribute gratuitously or otherwise films dealing with the objects of The Institute, and photographs, books, magazines, maps, guidebooks, cards, literature and publications relating thereto, and to promote, organise, assist, participate in, subscribe to, guarantee and defray the reasonable expenses of exhibitions demonstrating the processes and works of The Institute in connection with conservation, and of conferences, lectures and meetings tending directly or indirectly to further the objects of The Institute.

- § (m) So far as the law applicable may from time to time allow to purchase take on lease or in exchange hire or otherwise acquire for the purpose of The Institute any real immovable personal or movable property in any part of the world and in particular any lands buildings furniture utensils books periodicals fittings apparatus appliances conveniences and accommodation and to sell demise let exchange mortgage or dispose of the same as may be deemed expedient with a view to the promotion of the objects of The Institute.
- (n) To erect maintain improve and alter any buildings for any of the purposes of The Institute.
- (o) To receive subscriptions donations and legacies for the purpose of applying the same to any of the objects of The Institute and to apply the same accordingly.
- (p) For the purposes aforesaid to draw, make, accept, indorse and execute promissory notes, bills of exchange, cheques and other negotiable instruments.
- (q) To borrow or raise or secure the payment of money for the purposes aforesaid in such manner as The Institute shall think fit and in particular by mortgage or by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the property of The Institute, both present and future, and to purchase, redeem or pay off any such securities.
- (r) To invest or otherwise deal with any monies of The Institute not immediately required in such manner as may be deemed expedient with a view to promoting the objects of The Institute, provided that monies subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (s) To carry out all or any of the above objects in any part of the world.
- (t) To pay the expenses of and incidental to the incorporation and registration of The Institute.
- (u) To do all such other things as are incidental or conducive to the attainment of the above objects.

Provided that The Institute shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation restriction or condition which if an object of The Institute would make it a Trade Union. Provided also that in case The Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, The Institute shall not sell, mortgage, charge, or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Managers or Trustees of The Institute shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects, and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if

no incorporation had been effected, and the incorporation of The Institute shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Managers or Trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority, as if The Institute were not incorporated. In case The Institute shall take or hold any property which may be subject to any trusts, The Institute shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of The Institute whencesoever derived shall be applied solely towards the promotion of the objects of The Institute as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of The Institute. Provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of The Institute or to any Member thereof in return for any services actually rendered to The Institute nor prevent payment of interest at a rate not exceeding 4 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any Member to The Institute but so that no Member of the Management Committee or Governing Body of The Institute shall be appointed to any salaried office of The Institute or any office of The Institute paid by fees and that no remuneration or other benefit in money or moneys worth shall be given by The Institute to any Member of such Management Committee or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to The Institute. Provided further that the provision lastly hereinbefore contained shall not apply to any payment to any company of which a Member of the Management Committee may be a Member and in which such Member shall not hold more than one-hundredth part of the capital and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

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§ 5. The liability of the Members is limited.

§ 6. Every Member of The Institute undertakes to contribute to the assets of The Institute in the event of the same being wound up while he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of The Institute contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves such amount as may be required not exceeding £1.

§ 7. If upon the winding up or dissolution of The Institute there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of The Institute but shall be given or transferred to some other institution or institutions having objects similar to the objects of The Institute, and which shall prohibit the distribution of its or their income amongst its or their Members to an extent at least as is imposed by The Institute under or by virtue of Clause 4 hereof, such institutions or institution to be determined by the Members of The Institute at or before the time of dissolution, or if and so far as effect cannot be given to the aforesaid provisions, then to some charitable object.

§ 8. True Accounts shall be kept of the sums of money received and expended by The Institute, and the matters in respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of The Institute, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of The Institute for the time being in force, shall be open to the inspection of the Members. Once at least in every year the Accounts of The Institute shall be examined, and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

—

GEORGE L. STOUT,
Worcester Art Museum,
Worcester,
Mass.

Director, Worcester Art Museum

F. I. G. RAWLINS,
National Gallery,
London

Civil Servant

H. J. PLENDERLEITH,
British Museum,
London

Civil Servant

WALLACE A. AKERS,
69 Knightsbridge,
London, S.W.1

Knight, Director of Companies

H. RUHEMANN,
37 Queen's Grove,
London, N.W.8

*Lecturer in Charge, Technology Dept.
Courtauld Institute of Art, London*

W. G. CONSTABLE,
Museum of Fine Arts,
Boston,
Mass.

Curator, Museum of Fine Arts

RUTHERFORD J. GETTENS,
Fogg Museum of Art,
Cambridge,
Mass.

Chief of Technical Research, Fogg Museum of Art

RICHARD D. BUCK,
Fogg Museum of Art,
Cambridge,
Mass.

Conservator, Fogg Museum of Art

MURRAY PEASE,
Metropolitan Museum of Art,
New York,
N.Y.

Curator of Technical Laboratory, Metropolitan Museum of Art

PAUL COREMANS,
Laboratoire Central des Musées de Belgique,
Brussels

Civil Servant

A. van SCHENDEL,
Rijksmuseum,
Amsterdam

Curator of Paintings

Dated this 21st day of March, 1950.

Witness to the signature of the above-named George Leslie Stout:

KESTER D. JEWELL,
61, Cedar Street,
Worcester,
Mass.

Administrator, Worcester Art Museum

Witness to the signature of the above-named Francis Ian Gregory Rawlins:

A. A. MOSS,
1, Montague Place,
W.C.1

Civil Servant

Witness to the signature of the above-named Harold James Plenderleith:

A. A. MOSS,
1, Montague Place,
W.C.1

Civil Servant

Witness to the signature of the above-named Sir Wallace Alan Akers:

A. E. WERNER,
33, Brunswick Gardens,
London, W.8

Civil Servant

Witness to the signature of the above-named Helmut Ruhemann:

G. W. ATKINS, Major,
2, Oak Hill Road,
Surbiton,
Surrey

Publications Manager, The National Gallery, London

Witness to the signature of the above-named William George Constable:

HENRY P. ROSSILES,
Museum of Fine Arts,
Boston,
Mass.

Curator, Dept. of Prints, Museum of Fine Arts

Witness to the signature of the above-named Rutherford John Gettens:

JOHN COOLIDGE,
Fogg Art Museum,
Cambridge,
Mass.

Professor, Director of Museums

Witness to the signature of the above-named Richard David Buck:

JOHN COOLIDGE,
Fogg Art Museum,
Cambridge,
Mass.

Professor, Director of Museums

Witness to the signature of the above-named Murray Pease:

LAURENCE S. HARMANN,
Metropolitan Museum of Art,
New York,
N.Y.

Business Administrator

Witness to the signature of the above-named Paul Coremans:

R. BARMANS,
Bergstr. 14,
Muizen,
Belgium

Witness to the signature of the above-named Arthur van Schendel:

TON KOOT,
Rijksmuseum,
Amsterdam

Secretary of the Rijksmuseum

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