

**COMPANIES ACT, 1963 TO 1990  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**INSTITUTE OF GEOLOGISTS OF IRELAND LIMITED**

1. The name of the Company is:

**INSTITUTE OF GEOLOGISTS OF IRELAND LIMITED.**

2. The main objects for which the Company is established are:

- a) To promote and advance the science of geology and its professional application in all disciplines, especially the geosciences, and to facilitate the exchange of information and ideas in relation thereto.
- b) To require its members to uphold, develop and maintain the highest professional standards in the practice of their profession, as described in the Company's Code of Ethics and Conduct.

In furtherance of the above main Objects, the Company shall have the following Subsidiary Objects:

- c) To promote the interests of the geoscientific professions and those engaged therein and advance the science of geology, its practice, and that of the geosciences in Ireland.
- d) To increase the confidence of the community in the employment of professional geologists by admitting to professional membership of the Company only such persons as shall have satisfied the Directors of the Company that they have an adequate knowledge and experience of both the theory and practice of the geosciences.
- e) To raise the awareness of the contribution of the geological profession to society in general.
- f) To promote honourable practice, to actively discourage malpractice, and to settle disputed points of practice and to decide all questions of professional usage and etiquette affecting members of the Company.

- g) To improve the general and professional practice of persons engaged or intending to engage in the profession by organising appropriate professional development programmes for its members.
  - h) To grant certificates of membership, and to provide for the registration by the Company of holders of such certificates.
  - i) To develop good relations with other relevant geological organisations in Ireland and elsewhere in the world, and to promote mutual recognition of geological certification.
3. In order for the Company to pursue the foregoing objectives the Company is empowered to do and carry out all such things as are in the opinion of the Directors incidental to or conducive to the attainment of the above objects or any one of them provided that the Company shall not support with its funds and endeavour to impose on or procure to be observed by its members or any others any regulation or restriction which if an object of the Company would make it a trade union.
  4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividends, bonus or otherwise howsoever by way of profit, to the members of the Company.
  5. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent on premises demised or let by any member to the Company; but so that no member of the Board of Directors or any Committee of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Board of Directors or 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 Company: 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 Committee of Directors may be a member, and in which such member shall not be bound to account for any share of profits he may receive in respect of any such payment.
  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 the same being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
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 objects 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 is imposed on the Company under or by virtue of Clause 4 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.
9. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.
10. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

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

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Dated this        day of        2000.

WITNESS TO THE ABOVE SIGNATURES:  
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