

THE COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

Consortium of European Research Libraries

1. The Company's name is "Consortium of European Research Libraries".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are to promote and protect the common interest of the Company; to procure and carry on all or any of the businesses of proprietors, and/or procurers and/or operators of computer data bases, information technology systems, networked systems, data transmission and automatic control systems, electronic, television, wireless and other systems in connection with the promotion, arrangement, design, production, compilation, investigation, study, teaching and the like of the bibliography of printing, printed heritage, preservation, history and any related areas; to regulate the use of such data bases and systems by the members of the Company and by third parties; to act as publishers and book sellers, literary agents, proprietors, editors, producers, recorders and printers of programmes, records, tapes, books, labels, journals, newspapers, publications and other educational works and undertakings in connection with the bibliography of printing, printed heritage, preservation, history and all related areas; to acquire copyrights, rights of publication and reproduction and all other rights in respect thereof; to carry out, undertake, organise and provide all facilities for research; to discover and develop new materials and to obtain rights of development, manufacture and sale in respect thereof; to manufacture, buy, sell and deal in machinery, tools, implements, materials, articles, plant and things of all kinds necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by users and/or customers of, or persons having dealings with the Company; to establish, maintain and carry on a training programme for persons engaged in or connected with computer and technology systems and historical bibliography or any other operations authorised to be carried on by the Company;

The Company shall have the power to do all such other things as are identical or conducive to the attainment of those objects including, without limitation, the following:

(a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(c) To enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on, or for subsidising or otherwise assisting any person, firm or company.

(d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges, in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(f) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(g) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(i) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(j) To enter into any arrangement with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(k) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(l) To amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited by this memorandum of association.

(m) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(n) To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.

(o) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

(p) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company.

(q) To employ and pay any person and persons to supervise, organise, carry on the work

of and advise the Company in connection with the objects of the Company and to pay reasonable and proper fees for their services.

(r) To insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the performance of their duties as may be thought fit.

(s) To procure the Company to be registered or recognised in any part of the world.

(t) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

AND so that:-

(1) None of the objects set forth in this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such Clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the 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 members of the Company and no director or secretary of the Company shall, by virtue of his office, be paid by the Company any salary or fees or receive any remuneration or other benefit in money or moneys worth from the Company PROVIDED THAT nothing shall prevent any payment in good faith by the Company of out-of-pocket expenses to any director or secretary of the Company incurred in the performance of his duties.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the

costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

7. If on the winding-up of the Company there remains, after satisfaction of all its debts and liabilities any property whatever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4, such institution or institutions to be determined by a resolution passed or agreed by a simple majority of all the members of the Company, registered at or before the time of dissolution, and if at the date of commencement of the winding up no such resolution shall have been so passed or agreed (or insofar as effect cannot otherwise be given to such provision) then to such institution or institutions as may be determined by arbitration under the Rules of the London Court of Arbitration, which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of a single arbitrator, the place of arbitration shall be London and the language of the arbitration shall be English.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

#### NAMES AND ADDRESSES OF SUBSCRIBERS

Signed for and on behalf of

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THE BRITISH LIBRARY

by MR J.M. SMETHURST

Signed for and on behalf of

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BAYERISCHE STAATSBIBLIOTHEK

by DR H.A. LESKIEN

Signed for and on behalf of

-

BIBLIOTHEQUE NATIONALE DE FRANCE

by MR P.BELAVAL

Signed for and on behalf of

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NATIONAL LIBRARY OF SCOTLAND

by DR A. MATHESON

Dated 16th June 1994

Witness to the above signatures:

Julian French of 150 Aldersgate Street London EC1A 4EJ