

Number 216006

Certificate of Incorporation on change of name

I hereby certify that

**DEBT AND DEVELOPMENT COALITION - IRELAND, COMPANY LIMITED BY
GUARANTEE**

having, by Special Resolution of the company
and with the approval of the Registrar of Companies,
changed its name, is now incorporated as a company Limited by Guarantee
under the name

FINANCIAL JUSTICE IRELAND

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this

Monday, the 13th day of August, 2018

Per DL

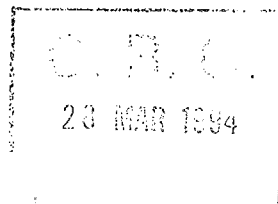
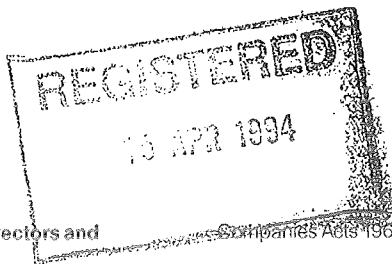
for Registrar of Companies.

Signed By: On Behalf of The Registrar of Companies
Signing Date: Mon, 13 Aug 2018 06:16:44 GMT +01:00
Reason: I certify this document
Location: Dublin, Ireland
Contact Info: digital.certs@cro.ie

CRO 

Companies Registration Office

06
05



Statement of first secretary and directors and situation of registered office
Section 3 of Companies (Amendment) Act 1982

Companies Acts 1963 to 1986

Registration fee stamp to be affixed above

Declaration of compliance
Section 5 of Companies (Amendment) Act 1983

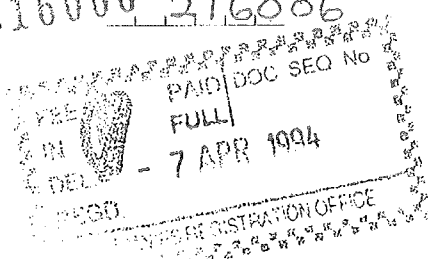
Company number

Companies capital duty statement
Section 69 of Finance Act 1973

216000 216006

A1

615 244



Please complete using black block capitals or typewriting

Company name in full

DEBT AND DEVELOPMENT COALITION - IRELAND

Limited

Note one
Maximum number of characters per line is thirty. Please leave one space between words

Address of registered office note one

D.A. LGAN, PARK, NAIVAN, COUNTY, KILDARE

498404

If the memorandum is delivered by an agent for the subscribers of the memorandum mark "x" in this box and insert the agent's name and address.

Agent's name YVONNE MURPHY

Agent's address MURPHY & CO.
ABBEELEIX
CO. LAOIS

Number of continuation sheets attached 1

121900

Particulars of secretary

Names and particulars of the person/s who is/are to be secretary/joint secretaries

Name note two

JEAN SOMERS

Former name note three

Address note two

6 PHOENIX COURT
INFIRMARY RD
DUBLIN 7

Note two
Insert full name (initials will not suffice) and residential address. Where there are joint secretaries, details and signature of consent should be annexed hereto.

Note three
Former names do not include the following

In the case of a person known by a title different from his/her surname, the name by which he was known prior to the adoption of the title;

A name that has been changed before the person attained the age of 18 years, or a name that has been changed or disused for 20 years or more;

The name of a married woman, prior to her marriage.

I hereby consent to act as secretary of the aforementioned company

Signature

Jean Somers

Date

21-1-94

Presenter's name

YVONNE MURPHY ABBEELEIX CO. LAOIS

Address

Reference

Particulars of Directors

Names and particulars of the persons who are to be the first directors of the company

121945
368

Name note two: DESMOND MCQUILLY CUDDY Business occupation: DEVELOPMENT OFFICER
 Former name/s note three: _____
 Home address: IRISH MISSIONARY UNION
ORWELL PARK, RATHGAR
DUBLIN 6 Nationality: ~~Irish~~ IRISH D.O.B. 25.11.49
 Particulars of other directorships note four: _____ Company number: _____
DOCHAS - THE IRISH ASSOCIATION OF NON-GOVERNMENTAL
DEVELOPMENT ORGANISATIONS LIMITED 94384

I hereby consent to act as director of the aforementioned company

Signature: Des McQuilly Cuddy Date: 25/1/94

Note four
 Company number and name of other bodies corporate in the State of which the director of the company is also a director should be given, except for the following
 Bodies corporate of which the company is a wholly owned subsidiary;
 Bodies corporate which are wholly owned subsidiaries of the company or of the company's parent company

121946
368
X

Name note two: DONIE O'SHEA Business occupation: CHAIRPERSON OF AFRI
 Former name/s note three: _____
 Home address: 47 CARLINGFORD ROAD
DRUMCONDRA Nationality: IRISH D.O.B. 2.2.1955
DUBLIN 9 Nationality: ~~Irish~~ D.O.B.
 Particulars of other directorships note four: _____ Company number: _____
NONE

I hereby consent to act as director of the aforementioned company

Signature: Donal O'Shea Date: 26th January 1994

121947
399
X

Name note two: BARBARA RAFTERY Business occupation: TEACHER - PRESENTATION SISTER
 Former name/s note three: _____
 Home address: PRESENTATION SISTERS LUCAN D.O.B. D-O-B
CO DUBLIN Nationality: ~~Irish~~ IRISH 29-01-1941
 Particulars of other directorships note four: _____ Company number: _____
NONE

I hereby consent to act as director of the aforementioned company

Signature: Barbara Raftery Date: 22 March 94

121948
395
X

Name note two: ANNETTE HONAN Business occupation: JUSTICE & PEACE OFFICER
 Former name/s note three: _____
 Home address: 23 Ferradale, D.O.B. D-O-B
Navan, 22-03-1963
Co. Meath Nationality: ~~Irish~~ Irish
 Particulars of other directorships note four: _____ Company number: _____
No other directorships

I hereby consent to act as director of the aforementioned company

Signature: Annette Honan Date: 24/1/94

409
X
121950

Name note two ANDY STOREY Business occupation RESEARCH OFFICER
 Former name/s note three _____
 Home address 7 Ashworth Place, Harold's Cross, Dublin 6
 Nationality IRISH 25.5.1964
~~Irish~~ D.O.B.
 Particulars of other directorships note four _____ Company number _____
NONE
 I hereby consent to act as director of the
 aforementioned company
 Signature Andy Storey Date 28/1/94

368
X
121951

Name note two TONY DOLAN Business occupation VOLUNTARY Co-DIRECTOR OF THIRD WORLD GROUP
 Former name/s note three _____
 Home address Bridge Street TULLAGORE Co. DUBLIN
 Nationality ~~Irish~~ IRISH D.O.B.
30.12.1952
 Particulars of other directorships note four _____ Company number _____
NONE
 I hereby consent to act as director of the
 aforementioned company
 Signature Anthony Dolan Date 22 March 94

368
X
121952

Name note two MARY VAN LIESHOUT Business occupation CAMPAIGN MANAGER
 Former name/s note three _____
 Home address Duncain The Harbour Greystones Co. Wicklow
 Nationality ~~Irish~~ U.S.A.
D.O.B.
31.1.1959
 Particulars of other directorships note four _____ Company number _____
NONE
 I hereby consent to act as director of the
 aforementioned company
 Signature Mary P. Van Lieshout Date 25/1/94

Signed by or on behalf of the subscribers to the memorandum

Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signature <u>Younis</u>	<input type="checkbox"/> Subscriber <input checked="" type="checkbox"/> Agent	Date <u>2/04/1994</u>
Signatures <u>Younis</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>	Date <u>2/04/1994</u>

Declaration of compliance

I name YVONNE MURPHY of home address
MAIN ST ABBEYLEIX CO LADIS

Note five
"A solicitor engaged in the formation of a person named as director/secretary"

do solemnly and sincerely declare that I am (note five) a solicitor engaged in the formation of company Debt and Development Coalition - Ireland and that all the requirements of the Companies Acts, 1963 to 1983 in respect of the registration of the said company, and of matters precedent and incidental thereto have been complied with.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938.

Declared before me by YVONNE MURPHY who is personally known to me or who is identified to me by

Signature of Declarant

[Signature]
Commissioner for Oaths

who is personally known to me at MAIN ST ABBEYLEIX CO LADIS

- Commissioner for Oaths
- Notary Public Peace Commissioner

this 5th day of April 19 94

Companies capital duty statement

Effective centre of management if outside the state

Note six
Specify ordinary or preference

Class note six	Nominal value of each share class	No of shares authorised	No of shares being allotted

Note seven
When the consideration is other than cash, e.g. the acquisition of an existing business, full particulars must be given

Consideration for each share note seven	Total number

I the undersigned (name)

furnish these particulars as (description)

Signed Address

Date

Name note two

Business occupation

YVONNE MURPHY

SOLICITOR

Former name/s note three

Home address MAIN STREET

ABBEYLEIX,

COUNTY LADIS

Nationality ~~Irish~~ IRISH

D - O - B

18.04.1943

Particulars of other directorships note four

Company number

ABBEYLEIX PARISH DEVELOPMENT CO. LTD

119227

ABBEYLEIX HERITAGE COMPANY LIMITED

203589

I hereby consent to act as director of the
aforementioned company

Signature *Yvonne Murphy*

Date 19-01-94

395

12/19/94

L165

615244

Advisory Board

8640

THE COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

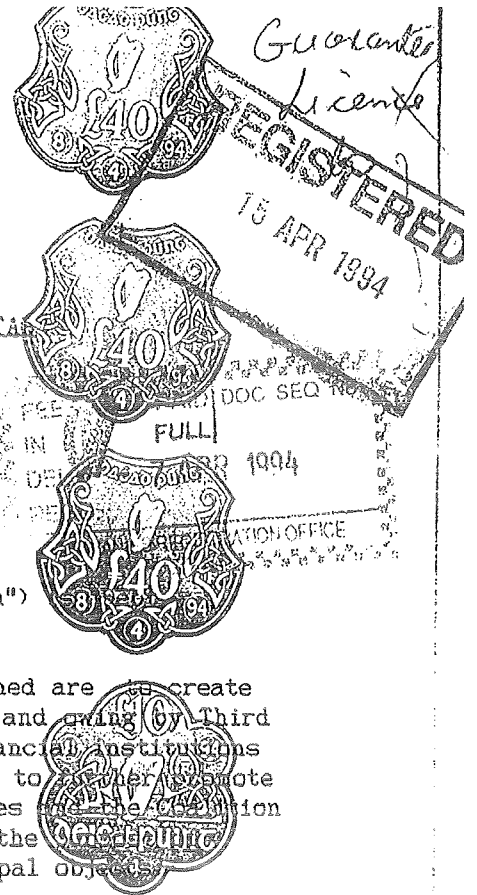
MEMORANDUM OF ASSOCIATION

OF

DEBT AND DEVELOPMENT COALITION - IRELAND

1. The name of the Company (hereinafter called "The Coalition") and Development Coalition- Ireland "

2. The primary objects for which the Coalition is established are to create and increase awareness of the issue of Third World debt due and owing by Third World countries to governments, banking and multilateral financial institutions and to promote the elimination or reduction of this debt and to promote sustainable and equitable development in Third World countries. The Coalition is established to do all or any of the following things for the attainment and insofar as they are consistent with the principal objects:
 - (a) To establish, set up, organise and fund an office and research centre to carry out and promote the objects for which the Coalition is established, and to employ, enter into a contract with, or otherwise obtain the services of a coordinator or coordinators, secretarial staff and such other persons as shall be required or deemed necessary by the Coalition to promote, carry out, advance or achieve the objects for which the Coalition is established or any of them and to do all such other things as may be deemed necessary advisable or expedient for the establishment or ongoing administration of such an office or its personnel.
 - (b) To provide a forum for consultation and cooperation between member organisations of the Coalition and other organisations or individuals, statutory or government bodies, whether national or non-national, which are concerned with promoting the objects for which the Coalition is established, in promoting or achieving those objects.
 - (c) To promote research and analysis into all matters pertaining to Third World debt, and to the development of Third World countries, and to pass on the fruits of such research.
 - (d) To provide and promote education on the issue of Third World debt and all matters affecting or pertaining to it, and to further promote education in international development, and to initiate and coordinate the exchange of information about Third World debt and development within member organisations and amongst the public in general.
 - (e) To lobby, persuade, advise, and exert influence on politicians, bankers,



policy makers and the public at large to ensure the initiation, promotion and implementation of policies which will secure or in anywise advance the elimination or reduction of Third World debt and/or of policies which will promote, ensure or facilitate the sustainable and equitable development of Third World countries.

- (f) To organise, support, promote and take part in campaigns which promote support or in anywise advance the objects for which the Coalition is established.
- (g) To ensure that the view of the Coalition are fully represented to the public at large and to politicians, bankers and policy makers and advisors both nationally and internationally.
- (h) To network with individuals and organisations, both national and non-national who support all or any of the views of the Coalition
- (i) To cooperate and establish relationships with other bodies having similar objectives, including affiliation where appropriate.
- (j) To undertake any other form of activity which is in the opinion of the Coalition necessary or desirable to achieve the objects of the Coalition.
- (k) To purchase, take on lease, exchange or otherwise acquire, improve, develop and exercise all rights in respect of, mortgage, sell, dispose of, turn to account, place under option and otherwise deal with real or personal property of any description or any easements or rights over or connected therewith.
- (l) To improve, alter, demolish and develop any property owned or leased by the Coalition or over which it has any rights and to erect on any land purchased or leased or otherwise acquired by the Coalition, maintain and alter any buildings and works of any kind.
- (m) To sell, let, dispose of, grant rights over or otherwise deal with all or any part of the undertaking, property, land, assets, effects, rights, privileges and concessions of the Coalition for such consideration as the Coalition may think proper
- (n) To enter into any arrangement with any EEC authority, any Government or any Municipal, Local or other authority which may seem conducive to the realisation of the Coalition's objects or any of them and to obtain from such EEC, Government, Municipal, Local or other authority any rights, privileges and concessions which the Coalition may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (o) To hire and employ all classes of persons whose services may be considered necessary for the purposes of the Coalition and to pay such persons in return for services rendered to the Coalition salaries, wages, gratuities

and pensions.

- (p) To invest any monies of the Coalition in such investments or securities in such other manner as the Coalition may from time to time think expedient.
- (q) To borrow or raise money or secure the payment of money in such manner as the Coalition shall think fit.
- (r) To draw, make, accept, endorse, discount, execute and issue Bills of Exchange, Promissary Notes, Warrants, Debentures and other negotiable or transferable instruments.
- (s) To make personal or written appeals, to conduct excursions, to hold functions, public meetings and assemblies or do such other things as may from time to time be deemed expedient for the purposes of raising funds and for procuring contributions to the funds of the Coalition and in particular to accept donations, charge fares and entrance fees and levy annual subscriptions.
- (t) To undertake and execute any trusts for the benefit of the Coalition or in furtherance of the objects thereof.
- (u) To accept any gift of real or personal property whether subject to any trust or not.
- (v) To pay the expenses incurred by any organisation or individual, whether a member or not of the Coalition, incurred by that organisation or individual at the request of the Coalition and for the furtherance of the purposes of the Coalition.
- (w) To acquire, establish, print and publish newspapers, periodicals, books and leaflets or other compilations that the Coalition may think desirable for the promotion of its objects and to enter into any contract or agreement with any person or corporation producing and/or publishing any literary compilation which will further the objects of the Coalition or any of them.
- (x) To pay all necessary preliminary or other expenses incurred in the formation of the Coalition and to reimburse any monies necessarily paid for or on behalf of the Coalition prior to its incorporation.
- (y) To delegate all or any of its powers to any committee or committees consisting of one or more persons.
- (z) To do all or any of the matters hereby authorised either alone or in conjunction with or as trustees or agents for any other club, association or company of persons or by or through any trustees or agents.
- (aa) To do all such acts or things as are incidental to, or conducive to the attainment of the above objects or any of them provided that the Coalition shall not support with its funds or endeavour to impose on or procure to be

observed by its members or others any regulation or restriction which if an object of the Coalition would make it a Trade Union.

3. The income and property of the Coalition whencesoever derived shall be applied solely towards the promotion of the objects of the Coalition as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, ~~boards~~ or otherwise howsoever by way of profit, to the members of the Coalition. *bonus*

PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Coalition, or to any member of the Coalition in return for any services actually rendered to the Coalition, 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 Coalition; but so that no member of the Board of Directors of the Coalition and no member of a Committee established by the Coalition shall be appointed to any salaried office of the Coalition or any office of the Coalition paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Coalition to any member of the Board of Directors or to any member of such Committee or sub-Committee, 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 Coalition; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board of Directors or of a committee or sub-committee may be a member, and in which such member shall not hold more than one hundredth part of the issued capital and such member shall not be bound to account for any share of profits he or she may receive in respect of such payment. *to*

4. No addition alteration or amendments 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 Enterprise and Employment provided that in respect of Clauses 3 and 8 of the Memorandum of Association, such approval shall be given only after consultation with the Minister for Finance.

5. The third and fourth paragraphs of this Memorandum contain conditions to which a licence granted by the Minister for Enterprise and Employment to the company in pursuance of Section 24 of the Companies Act 1963 is subject.

6. The liability of the members is limited

7. Every member of the Coalition undertakes to contribute to the assets of the Coalition in the event of its being wound up while he or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Coalition contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £5.

8. If upon the winding up or dissolution of the Coalition there shall remain, 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 Coalition but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Coalition 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 is imposed on the Coalition under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Coalition 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 as shall be approved by the Coalition.
9. It shall be contrary to the object of the Coalition to do anything, to undertake any actions, initiate or support any policies, which shall in anywise convey any prejudiced images or messages concerning race, sex or religion.

Names, Addresses and Descriptions of Subscribers

Mary P. Van Wilschout OXFAM in IRELAND
202 Rathmines Rd. D.6 Campaigns Manager

Annette Moran Columban Justice and Peace Office, Dalgan Park,
Navan, Education Officer.

Des McFilloine Irish Missionary Union, Ormell Park, Rathgar, Dublin 6.
Justice & Development Officer.

Anthony Dolan NODE Groups (Regional One World Groups)
One World Office, Bridge St., Tallamore
Resoume Person. Co. Offaly.

Andy Stacey, Research Advisor, Trócaire, 169 Booterstown Avenue, Co. Dublin

Barbara Rafferty Presentation Convent, Lucan Co. Dublin member

Deave O'Shea, AMAIRPERSON AFM, "THE COTTAGE", 62 HAROLD'S CROSS ROAD
Dublin 6W.

Yvonne Solator Abbeyfeix Co. Laois

Names addresses and descriptions of Subscribers

Dated this 19 day of Nov.

1993

Witness to the above signatures:-

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



THE COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

DEBT AND DEVELOPMENT COALITION- IRELAND



1. In these presents, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

Words:-

Meanings:-

The Coalition	This Company
The Act	The Companies Act 1963 and every other Act for the time being enforced concerning companies and affecting The Coalition
These presents	These Articles of Association as originally framed or as from time to time altered by special resolution.
The Board	The Board of Directors for the time being fulfilling the role of Directors within the meaning of the Act
Office	The registered office of the Coalition
Seal	The Common Seal of the Coalition
Member	Save where otherwise appears, the word "member" shall mean a Full Member as defined by Clause 8 of these Articles and being a group, organisation or association whose name is for the time being entered on the Register of Full Members of the Coalition.

The expression "Secretary" shall include any temporary, assistant or acting Secretary.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the feminine gender only shall include the masculine gender.

Words importing persons shall include groups, organisations, corporations and Associations

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

Save as aforesaid, any words or expressions defined in the Act shall if not inconsistent with the subject or content bear the same meaning as these presents.

2. The Coalition is established for the purposes expressed in its Memorandum of Association.

3. The Office shall be at such place at the Republic of Ireland as the Board of Directors shall from time to time appoint.

MEMBERS

4. The number of members with which the Coalition proposes to be registered is 8, but the Board of Directors may from time to time register an increase of members.

5. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents, and none other shall be members of the Coalition and shall be entered on the Register of Members accordingly

6. There shall be two classes of members, namely

- (i) Full Members and
- (ii) Donor Members

7. Full membership shall be open to non-profit making non-government organisations, groups and associations which have among their objects or objectives the promotion of international development, the establishment of a just social order, or the attainment of full human rights for all persons and peoples. Political parties or groups, associations and organisations which are affiliated to a political party shall not be eligible for membership.

8. The subscribers to the Memorandum of Association are all nominees of groups, organisations and associations, which are, by virtue of such subscription, full members of the Coalition.

9. A full member shall be entitled at any time and from time to time during the continuance of its membership to appoint a nominee or delegate to exercise and enjoy the privilege of its membership and the individual so designated or nominated shall be eligible for election to the Board of Directors and any office therein or thereunder. A nominee of a full member shall upon the withdrawal of such nomination cease to exercise and enjoy the privilege of membership and shall no longer be eligible for election to the Board of Directors. The full member shall however be entitled to appoint an alternative nominee or delegate in place of the nominee or delegate whose nomination has been withdrawn.

10. Donor membership shall be confined to individual persons

11. Notwithstanding anything in these presents contained, Donor members shall not be entitled to receive notice of or to attend or vote at general meetings of the Coalition

12 At the first meeting of the Board of Directors following the incorporation of the Coalition the Board of directors shall if it so chooses, admit to membership of the Coalition all groups, organisations and associations which shall have indicated their wish to become members of the Coalition

13. The Board of Directors shall from time to time determine the amount of the annual subscription to be paid by Full Members, and shall also determine the amount of the annual subscription to be paid by Donor Members which may if the Board so decides be a greater or lesser amount than the annual subscription determined for Full Members. Full and Donor Members shall pay the annual subscription at the time it or she becomes a member of the Coalition and shall pay the annual subscription in all subsequent years as determined from time to time by the Board. The Board shall have the power at its absolute discretion to waive the payment of an annual subscription in any or every year by any named Full or Donor Member.

14. No group organisation association or individual shall be admitted to Full or Donor membership of the Coalition unless:-

(i) She or it has signed and sent to the Secretary an Application for admission framed in such terms as the Coalition shall from time to time prescribe, and

(ii) In the case of Full Membership the group organisation or association has been elected to full membership by the Coalition in the manner set out in Article 16 below.

15 The decision of the Coalition as to whether or not any application for admission to membership of the Coalition in either class shall be accepted shall be final and conclusive and the Coalition shall be entitled in its absolute discretion to refuse to admit to membership in either class any applicant without giving any reason for such refusal

16 (a) Every application for full membership as aforesaid shall be

(i) supported by two existing Full members of the Coalition; and
(ii) shall be approved by a two thirds majority decision of Full Members of the Coalition present and voting at a General Meeting.

(b) Every application for Donor membership shall be approved by a majority decision of the members of the Board of the Coalition present and voting at an ordinary meeting of the Board.

(c) The Coalition may, in its absolute discretion and without assigning any reason therefor, decline to accept any application for full or donor membership.

17. Every Full or Donor member of the Coalition shall use its or her best endeavours to promote the objects and interests of the Coalition and shall observe all the Coalitions regulations affecting it or her contained in or effective pursuant to these presents.

18 The rights of every Full or Donor member shall be personal to that member and shall not be transferable, transmissible or chargeable by its own act, by operation of law or otherwise.

19 A Full or Donor member may retire from membership upon giving three months prior notice in writing to the Coalition but no part of any annual subscription shall be refundable to such Member.

20 The Board at its absolute discretion may at any time suspend the membership of any full or Donor member such suspension to be effective until the next general meeting of the Coalition. A suspension shall have the effect of removing from that member all the privileges and rights associated with membership of the Coalition. The suspension of a full or donor member shall be brought for consideration to the next general meeting of the Coalition and the Coalition shall at that meeting by majority vote of those members present and voting at the meeting, either remove the suspension of the member and restore to it or her all the privileges and rights of membership or shall expel the member from membership of the Coalition. The removal of suspension shall not in any circumstances have the effect of invalidating any act of the Coalition or of the Board which was effected during the period of the suspension.

21. A register shall be kept by the Coalition containing the names and addresses of all Full and Donor Members, together with such other particulars as shall be required by the Act.

GENERAL MEETING

22. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Coalition and subsequently once in every calendar year, at such time (within the period of not more than fifteen months after the holding of the last preceeding Annual General Meeting) and place as may be determined by the Board of Directors. All other General Meetings shall be called Extraordinary General Meetings

NOTICE OF GENERAL MEETINGS

23(a). Subject to Sections 133 and 141 of the Act, an annual general meeting or a meeting for the passing of a special resolution, shall be called by twenty one days' notice in writing at the least, and a meeting of the Coalition (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day on which it is given and shall specify the place, the day and the hour of meeting, and in the case of special business, the general nature of that business and shall be given, in a manner hereinafter mentioned, to such persons as are under the Articles of the Coalition entitled to receive notice from the Coalition.

(b) All meetings of the Coalition shall be called by the Secretary of the Board on the instructions of the Board, save that where the Board shall decline upon being so requested, to call a meeting, such meeting shall be called by one-third of the paid up Full Members of the Coalition, who shall sign a notice calling the meeting. Where a meeting is called under this subsection, the same requirements for notice of the meeting shall apply, as though the meeting were called under Section 23 of these Articles.

24. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS OF THE COALITION

25. All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets and the reports of the Coordinator and the Board of Directors and auditors, the election of the Board of Directors in the place of those retiring, the appointment of the auditors, the fixing of the remuneration of the auditors, and the fixing of the entrance fees and membership subscription for the current year.

26. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, one-third (1/3) of members entitled to vote present by their authorised representative shall be a quorum.

27. If within a half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and to such other time and place as the Board of Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

28. The Chairperson, if any of the Board of Directors shall preside as chairperson of every meeting of the Coalition, or if there is no Chairperson, or if she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act the Vice Chairperson shall preside as Chairperson or if there is no Vice Chairperson or if she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Board of Directors present shall elect one of their number to be a chairperson of the meeting.

29. If at any meeting no member of the Board of Directors is willing to act as chairperson or if none is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairperson of the meeting.

30. The Chairperson may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at a meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded-

- (a) by the Chairperson; or
- (b) by at least three members present by their authorised representatives;
- (c) by any Member present by their representatives authorised in writing and representing not less than one tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the minute book of the meeting shall be conclusive evidence of the fact without proof of the number or the proportion of the votes recorded in favour of or against the resolution.

32 The demand for a poll may be withdrawn except as provided in Article 31, if a poll is duly demanded it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

34. A poll demanded on the election of a chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that upon which the poll has been demanded may be proceeded without taking the poll.

35. Subject to Section 141 of the Act, a resolution in writing signed by the nominees of all the members for the time being entitled to attend and vote on such a resolution at the general meeting shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Coalition duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

VOTES OF MEMBERS

36. Every Member shall have one vote which shall be cast at a general meeting by a duly authorised nominee of that Member, (evidence of which authorisation shall be furnished to the Board of Directors if requested). The person so authorised shall be entitled to exercise all the powers which members are entitled to exercise by virtue of these Articles.

37. No member shall be entitled to vote at any general meeting unless all instalments of its subscription demanded for the current year have been paid and all other moneys immediately payable by it to the Coalition have been paid.

38. No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meetings shall be valid for all purposes. And such objection made in due time shall be rendered to the chairperson of the meeting whose decision shall be final and conclusive.

BOARD OF DIRECTORS

39. There shall be a Board of Directors consisting of Representatives of not less than seven and not more than ten Members of the Coalition. The first members of the Board of Directors shall be the persons who are the members of the Board of Directors of the Coalition on the date of incorporation of the Coalition. The Board shall elect from among its members a chairperson and a vice chairperson who shall be chairperson and vice chairperson respectively of the Board and of the Coalition.

40. The Board of Directors shall not be entitled to remuneration for their services, but the Board may authorise payment by the Coalition to any member of any reasonable out of pocket expenses incurred by him/her in the performance of his/her duties or otherwise in connection with the affairs of the Coalition.

BORROWING POWERS

41. The Board of Directors subject to the prior approval of the Annual General meeting or of an Extraordinary General meeting may exercise all the powers of

the Coalition to borrow money and to mortgage or charge its undertaking and property or any part thereof.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

42. The business of the Coalition shall be managed by the Board of Directors who may do all things necessary for the maintenance of its status and the furtherance of its interest and may pay all expenses incurred in promoting and registering the Coalition, and may exercise the following powers and duties, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as may be given by a general meeting of the Coalition; but no direction given by the Coalition in a general meeting shall invalidate any prior act of the Board of Directors which would have been valid if such direction had not been given:

(i) the processing of applications for full membership for submission to a general meeting of the Coalition and processing and approving of applications for donor membership;

(ii) preparing submissions on any other matters of policy requiring the approval of Coalition at general meeting.

(iii) the making of provision for such public representation of the activities of the Coalition as may be required

(iv) the maintaining of relations between the Coalition and other bodies;

(v) (with the approval of the Coalition) the formulation of regulations, standing orders and procedures for the carrying on of the business of the Coalition

(vi) supervising the day to day functioning of the Coalition

(vii) supervising the setting up of the office and research centre of the Coalition, appointing and/or dismissing the coordinator or coordinators or any other staff, employees, or contactors of such office or research centre, and supervising the said person in the implementation of the objects of the Coalition, and the daily functioning of the said office and research centre.

(viii) the formulation of a budget for approval of the Annual General meeting

(ix) the re-allocation of resources of the Coalition

43. The Board of Directors may from time to time and at any time by power of attorney appoint any company, firm, or person or body of persons, whether nominated directly or indirectly by the Board of Directors, to be the attorney or attorneys of the Coalition for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing

with any such attorney as the Board of Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him/her.

44. All cheques, promissary notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Coalition, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board of Directors shall from time to time by resolution determine. The Board of Directors shall operate a Bank Account in the name of the Coalition and make proper provision for its operation.

44. The Board of Directors shall cause minutes to be made in books provided for the purpose:-

(a) of all appointments of officers made by the Board of Directors

(b) of the names of the members of the Board of Directors present at each meeting of the Board and of any sub-committee of the Board.

(c) of all resolutions and proceedings at all meetings of the Coalition and of the Board of Directors and of any sub-committee of the Board or of the Coalition.

APPOINTMENT AND RETIREMENT OF THE BOARD OF DIRECTORS

46. At each annual general meeting of the Coalition one third of the members of the Board of Directors or such number as is closest thereto shall retire from office, so however that any member who has served on the Board of Directors for three years shall be obliged to retire from office.

47. A retiring Director shall be eligible for reelection.

48. The annual general meeting may fill the vacated offices by electing new Members thereto, and in default the retiring Director shall, if eligible and offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.

49. The annual general meeting may from time to time by ordinary resolution increase or reduce the number of Directors.

50. The Coalition in general meeting may by ordinary resolution of which extended notice has been given in accordance with Section 182 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Coalition.

51. The Coalition may by ordinary resolution appoint another Member in place of the Director removed from office under Article 49 . The Coalition in general meeting may appoint any Member to the Board of Directors either to fill a casual vacancy or as an additional Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

52. The regulations regarding the proceedings of Directors shall be as set out in Clauses 50 to 58 of the Articles of Association set out in Table C of the Act, provided that the words "The Coalition" shall be substituted for the words "the Company" where such shall appear.

VOTING ON CONTRACTS

53. A Director may vote in respect of any contract in which he has declared an interest pursuant to the provisions of the Act or any matter arising thereout.

DISQUALIFICATION OF A DIRECTOR

54. The office of Director shall be vacated if the Director

(a) without the consent of the Coalition in general meeting holds any other office or place of profit under the Coalition; or

(b) becomes prohibited from being a director by reason of any order made under the provisions of the Act; or

(c) becomes of unsound mind; or

(d) resigns her office by notice in writing to the Coalition; or

(e) is convicted of an indictable offence, unless the Directors otherwise determine; or

(f) is directly or indirectly interested in any contract with the Coalition and fails to declare the nature of her interest in a manner required by Section 194 of the Act; or

(g) if the Director, being a nominee of a Full Member, has her nomination withdrawn by that Member

SECRETARY AND TREASURER

55. The Board of Directors shall appoint from among its members a Secretary and a Treasurer to the Coalition for such term and upon such terms and conditions other than remuneration as it thinks fit.

THE SEAL

56. The Seal shall be used only by the authority of the Directors and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director.

ACCOUNTS

57. The Directors shall cause proper books of account to be kept relating to

(a) all sums of money received and expended by the Coalition and the matters in respect of which the receipt and expenditure takes place.

(b) all sales and purchases of goods by the Coalition.

(c) the assets and liabilities of the Coalition.

58. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Coalition's affairs and to explain its transactions.

59. The books of account shall be kept at the office or, subject to the provisions of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.

60. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Coalition or any one of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the Coalition except as conferred by statute or authorised by the directors or by the Coalition in general meeting.

61. The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the annual general meeting of the Coalition such profit and loss accounts, balance sheets and reports as are required by those sections to be prepared and laid before an annual general meeting of the Coalition.

62. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Coalition together with a copy of the director's report and auditor's report shall not less than 21 days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Act to receive them.

63. The financial year of the Coalition for the purposes of preparation of Accounts shall be from 6th April in any year to the 5th April in the following year.

AUDIT

57. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

58. A notice or document may be served by the Coalition on any Member either personally in the case of Donor Members or in the case of Full Members, by sending it through the post in a prepaid letter addressed to such Member at the registered address as appearing in the Register of Members or to such other address as she may supply to the Coalition for the giving of Notices to her, and any Notice so served by post shall be deemed to have been duly served notwithstanding that such Member be then dead and whether or not the Coalition have notice of her death .

59. A notice or document served by post shall be deemed to have been served at a time when the letter containing the same was posted, and in proving such service it shall be sufficient to show that the letter containing the notice or document was properly addressed stamped and posted.

WINDING UP

60. If the Coalition shall be wound up the provisions contained in Clause 6 of the Memorandum of Association shall be performed and have effect in all respects as if same were repeated in these presents.

INDEMNITY

61. Subject to the provisions of the Act and Clause 3 of the Memorandum of Association every Member of the Board of Directors or of a sub-committee appointed by it, Auditor, Secretary, Treasurer and other Officer for the time being of the Coalition shall be indemnified out of the assets of the Coalition against any liability incurred by her in defending any proceedings whether civil or criminal in relation to her acts while acting in such capacity in which judgement is given in her favour or in which she is acquitted or in connection with any application under the provisions of the Act in which relief is granted to her by the Court.

Names address and descriptions of Subscribers

Ais Ni Fílleandúy. Irish Missionary Union, Orwell Park, Rathgar,
Dublin 6. Justice & Development Officer.

Mary P. Van hiestont OXFAM in IRELAND,
202 Lower Rathmines Rd, Rathmines; Campaigns Manager

Cathy Storr, Research Advisor, Trócaire, 169 Booterstown
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Danie O'Shea, Chairperson, AFI, "THE COTTAGE", 63 HAROLD'S CROSS RD
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Barbara Raftery Presentation Sisters Liscannore, Co Dublin: member.
Annette Moran, Clumber Justice and Peace Office, Dalgon Park,
Navan; Education Officer.

Anthony Dolan, NODE groups (Regional One World groups),
One World Office, Bridge St, Tullamore,
Resource Person. Offices.

Yvonne Murphy Solicitor Abbeyfeix Co. Laois

Dated this 19 day of November 1993

Witness to the above signatures:-

[Signature]

[Signature]
Solicitor

Companies Acts, 1963 to 1990.

Licence under section 24 of the Companies Act, 1963.

The Minister for Enterprise and Employment in pursuance of the powers vested in him by section 24 of the Companies Act, 1963, as adapted by the Industry and Commerce (Alteration of Name of Department and Title of Minister) Order, 1993 (S.I. No. 19 of 1993), does by this licence direct that

DEBT AND DEVELOPMENT COALITION - IRELAND

not being a public limited company, in consideration of the provisions and subject to the conditions set out in its Memorandum of Association, as subscribed by seven members thereof on 19 November 1993 may be registered with limited liability without the addition of the word "limited" to its name.

Given on behalf of the Minister for Enterprise and
Employment this day of March 1994



John A Gleeson

An officer of the Department of Enterprise and Employment duly authorised in that behalf under section 15(4) of the Ministers and Secretaries Act, 1924 (No. 16 of 1924) and section 7(2) of the Documentary Evidence Act, 1925 (No. 24 of 1925).