MEMORANDUM OF ASSOCIATION
of
INTERNATIONAL COUNCIL FOR EDUCATION OF PEOPLE WITH VISUAL IMPAIRMENT

COMPANY No. 4521195
THE COMPANIES ACTS 1985 and 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1. The name of the company (hereinafter called "the Council") is the International Council for Education of People with Visual Impairment.
2. The registered office of the Council will be situated in England and Wales.
3. The objects for which the Council is established are:
   3.1. To be regarded as, and see itself as, a global membership network of organizations and individuals, concerned primarily with the sharing, promotion and dissemination of knowledge and expertise, promoting equal access to education, and influencing/advocacy with external stakeholders, such as multilateral institutions, governments and United Nation Agencies.
   3.2. To convene in-person and online conferences, general assemblies, and meetings where feasible, taking account of the time and funds required for such activities.
   3.3. To make/facilitate connections within and beyond the membership network with the purpose of influencing policies at national, regional, and international levels.

3.4. To build, coordinate and support the membership, including raising the profile of ICEVI.

3.5. To facilitate connections for influencing policies at various levels.

3.6. To build, coordinate, and support the membership, raising the profile of ICEVI.

4. In order to facilitate the exchange of expertise and professional knowledge and skills, the Council shall have power to:

4.1. Promote local, regional and global networks.

4.2. Promote training courses, conferences and meetings at a local and regional level.

4.3. Promote local, national, regional and global communication.

4.4. Publish a global journal and regional newsletters through the internet and otherwise.

4.5. Promote local and regional special interest groups and their inter-regional linkages.

4.6. Do all such lawful things as may assist in carrying into effect the objects of the Council.

5. Benefits to Members and Directors

5.1. In this clause "director" means a member of the executive board as provided for in the Articles of Association.

5.2. The property and funds of the Council must be used only for promoting the objects and do not belong to members and there shall be no distribution of any profit whether by declaration of dividend or otherwise.

5.3. Notwithstanding the previous sub-clause members including directors may be reimbursed in respect of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Council.

5.4. Conflict of Interest: A Director(s) of the Executive Board, or a person(s) determining ICEVI policies and procedures, must not treat the legal entity assets as personal assets.

Personal assets and legal entity assets must be segregated, and any conflicts of interest made clear to the Executive Board.

6. The liability of the members is limited.
7. Every member of the Council undertakes to contribute to the assets of the Council, in the event of the same being wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Council contracted before he/she 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 amongst themselves such amount as may be required not exceeding £1.
8. If upon the winding up or dissolution of the Council 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 Council but shall be given or transferred to some other body having objects similar to the objects of the Council and which shall prohibit the distribution of its income or property among its members to an extent at least as great as is imposed on the Council, under or by virtue of clause 5 hereof, such body to be determined by the members of the Council at or before the time of dissolution, and in so far as effect cannot be given to the foregoing provision, then to some other charitable body.

We the persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

Revisions Approved by the General Assembly - November 17, 2024