

# IITD MEMORANDUM OF ASSOCIATION

1. The Organisation shall be named The Irish Institute of Training and Development hereinafter called "the Institute".
  2. The registered office of the Institute will be situated in Ireland.
  3. The objects for which the Institute is established are to:
    - (a) Provide a professional body of personnel engaged in industrial, commercial, educational and allied training fields.
    - (b) Establish standards of professional conduct adherence to which shall constitute a condition of continue membership of the Institute.
    - (c) Raise the standard and efficiency of those engaged in the profession, promote honourable practice and suppress malpractice.
    - (d) Devise and impose means for testing the qualifications of candidates for admission to Membership of the Institute.
    - (e) Undertake all kinds of commercial, industrial, technical and scientific research with a view to advancement of the profession and the increasing of national productivity - including the study and comparison of methods of training in countries throughout the world.
    - (f) Provide opportunities for discussion amongst members and give facilities for the reading of papers, the delivery of lectures and the acquisition and dissemination of information of interest to the profession.
    - (g) Print, publish, issue or circulate such papers, periodicals, circulars, books, pamphlets, records or other literary undertakings as may seem conducive towards the advancement of the Institute.
    - (h) Form a library and recommend books for the use of members and students.
    - (i) Award certificates and distinctions and establish scholarships, grants, rewards and other benefactions.
    - (j) Establish divisions, branches and groups of the Institute where and when necessary for the purpose of furthering the objects of the Institute.
    - (k) Erect, construct, rent, purchase, hire or otherwise acquire lands, buildings, properties, real or personal and alter, enlarge, pull down, remove or replace any buildings which may be thought necessary for the promotion of the objects of the Institute.
    - (l) Borrow and raise money on such terms as may be thought expedient and secure or discharge any debt or obligation in such manner as may be thought fit and sell, let, lend, mortgage or otherwise turn to account all or any of the real and personal property (present and future) of the Institute.
    - (m) invest any money not immediately required in such securities or otherwise in such manner as may from time to time be determined.
    - (n) Enter into affiliation or association or any arrangement with any person or persons, group or organisation having similar aims, for the furtherance of the objects of the Institute.
    - (o) Represent the professional trainers' opinions to other bodies concerned with education and training and to cooperate with such bodies for the furtherance of education and training.
    - (p) To establish, join, support and subscribe to or to aid in the establishment and support of associations, institutions, societies, co-operatives, clubs, funds, trusts or conveniences 4 calculated to benefit the Institute or employees or exemployees of the Institute, or the dependents or connections of such persons and to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Institute, or the dependents or connections of such persons and to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Institute or the spouse, children or other relatives of such person and to make payments toward insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Institute and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition for any public, general or useful object, provided that such associations, societies, co-operatives, clubs, funds or trusts limit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Institute by Clause 6 hereof.
    - (q) Do such other things as are incidental or conducive to the attainment of all or any of the objects above specified, 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 regulations, restrictions or conditions which, if an object of the Institute would make it a Trade Union.
- And it is hereby stated that the objects specified in each paragraph of this clause except paragraph (q) shall be separate and independent objects of the Institute, and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Institute.
4. The liability of the members is limited.
  5. 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 payments of the debts and liabilities of the Institute contracted before he ceases to be a member, or 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 one pound.
  6. The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institution, 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 shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Institute or to any member of the Institute in return for any services actually rendered to the Institute nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Institute; but so that no member of the Council of Management 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 money's worth shall be given by the Institute to any member of such Council 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 that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing body 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.
  7. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Minister for Industry and Commerce after consultation with the Minister for Finance.
  8. The sixth and seventh paragraphs of this Memorandum contain conditions to which a licence granted by the Minister for Industry & Commerce to the Institute in pursuance of Section 24 of the Companies Act 1963 is subject.
  9. 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 Association, 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 and property among its or their members to an extent at least as great as it is imposed on the Institute under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Institute at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.
- 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.