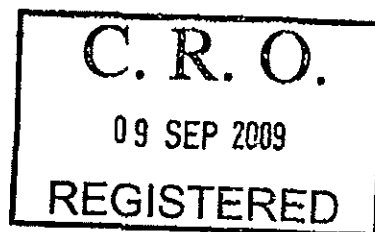


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COMPANIES ACTS, 1963 TO 2009

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
COIMIRCE



COMPANIES ACTS, 1963 TO 2006

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
COIMIRCE**

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1. The name of the Company is Coimirce (hereinafter and in the Articles of Association referred to as "the Company").

2. For the purposes of this Memorandum of Association, the following expressions shall have the following meanings:

"the Constituents" means the twenty six dioceses of the Roman Catholic Church on the island of Ireland, members of the Conference of Religious in Ireland and members of the Irish Missionary Union; and such other congregations, organisations, associations, ecclesial movements or prelatures on the island of Ireland with the prior agreement of the members of the Company; to the extent any such foregoing body has agreed to adhere to any protocol developed and agreed in accordance with this Memorandum of Association; and "Constituent" means any one of the foregoing;

"Sponsoring Bodies" means the Irish Episcopal Conference, the Conference of Religious in Ireland and the Irish Missionary Union and "Sponsoring Body" means any one of them.

3. The main object for which the Company is established is to provide advice, services and assistance to any Constituent or Constituents as provided for in this Memorandum of Association in furtherance of the development of the safeguarding of children within the Roman Catholic Church on the island of Ireland and to monitor ~~their compliance with legislation, policy and best practice and to report upon activities~~ of the Company and the cooperation which it receives in respect of such activities to the extent that such activities are always and in all respects carried out with due regard to the doctrines and applicable Canon Law of the Roman Catholic Church.
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4. The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only.

- (i) Establishing and operating a National Office for the Safeguarding of Children;
- (ii) Liaising regularly with those agencies and organisations on the island of Ireland which have responsibility for the safeguarding of children in order to promote and maintain awareness of the Constituents of the relevant developments in civil legislation, policy and practice;
- (iii) Reporting and providing, upon request from the Constituents or any Constituent, support, advisory and training services to such Constituents or Constituent on policies and practices relating to the safeguarding of children where it is feasible to do so;
- (iv) To develop and recommend in consultation with the Sponsoring Bodies, protocols for the safeguarding of children and to recommend adherence by any Constituent or Constituents to those relevant protocols.
- (v) Reviewing and reporting on the handling of complaints by any Constituent concerning the safeguarding of children in accordance with protocols for the purposes of sub-paragraph (iv); and
- (vi) Publishing an annual report or any other report prepared in connection with its activities.
- (vii) To request any Constituent or Constituents to make available to the Company, files or personal relevant to any matter surrounding child protection.
- (viii) To raise with any Constituent or Constituents any complaints or reasonable suspicions made to the Company from any third party or state authority with a view to investigating the handling of that complaint or reasonable suspicion as communicated or known to the Constituent in the context of any applicable protocols for the safeguarding of children.

5. ~~The following are the powers of the Company:~~

- 1) (a) To raise funds and help raise funds for any charitable purpose.
 - (b) To carry on any other business or activity with the agreement of the Sponsoring Bodies which may seem to the Company capable of
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being appropriately carried on in connection with the above main object.

- (c) All powers to be exercised by the Company shall be exercised and undertaken having regard to its resources and annual budget which shall be prescribed annually in advance by the Sponsoring Bodies.
- 2) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
 - 3) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent with the prior written agreement of the Sponsoring Bodies: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
 - 4) To guarantee, support or secure, with the prior written agreement of the Sponsoring Bodies whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
 - 5) To purchase or otherwise acquire and carry on with the prior written agreement of the Sponsoring Bodies the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the principal object of the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation or for limiting competition or for mutual

assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.

- 6) To promote any company with the prior written agreement of the Sponsoring Bodies for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the principal object of the Company.
 - 7) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally, provided that prior permission shall be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years.
 - 8) To raise or borrow money, and to secure the payment of money with the prior written agreement of the Sponsoring Bodies by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient for the purposes of its principal object, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed; and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.
 - 9) To, create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the principal object(s) of the Company.
 - 10) To employ personnel and to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and ~~provided that such occupational pension scheme has been operated or~~ adhered to or participated in directly or indirectly by the Company whether through direct contribution or otherwise and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of an occupational pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons
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employed by the Company and to subscribe or guarantee money for charitable objects.

- 11) To contract and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other activity, trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.
- 12) To procure the Company to be registered or recognised in any foreign country or place.
- 13) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.
- 14) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company.
- 15) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s).

And it is hereby declared that in the construction of this Clause, the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa

~~And provided that the above powers shall not be construed or exercised in any way so as to render any of the objects otherwise than exclusively charitable.~~

6. The liability of the members is limited.
 7. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year
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afterwards, for payment of debts and liabilities of the Company contracted before he 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 One Euro.

WINDING UP

8. If upon the winding up or dissolution of the Company 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 Company but shall be given or transferred to some other charitable institution or institutions having main objects similar to the main object(s) of the Company 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 imposed on the company under or by virtue of Clause 9 hereof, such institution or institutions to be determined by the members of the Company 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. ✓

INCOME AND PROPERTY

9. The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this Memorandum of Association. No portion of the Company's income and property 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. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the company of: ✓
- a) reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company;
 - b) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
 - c) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company;
 - ~~d) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company;—~~
 - e) fees, remuneration or other benefit in money's worth to any Company of which a Director may be a member holding no more than one hundredth part of the issued capital of such Company.

ADDITIONS, ALTERATIONS OR AMENDMENTS

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10. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners in respect of this Memorandum of Association and the Minister for Enterprise, Trade and Employment where a licence is granted by the Minister for Enterprise, Trade and Employment pursuant to section 24 of the Companies Act 1963 to dispense with the requirement to use the word "Limited" in its title and such a licence has not been withdrawn.

KEEPING ACCOUNTS

11. Annual audited accounts shall be kept and made available at all times to the Sponsoring Bodies and the Revenue Commissioners on request.

END.

COMPANIES ACTS, 1963 TO 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
Of
COIMIRCE**

PRELIMINARY

The Regulations contained in Table C of the Companies Acts, 1963 to 2006 shall apply to the Company save in so far as they are excluded or verified hereby.

1. In these Articles:

"the Act" means the Companies Act, 1963.

"the Archbishops" means the Archbishops for the time being of the Catholic Archdioceses of Armagh, Dublin, Cashel and Emly and Tuam and
"Archbishop" means any one of them;

"CORI" means the Conference of Religious in Ireland;

"the IMU" means the Irish Missionary Union;

~~"the Directors" means the Directors for the time being of the Company or the~~
Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called and
"Director" means any one of them;

"the office" means the registered office for the time being of the Company;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Seal" means the Common Seal of the Company;

"Sponsoring Bodies" means the Irish Episcopal Conference, the Conference of Religious in Ireland and the Irish Missionary Union and "Sponsoring Body" means any one of them.

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

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The number of members of the Company is 9 but the members may from time to time acting unanimously register an increase of members.
3. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership shall be members of the Company.
4. The rights and liabilities attaching to any members of the Company may be varied from time to time by a special resolution of the Company.
5. The following persons shall at all times be entitled to be admitted to membership in accordance with these Articles, namely;

(a) each of the Archbishops and the Episcopal Secretary of the Irish Episcopal Conference;

(b) the Director General for the time being of CORI or where there ceases to be such an office of Secretary General, the person performing such equivalent role as a successor and otherwise a nominee of CORI who shall be a member of the Executive of CORI;

(c) a nominee of the Executive of CORI who shall be a member of a constituent of CORI;

(d) the Executive Secretary for the time being of the IMU or where there ceases to be such an office of Executive Secretary, the person performing such equivalent role as a successor and otherwise a nominee of the IMU who shall be a member of the Executive Board of the IMU; and

(e) a nominee of the IMU who shall be a member of the Executive Board of the IMU.

For the avoidance of doubt, if any person so appointed as a member of the Company for the purposes of these Articles of Association shall cease to hold the office by virtue of which his entitlement to membership arises, then that person shall also cease to be a member of the Company and shall be replaced in accordance with these Articles of Association. The relevant Sponsoring Body shall also be entitled to revoke their nomination at any time whereupon the person so appointed as member in accordance with their nomination shall cease to be a member of the Company whereupon such person shall be replaced in accordance with these Articles of Association.

GENERAL MEETINGS

6. All general meetings of the Company shall be held in the State.

7. (1) Subject to paragraph (2), the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.

(2) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 6, the Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.

8. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

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9. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 132 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

10. Subject to Sections 133 and 141 of the Act, an Annual General Meeting and a meeting called for by passing of a special resolution shall be requisitioned by at least 21 days notice in writing and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be requisitioned by at least 14 days notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for 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 manner hereinafter mentioned to such persons as are under the Articles of Association of the Company entitled to receive notices from the company.
11. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive the notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. 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 Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
13. ~~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, three members present in person (which must include at least one member of the Company from each of the Sponsoring Bodies) shall be a quorum.
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14. If within one 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 at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within an hour from the time appointed for the meeting, the members present shall be a quorum provided that a member of the Company from the Irish Episcopal Conference is in attendance.
 15. The Chairman at every general meeting of the Company shall be the President of the Irish Episcopal Conference or, if he is not present within 30 minutes after the time appointed for the holding of the meeting, the Chairman shall be the Vice-President of the Irish Episcopal Conference or, if he is not present within 30 minutes after the time appointed for the holding of the meeting, the Chairman shall be in any event be a member of the Company from the Irish Episcopal Conference as agreed by the Irish Episcopal Conference members present or failing such agreement by majority decision of the members present.
 16. The Chairman 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 the meeting at 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 adjourned meeting or of the business to be transacted at an adjourned meeting.
 17. 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 Chairman, or
 - (b) by at least three members present in person or by proxy, or
 - (c) by any member or members present in person 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 Chairman 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 book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

18. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such a manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
 19. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman 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.
 20. A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has demanded may be proceeded with pending the taking of the poll.
 21. Subject to Section 141 of the Act, a resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company 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.
 22. Every member shall have one vote.
 23. No member shall be entitled to vote at any general meeting unless all monies immediately payable by him to the Company have been paid.
 24. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. ~~Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.~~
 25. Votes may be given either personally or by proxy.
 26. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a
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body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company but must be a member of a subscribing body to a Sponsoring Body.

27. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
28. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

COIMIRCE

I/We, _____ of _____
in the County of _____, being a member/members of the above named
Company,
hereby appoint _____
of _____ or falling him
or _____ as my/our proxy to vote for me/us on my/our behalf at the
(annual or extraordinary, as the case may be) general
meeting of the Company to be
held on the day of 20 and any adjournment thereof.

Signed this _____ day of _____ 20_____

This form is to be used *in favour of /against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out whichever is not desired.

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
30. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS.

31. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

DIRECTORS

32. The subscribers of the Memorandum and Articles of Association shall appoint the initial Directors of the Company. Thereafter, subject only to the terms of Article 49, the members shall appoint the Directors of the Company. Unless otherwise determined by the members, the Board shall consist of not Less than six persons and not more than fifteen persons.
33. The following persons shall be the first Directors of the Company with effect from the adoption of the Articles, namely Sr Martina Barrett, Aidan Canavan, Marie Kennedy, Brian Matthews, Paul McCafferty, John Morgan, Martina Duggan and Michael Ringrose.

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- ~~34. The Directors shall be appointed to the Board by the members of the Company acting unanimously.~~

RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

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35. (a) A member of any class may by notice in writing to the Secretary of the Company resign his membership of the Company.
- (b) Membership of the Company shall automatically cease on any member's death.
- (c) If any member shall refuse or willfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the remaining members acting by majority either shall have rendered him unfit to remain a member of the Company or shall be injurious to the Company or if the remaining members acting by majority shall for any other good reason require that a member shall be expelled such members may by a resolution of the members be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the members any explanation or defence as he may think fit.

Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 70 of these Articles whether or not it is actually received by the member intended to be served with such notice.

BORROWING POWERS

36. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to the Memorandum of Association.

POWERS AND DUTIES OF DIRECTORS

37. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
38. The Directors may from time to time and at any time by power of attorney with the prior approval of the Company in general meeting appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and 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 Company may approve in advance in general meeting, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, 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 Directors shall from~~ time to time by resolution determine.
40. The Directors shall cause minutes to be made in books provided for the purpose: (a) of all appointments of officers made by the Directors.
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- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors.
 - (c) of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.

DISQUALIFICATION OF DIRECTORS

41. The office of Director shall be vacated if the Director:

- (a) holds any office or place of profit under the Company; or
- (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under Part VII of the Companies Act 1990; or
- (d) becomes incapable due to illness or infirmity or becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company; or
- (f) is convicted of an indictable offence unless the Directors otherwise determine; or
- (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by section 194 of the Companies Act 1963 as amended by section 47 (3) of the Companies Act 1990.

VOTING ON CONTRACTS

42. A Director may not vote in respect of any contract in which he is interested or any matter arising thereout.

ROTATION OF DIRECTORS

43. A Director shall, subject to Article 47, hold office until the next Annual General Meeting following his election and shall then be eligible for re-election in accordance with these Articles of Association.

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44. The Company, at the meeting at which a Director retires in manner aforesaid, may but subject to the provisions regarding the appointment of Directors in these Articles, fill the vacated office by electing a person thereto, and in default the retiring Director shall, if 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.
 45. No person other than a Director retiring at the meeting shall, subject to the appointment of Directors in these Articles, be eligible for election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office in writing, signed by a member duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
 46. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
 47. The Company may by ordinary resolution of which extended notice given in accordance with Section 142 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. 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 Company.
 48. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 47. The Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as additional Director.

PROCEEDINGS OF DIRECTORS

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49. The Directors, with the unanimous prior approval of the members shall, ~~subject to the appointment of Directors in these Articles, have power at any time, and from time to time, to appoint any person to be a Director either to fill~~ a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election.
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50. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit but in any event not less than four times a year. Questions arising at any meeting shall be decided by a majority of votes. Where there is any equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors by giving at least 3 days' notice. If the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State or elsewhere is for the time being absent from the State.
 51. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed, shall be two.
 52. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
 53. The members shall elect a Chairman of the Board of Directors who shall chair meetings of the Board of Directors and determine the period for which he is to hold office, but, if no such Chairman is elected or if at any meeting the Chairman is not present within twenty minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
 54. The Directors may delegate any of their powers to committees consisting of at least one member of the Board to assist the committee to perform its duties effectively and the Directors may appoint the Chairman of any such committee; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
 55. A committee may elect a Chairman of its meetings if no Chairman has been appointed by the Directors; if no such Chairman is elected, or if at any meeting the Chairman is not present within 20 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting. The Chairman of any such committee shall ensure that a report of the proceedings of the committee is made available to the Board.
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56. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.
 57. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
 58. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

CHIEF EXECUTIVE AND APPOINTMENTS

59. The Board shall have the power from time to time to appoint, pay and dismiss a person (i) to be Chief Executive, or (ii) to any other such staff position where the gross remuneration exceeds €70,000 per annum, and upon such conditions as the Board may think fit and in all such cases subject to the prior approval of the members in writing. For the avoidance of any doubt, the members have agreed to the appointment of Ian Elliott as first Chief Executive Officer on terms agreed between Mr. Elliott and the Board.

SECRETARY

60. The Secretary shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
61. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

INDEMNITY

62. The Company shall indemnify its Directors, officers and any person who serves at the request of the Company as a Director or officer as follows:
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- (i) Every member of the Company, every person who is or has been a Director of the Company (and every person who serves at the Company's request as a Director) or any officer of the Company (whether or not providing voluntary services to the Company) and every member of a committee appointed by the Company or Board of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any debt, claim, action, demand, suit, proceedings, judgement, decree, party or otherwise by virtue of his being or having been a Director or officer of the Company or of any committee appointed by the Company or Board or of another partnership, joint venture, trust or other enterprise at the request of the Company and against amounts paid or incurred by him in the settlement thereof except where any of the foregoing is attributable to any willful negligence, willful default or bad faith on the part of such Director or officer;
- (ii) The words "claim", "action", "suit" or proceedings" shall apply to all claims, actions, suits or proceedings (civil, criminal, administrative, legislative, investigative or other, including appeals) and shall include, without limitation, legal fees, costs, judgements, amounts paid in settlement, fines, penalties and other liabilities;
- (iii) The rights of indemnification herein provided may be insured against by policies maintained by the Company, shall be severable, shall not affect any other rights to which any Director or officer, may now or hereafter be entitled, shall continue as to a person who has ceased to be such a Director or officer, and shall ensure to the benefit of the heirs, executors and administrators of such a person.
- (iv) The Company may make advances of expenses incurred in the defence of any claim, action, suit or proceedings against any person whom the Company is obliged to indemnify pursuant to this Article.

THE SEAL

63. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf; 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 or by some other person appointed by the Director for that purpose.

ACCOUNTS

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64. The Directors shall cause proper books of accounts to be kept relating to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the company.

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 Company's affairs and to explain its transactions.

65. The books shall be kept at the office or, subject to section 202 of the Companies Act 1990, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
66. 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 Company or any 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 except as conferred by statute or authorised by the Directors or by the Company in general meeting.
67. The Directors shall from time to time in accordance with Sections 148, 150, 157 and 158 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.
68. 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 Company together with a copy of the Directors' 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.
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AUDIT

69. Auditors shall be appointed and their duties regulated in accordance with Section 160 to 163 of the Companies Act 1963 as amended and extended by section 182 to 200 of the Companies Act 1990 (as amended).
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NOTICES

70. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at which the letter would be delivered in the ordinary course of post.
71. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- (a) every member
 - (b) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
 - (c) the Auditor for the time being of the Company

No other person shall be entitled to receive notices of general meetings.

END

WE, the several persons whose name and addresses are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association.

	NAMES OF SUBSCRIBERS	ADDRESSES OF SUBSCRIBERS	DESCRIPTIONS OF SUBSCRIBERS
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Dated this day of 20
Witness to the above signatures:

Address of Witness

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #1	ADDRESS OF SUBSCRIBER #1	DESCRIPTION OF SUBSCRIBER #1
1.	Seán Brady	ARA Coeli Armagh, BT61 76Y N. Ireland	Archbishop of Armagh

Dated this 16 day of December 2008

Witness to the above signatures: *John Connolly*

Address of Witness : *Ara Coeli, Armagh, BT61 727*

Description: *Diocesan Secretary*

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #2	ADDRESS OF SUBSCRIBER #2	DESCRIPTION OF SUBSCRIBER #2
2.	DERMOT CLIFFORD + Samuel Cliffe	ARCHBISHOP'S HOUSE, THURLES Co TIBERARY	CATHEDRAL ARCHBISHOP OF CASHIEL AND EMILY

Dated this 17th day of December 2008

Witness to the above signatures: Denise Fahin


Address of Witness: The Green, Blycross, Thurles, Co. Tipperary

Description: Secretary

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #3	ADDRESS OF SUBSCRIBER #3	DESCRIPTION OF SUBSCRIBER #3
3.	 [DIARMUID MARTIN]	Archbishop's House Drumcondra Dublin 9.	Archbishop of Dublin

Dated this 18th day of December 2008

Witness to the above signatures:



Address of Witness: Mason Hayes + Curran
Barrow St
Dublin 4

Description: Solicitor.

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #4	ADDRESS OF SUBSCRIBER #4	DESCRIPTION OF SUBSCRIBER #4
4.	Michael Healy	Archbishop's House Tuam, Co. Galway	Archbishop of Tuam

Dated this 17th day of December 2008 17/12/2008

Witness to the above signatures: Rev. Justin Monahan

Address of Witness : Diocesan Secretary
Archbishop's House
Tuam
Description: Co. Galway.

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #5	ADDRESS OF SUBSCRIBER #5	DESCRIPTION OF SUBSCRIBER #5
5.	<i>William Lee</i>	<i>Bishop's House, John's Hill. Waterford.</i>	<i>Bishop of Waterford and Lismore.</i>

Dated this *16th* day of *December* 2008

Witness to the above signatures:

Adamo Giffi

Address of Witness :

*Bishop's House
John's Hill.
Waterford*

Description:

Secretary

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #6	ADDRESS OF SUBSCRIBER #6	DESCRIPTION OF SUBSCRIBER #6
6.	Marianne Jones [SR. MARIANNE O'CONNOR]	24 Shrewsbury Wood Cabinteely Dublin 18	Wife

Dated this 18 day of December 2008

Witness to the above signatures: Rosaleen Mulholland

Address of Witness: 59 Bepton Rochester Ave
Dublin 18

Description: Secretary

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #7	ADDRESS OF SUBSCRIBER #7	DESCRIPTION OF SUBSCRIBER #7
7.	<i>Paul J. Long M.</i> [FR. CONAL CASEY]	75 Danwell Rd, DUBLIN 6	<i> Priest</i>

Dated this day of 2008

Paul J. Long M.

Witness to the above signatures:

Paul A. Fitzpatrick

Address of Witness :

60 Grove PK, Rathmines, D 6,

Description:

Colleague

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #8	ADDRESS OF SUBSCRIBER #8	DESCRIPTION OF SUBSCRIBER #8
8.	<i>Em Glynn</i> [FR. EMMON PLYNARD]	<i>27 NORTHBROOK RD D6</i>	<i>PRIEST</i>

Dated this 17 day of DECEMBER 2008

Witness to the above signatures: *RB*

Address of Witness : *POUND LANE
MAYNOOTH
CO. KILDARE*

Description:

FRIEND - COLLEAGUE

COIMIRCE LIMITED

ARTICLES OF ASSOCIATION

SUBSCRIBER' DETAILS

	NAME OF SUBSCRIBER #9	ADDRESS OF SUBSCRIBER #9	DESCRIPTION OF SUBSCRIBER #9
9.	<i>Fachtna O'Driscoll</i>	<i>Society of African Missions, Blackrock Rd. CORK.</i>	<i>Priest</i>

Dated this *17th* day of *December* 2008

Witness to the above signatures: *John Dunne*

Address of Witness: *African Missions, Blackrock Road, Cork*

Description: *Priest*