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Introduction

When itsMF International was established a Memorandum of Association defined its purpose. This, like a birth certificate, cannot be altered. Changes to the purpose of International (its Objects) are made via Special Resolution and described below.

Changes to the Original Memorandum,

Changes adopted on 20th April 2023

Objects 3.1.1-3.1.3 are to be deleted and replaced with the following

3.1.1

To provide a formal structure for a global member community for IT Service Management professionals, using ITSME approved and licensed Chapters.

3.1.2

To protect the ITSME trademark and other Intellectual Property of the ITSME in the regions in which it has licensed chapters.

3.1.3

To act as an independent body for IT Service Management Practices and liaise with national and international bodies. This will include, but shall not be limited to, the strategic direction, content, format, marketing, updating and support of good practices embodied by different Service Management frameworks.

Original Memorandum From 2004,

The original memorandum as signed by the original signatories and registered with Companies House, UK

No. [_____]

The Companies Act 1985

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

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THE IT SERVICE MANAGEMENT FORUM INTERNATIONAL LIMITED

Incorporated the 12th day of July 2004

Ref: itsmfi.v1/al

30th June 2004

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

MEMORANDUM OF ASSOCIATION

- of -

THE I T SERVICE MANAGEMENT FORUM INTERNATIONAL LIMITED

1. The Company's name is "I T Service Management Forum International Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are: -
 - 3.1.1. To provide a forum in which members can exchange and share experiences which will assist organisations to manage their IT services in accordance with good practices and standards.
 - 3.1.2. To achieve these ends the Company shall organise and conduct meetings, discussion groups, forums, panels, lectures, exhibitions, conferences, seminars and other similar events and shall be empowered to issue newsletters, leaflets, circulars and other similar publications.
 - 3.1.3. To act as an independent body and liaise with the UK Office of Government Commerce (OGC), British Standards Institution (BSI) and other national and international bodies. This will include, but shall not be limited to, the strategic direction, content, format, marketing, updating and support of the good practice embodied in the ISO/IEC 20000 standard in OGC's ITIL¹ publications and BSI's standard BS 15000.
 - 3.1.4. To confer with trades (whether consultants, services companies, retailers or manufacturers) institutions or associations in regard to details of practical applications and products relating to good practice and other such matters as may be of mutual interest.
 - 3.1.5. To confer and consult with other organisations having similar objects to reciprocate services and goodwill extended by such organisations and to foster and develop friendly relations and to exchange ideas with such organisations.
 - 3.1.6. To subscribe or become a member or subsidise or co-operate with any association or body, whether incorporated or not, whose objects are altogether, or in part, similar to those of the Company to procure from and communicate to any such organisation or body such information as may be likely to forward the objects or the business or interests of the Company or its members.
 - 3.1.7. To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
 - 3.1.8. To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 3.1.9. To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture

¹ ® ITIL is a registered trademark of the Office of Government Commerce

under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

- 3.1.10. To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 3.1.11. To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.1.12. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.1.13. To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.1.14. To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.1.15. To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.1.16. To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.1.17. To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

- 3.1.18. To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 3.1.19. To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.1.20. To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.1.21. To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- 3.1.22. To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.1.23. To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.1.24. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- 3.1.25. To Support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and any other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established and maintained.

- 3.1.26. To purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Act to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability.
- 3.1.27. To distribute among members of the Company in kind any property of the Company of whatever nature.
- 3.1.28. To procure the Company to be registered or recognised in any part of the world.
- 3.1.29. To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.1.30. To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- 3.2. AND so that: -
- 3.2.1. None of the objects set forth in any sub-clause of the **Clause 3** shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this **Clause 3**, or by reference to or inference from the name of the Company.
- 3.2.2. None of the sub-clauses of this **Clause 3** and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this **Clause 3** as though each such sub-clause contained the objects of a separate company.
- 3.2.3. The word "Company" in this **Clause 3**, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- 3.2.4. In this **Clause 3** the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

Names, addresses and descriptions of subscribers

DENIS JAMES DOYLE
74 14th LINE ROAD
RR #1
WOLFE ISLAND
ONTARIO KOH 2YO
CANADA

IT MANAGEMENT CONSULTANT

IVOR MACFARLANE
15 LE STRANGE CLOSE
NORWICH
NR2 3PN
UK

ITSM TRAINER AND CONSULTANT

IAN PETER LANG LAWSON
43 6th AVENUE
PARKTOWN NORTH
JOHANNESBURG 2193
SOUTH AFRICA

MANAGER - COMMUNICATIONS

Dated: _____

Witness to the above signatures: -

SOLICITOR

