
Organization Contact Information

a. Organization Official Name

ARTICLE19

a1. Organization Name in English (if available)

a3. Organization Name Acronym (if available)

b. Organization Wiki

c. Organization's official website URL

<https://www.article19.org/>

d. Organization email address

niels@article19.org

e. Organization phone number (include country/city codes)

+44 20 7324 2500

f. Organization mailing address (location and postal address, if different)

60 Farringdon Road

London, EC1R 3GA

g. Organization Country

United Kingdom

h. Organization City

London

i. Upload Organization Logo

https://atlarge-rails-production.s3.amazonaws.com/uploads/at_large_structure/logo/507/Logo-ONLINE-LARGE-WHITE.gif

Primary contact

Primary contact Name

Niels ten Oever

Primary contact Email

niels@article19.org

Primary contact Telephone

+31629051853

If primary contact has additional contact information, please provide it below

Please use lists@digitaldissidents.org to add me to mailinglists.

Secondary contact

Secondary contact Name

Corinne Cath

Secondary contact Email

corinne@article19.org

Secondary contact Telephone

+44 20 7324 2500

If secondary contact has additional contact information, please provide it below

Other contact

Additional contact information (name, email, telephone, etc.)

Structure and Governance

a. Are members of your organization residents of this specific region you seek to represent?

Yes

b. Are the officers of your organization residents of this specific region?

Yes

Please explain the answer above in sufficient detail so that a person not familiar with your Organization would be able to understand the reasons for your answer, and reference the URLs where any statutes or operating principles or other supporting information related to this question can be found:

<https://www.article19.org/pages/en/finance-accountability.html>

c. Is your organization formally incorporated or organized under a national legal jurisdiction?

Yes

IF YES: Please describe what legal recognition it has and indicate the place of legal incorporation or registration

ARTICLE 19 is a charitable company limited by guarantee, and was set up by a memorandum of association on 5 February 1987. ARTICLE 19 is registered with Companies House (no. 2097222), and the Charity Commission (no. 327421) in the UK

d. Describe your Organization's structure (e.g. governing and decision-making bodies and processes):

We are governed by an International Board of Trustees (Directors under company law) who oversee our Executive Director and Senior Management Team.

ARTICLE 19's governance structure aims to ensure that we are effective in working towards achieving our vision, using our resources to maximum effect and upholding our core ethos and values.

e. In what language/s does your Organization conduct its business?

English

About Your Members

a. Do you have individual members with the ability to vote in or otherwise control the management of the organization?

No

IF NO: Describe what role individuals have in the management and work of the organization.

We have no membership model.

b. Do you have organizations as all or part of your membership?

No

IF YES: Describe whether they are profit-making, non-profit-making, a mixture of both, and/or what proportion of the total membership each type of private sector organization is. Please also describe what the nature of the organizational members is: For example, are they all of a similar type or interested in a similar activity or policy area?

c. Do you have governmental bodies, or quasi-governmental bodies, as members of your organization?

No

IF YES: Please describe their nature and role in the decision-making and work of your organization, and the proportion of the total membership made up of these types of organization.

d. Describe the general membership – are they predominately of one (or more) professional background or interest group? (e.g. journalists, online rights activists, consumer organizations, individual consumers, etc.)

We have no membership model

e. Describe how your Organization keeps its constituents/membership informed about, and enables them to participate in, decisions regarding issues of interest:

We use weekly newsletters, annual reports and organize events.

f. Approximately how many members of each type of membership class (if you have more than one) do you have?

We have no membership model

g. Explain the eligibility requirements (if any) for your Organization's constituents/membership:

We have no membership model

Funding

a. What is the primary source, or sources, of funding for your Organization? (if unfunded/entirely voluntary simply indicate "N/A"):

As can be found in our annual accounts, in 2015 our largest donors were the Ministry of Foreign Affairs of the UK, Norway and Sweden.

b. Is your organization mainly self-supporting and would not be dependent on ICANN funding for the day-to-day operations of the organization?

Yes

c. Do you receive any funding from government agencies or for-profit entities? If so, please describe below and describe their involvement in the activities of the organization (if they so participate):

Yes, but these agencies do not participate in our activities. They solely function as donors.

Communication

a. Does your Organization commit to supporting its individual constituents'/membership's informed participation in ICANN?

Yes

b. Does your Organization post on the Internet publicly-accessible, current information about your Organization's goals, structure, description of constituent group(s)/membership, working mechanisms, leadership, and contact(s)?

Yes

If this information currently is available, provide URLs

<https://www.article19.org>

c. Provide information on your Organization's leadership (leaders' names, positions, emails):

Thomas Hughes - Executive Director - thomas@article19.org

Quinn McKew - Deputy Executive Director - quinn@article19.org

d. Are the leaders of your organization, as individuals, involved in other similar organizations or entities?

No

If yes, please say which ones:

Objectives

a. Please describe your Organization's mission and purpose (please post in the text box below or provide a URL, if posted):

Vision

ARTICLE 19's vision is a world in which all people can freely express themselves and actively engage in public life without fear or discrimination.

Mission

ARTICLE 19 promotes and defends freedom of expression and information globally.

The global realisation of our vision and mission is underpinned not only by freedom of expression and information, but through other rights including belief, privacy, participation, assembly and association, and more. As such, we frame our vision and mission within two interlocking freedoms:

Freedom to Speak

The right to express and disseminate opinions, ideas and information through any means, and to dissent and question powerholders.

Freedom to Know

The right to demand and receive information held by powerholders for transparency, good governance and sustainable development.

b. What ICANN-related issues currently are of interest to your Organization's constituents/membership:

Freedom of expression, human rights, accountability, transparency

c. Has your organization set up any event, meeting, or real-life activity pertaining to Internet governance issues, or other issues related to the interests of individual users?

Yes

If yes, please provide examples:

- <http://hrpc.io/>

- screening of the film Net of Rights in 8 countries

d. Has your organization been active in international, regional or national Internet governance issues?

Yes

If yes, please provide examples:

- co-chairing IRTF research group hrpc <https://irtf.org/hrpc>

- chairing the Cross Community Working Group on ICANNs Corporate and Social Responsibility to Respect Human Rights <http://icannhumanrights.net>

- co-rapporteurship of CCWG WS2 Human Rights Design Team

e. If your Organization is accredited, will it commit to participating actively in the Regional At-Large Organization (RALO) for the region in which your Organization is based?

Yes

f. If your Organization is accredited, does it or will it agree to adhere to the provisions of the Memorandum of Understanding (MoU) between the other ALSes in your Geographic Region and ICANN, as if it were an original signer of that document?

Yes

g. Does your organization have written bylaws or other constitutional instruments?

Yes

IF YES: Please insert the text of the written bylaws or other constitutional instruments below (in English if available)

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association

of

Article 19

Bates Wells & Braithwaite London LLP

10 Queen Street Place

London EC4R 1BE

(Telephone: 020 7551 7777)

www.bwbllp.com

015201/0004/001315290The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of Article 19

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Ben Hooberman

9 The Little Boltons

London

SW10 9LJ

William Shawcross

27 De Walden Buildings

Allitsen Road

London

NW8

Dated the 8th day of January 1987

Witness to the above Signatures:-

Benedict Birnberg

103 Borough High Street

London

SE1 1NN

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Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

ARTICLE 19

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Company Limited by Guarantee and not having a Share Capital

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Company Limited by Guarantee and not having a Share Capital

Articles of Association of ARTICLE 19

BACKGROUND

ARTICLE 19 is a charitable company limited by guarantee registered in England and Wales and governed by these Articles of Association. ARTICLE 19 International is an international association of organisations and individuals which operates as a global force for freedom of expression.

ARTICLE 19 acts as the co-ordinating body of ARTICLE 19 International and ARTICLE 19's board is entrusted with governance of both ARTICLE 19 and ARTICLE 19 International. There is a separate International Constitution which sets out how ARTICLE 19 International operates.

INTERPRETATION

1.

Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2.

Objects

The objects of the Charity are:

to promote human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations) throughout the world and in particular, but without limitation, the right to freedom of expression and information (as set out in Article 19 of the Universal Declaration of Human Rights and subsequent United Nations conventions and regional conventions and declarations) by all or any of the following means:

?

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Monitoring abuses of human rights;

Obtaining redress for the victims of human rights abuse;

Relieving need among the victims of human rights abuse;

Research into human rights issues;

Providing technical advice to government and others on human rights matters;

Contributing to the sound administration of human rights law;

Commenting on proposed human rights legislation;

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3.

Raising awareness of human rights issues;

Promoting public support for human rights;

Promoting respect for human rights among individuals and corporations;

International advocacy of human rights;

Eliminating infringements of human rights.

Powers

To further its objects the Charity may:

3.1 manage ARTICLE 19 International and the International Office;

3.2 provide and assist in the provision of money, materials or other help;

3.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.5 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.6 provide or procure the provision of counselling and guidance;

3.7 provide or procure the provision of advice;

3.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

3.9 enter into contracts to provide services to or on behalf of other bodies;

3.10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

3.11 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);

3.12 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

3.13 set aside funds for special purposes or as reserves against future expenditure;

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23.14 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;

3.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;

3.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

3.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.18 accept (or disclaim) gifts of money and any other property;

3.19 raise funds by way of subscription, donation or otherwise;

3.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;

3.21 incorporate and acquire subsidiary companies to carry on any trade;

3.22 subject to Article 4 (limitation on private benefits):

3.22.1 engage and pay employees, consultants and professional or other advisers; and

3.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

3.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

3.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any

other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);

3.25 undertake and execute charitable trusts;

3.26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

3.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

3.28 pay out of the funds of the Charity the costs of forming and registering the Charity;

3.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;

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33.30 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and

3.31 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to company members, Trustees and Connected Persons

4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any company member of the Charity unless the payment is permitted by Articles 4.3, 4.4 or 4.5.

4.3 No Trustee may:

4.3.1 sell goods, services or any interest in land to the Charity;

4.3.2 be employed by, or receive any remuneration from, the Charity; or

4.3.3 receive any other financial benefit from the Charity;
unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the
Charity Commission.

4.4

A Trustee may receive the following benefits from the Charity:

4.4.1 a Trustee or a person who is Connected with a Trustee may be reimbursed
by the Charity for, or may pay out of the Charity's property, reasonable
expenses properly incurred by him, her or it when acting on behalf of the
Charity;

4.4.2 a Trustee or a person who is Connected with a Trustee may be paid
reasonable and proper remuneration by the Charity for any goods or services
supplied to the Charity on the instructions of the Trustees (excluding, in the
case of a Trustee, the service of acting as Trustee and services performed
under a contract of employment with the Charity) provided that this
provision and Article 4.5.2 may not apply to more than half of the Trustees
in any financial year (and for these purposes this provision shall be treated as
applying to a Trustee if it applies to a person who is Connected with that
Trustee);

4.4.3 a Trustee or a person who is Connected with a Trustee may receive interest
at a reasonable and proper rate on money lent to the Charity;

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4.4.4 a Trustee or a person who is Connected with a Trustee may receive
reasonable and proper rent for premises let to the Charity;

4.4.5 the Charity may pay reasonable and proper premiums in respect of
indemnity insurance effected in accordance with Article 3.30; and

4.4.6 a Trustee or other officer of the Charity may receive payment under an
indemnity from the Charity in accordance with the indemnity provisions set
out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21 (Conflicts of

Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

4.5

A Trustee may receive the following benefits from any Subsidiary Company:

4.5.1 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;

4.5.2 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, provided that this provision and Article 4.4.2 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

4.5.3 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;

4.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;

4.5.5 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and

4.5.6 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company; provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.2, 4.5.3 or 4.5.4.

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LIMITATION OF LIABILITY AND INDEMNITY

5.

Liability of company members

The liability of each company member is limited to £5, being the amount that each company member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a company member or within one year after he or she ceases to be a company member, for:

5.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a company member;

5.2 payment of the costs, charges and expenses of winding up; and

5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7.

Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8.

Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that

office.

9. Trustees may delegate

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

9.3 In accordance with Articles 9.1 and 9.2, the Trustees may create a financial and general purpose committee, which shall, subject to any rules the Trustees may create about the committee:

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69.4

(a) be responsible for overseeing the Charity's financial, human resources and administrative operations; and

(b) consist of the Chair and the treasurer of the board of Trustees and two other members as determined by the Trustees.

Any delegation by the Trustees may be:

9.4.1 by such means;

9.4.2 to such an extent;

9.4.3 in relation to such matters or territories; and

9.4.4 on such terms and conditions;

as they think fit.

9.5 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.6 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.7 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

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710.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

11.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

11.2 the Trustees shall provide any manager with a description of his or her role and the

extent of his or her authority; and

11.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

12. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;

12.2 timely reports of all transactions are provided to the Trustees;

12.3 the performance of the investments is reviewed regularly with the Trustees;

12.4 the Trustees are entitled to cancel the delegation arrangement at any time;

12.5 the investment policy and the delegation arrangements are reviewed regularly;

12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

13. Power to change name of Charity

The Trustees may change the name of the Charity at any time by majority decision of the Trustees at a meeting.

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8DECISION-MAKING BY TRUSTEES

14.

Trustees to take decisions collectively

Any decision of the Trustees must be either:

14.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or

14.2 a unanimous decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.

15.2 A Trustees' meeting must be called by at least 48 hours' notice unless either:

15.2.1 all the Trustees agree; or

15.2.2 urgent circumstances require shorter notice.

15.3 Notice of Trustees' meetings must be given to each Trustee.

15.4 Every notice calling a Trustees' meeting must specify:

15.4.1 the place, day and time of the meeting;

15.4.2 the general nature of the business to be considered at such meeting; and

15.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

15.5 Notice of Trustees' meetings need not be in Writing.

15.6 Article 33 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

16. Participation in Trustees' meetings

16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

16.1.1

the meeting has been called and takes place in accordance with the Articles;

and

16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

16.2

In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

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916.3 If all the Trustees participating in a meeting are not in the same place, they may

decide that the meeting is to be treated as taking place wherever any of them is.

17. Quorum for Trustees' meetings

17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Trustees, whichever is the greater.

17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

18. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

19. Casting vote

19.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. Unanimous decisions without a meeting

20.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.

20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

20.3.1

approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;

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20.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.3;

20.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 37 (minutes).

Conflicts of interest

Declaration of interests

21.1

Unless Article 21.2 applies, a Trustee must declare the nature and extent of:

21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

21.2

There is no need to declare any interest or duty of which the other Trustees are, or

ought reasonably to be, already aware.

Participation in decision-making

21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.30;

(b) payment under the indemnity set out at Article 6; and

(c) reimbursement of expenses in accordance with Article 4.4.1; or

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21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 21.5.

21.5

If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

21.5.2 not be counted in the quorum for that part of the process ; and

21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

21.6

Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

21.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

21.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22.

Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

23.

Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

24.

Trustees' discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25.

Number of Trustees

There shall be a minimum of three Trustees.

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1226.

Appointment of Trustees and retirement of Trustees by rotation

Appointment of Trustees

26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees following a recommendation from the General Assembly.

26.2 The Trustees may appoint up to two Trustees to fill a vacancy, without a recommendation from the General Assembly. Any Trustee so appointed shall only hold office until the next Annual General Assembly Meeting. For the purposes of Article 26.5, a term of office shall not include a term for which the Trustee was appointed by a decision of the Trustees in accordance with this Article.

26.3 The board of Trustees shall consist of representatives of Affiliate Members and Individual Members who are not linked with Affiliate Members. When appointing the board the Trustees and the General Assembly shall have regard to the desire to reflect the international nature of ARTICLE 19 International.

26.4 In the normal course of business, the board shall comprise a majority of Individual Members who are not linked with Affiliate Members.

Automatic retirement

26.5 A Trustee shall retire from office at the Annual General Assembly Meeting immediately following the third anniversary of his or her appointment (or reappointment as the case may be) as Trustee. The retirement takes effect at the conclusion of the meeting.

26.6 The Annual General Assembly Meeting shall be the annual meeting of the General Assembly which is the first to take place after the Trustees' meeting at which the accounts of the Charity are adopted.

26.7 Retiring Trustees may be reappointed. Subject to these Articles there is no maximum term for Trustees.

26.8 If the retirement of a Trustee under Article 26.5 causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made.

Minimum age

26.9

No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

General

26.10 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

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1327.

Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

27.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

27.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

27.5 he or she fails to attend four consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

27.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the

resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees;

27.7 he or she ceases to be a company member of the Charity.

COMPANY MEMBERS

BECOMING AND CEASING TO BE A COMPANY MEMBER

28. Trustees as company members

28.1 The Trustees from time to time shall be the only company members of the Charity.

28.2 A Trustee shall become a company member on becoming a Trustee. All new Trustees are treated as having agreed to become company members of the Charity.

28.3 The names of the company members of the Charity must be entered in the register of company members.

29. Termination of company membership

29.1 A company member shall cease to be a company member if he or she ceases to be a Trustee.

29.2 Company membership is not transferable and shall cease on death.

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14DECISION-MAKING BY COMPANY MEMBERS

30. Company members' Meetings

30.1 The Trustees may call a general meeting of the company members at any time.

30.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

INDIVIDUAL MEMBERS AND AFFILIATE MEMBERS

31. Individual members and affiliate members

31.1 As provided in the International Constitution, the Trustees may also establish Individual and Affiliate Membership of ARTICLE 19 International. For the avoidance of doubt, no such Individual Member or Affiliate Member shall be a Company Member by virtue of being an Individual Member or Affiliate Member notwithstanding that an individual who is an Individual Member or representative of

an Affiliate Member may also be a Company Member by virtue of being a Trustee in accordance with Articles 28.1, 26.1 and 26.3.

WRITTEN RESOLUTIONS

32.

Written resolutions

General

32.1

Subject to this Article 32 a written resolution agreed by:

32.1.1 company members representing a simple majority; or

32.1.2 (in the case of a special resolution) company members representing not less than 75%;

of the total voting rights of eligible company members shall be effective.

32.2 On a written resolution each company member shall have one vote.

32.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

32.4 A company members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

32.5

A copy of the proposed written resolution must be sent to every eligible company member together with a statement informing the company member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

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1532.6 In relation to a resolution proposed as a written resolution of the Charity the eligible company members are the company members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

32.7 The required majority of eligible company members must signify their agreement to

the written resolution within the period of 28 days beginning with the Circulation Date.

32.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

Signifying agreement

32.9

A company member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

32.9.1 identifying the resolution to which it relates; and

32.9.2 indicating the company member's agreement to the resolution.

32.10 For the purposes of Article 32.9:

32.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

32.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Charity; or

(b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.

32.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33.

Communications by the Charity

Methods of communication

33.1

Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or

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16required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

33.1.1 in Hard Copy Form;

33.1.2 in Electronic Form; or

33.1.3 by making it available on a website.

33.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

33.4 A company member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

33.5 Where any Document or information is sent or supplied by the Charity to the company members:

33.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

33.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

33.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

33.6

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a company member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

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17Failed delivery

33.7

Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

33.7.1 if the Document or information has been sent to a company member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the company member's postal address as shown in the Charity's register of company members, but may in its discretion choose to do so;

33.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the company member's postal address as shown in the Charity's register of company members (if any), or in the case of a recipient who is not a company member, to the last known postal address for that person (if any); and

33.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

33.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

33.9 Notices of general meetings need not be sent to a company member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a company member for whom the Charity does not have a current Address.

34. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity.

35.

Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

35.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

35.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

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1836.

Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or

any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37.

Minutes

The Trustees must cause minutes to be made:

37.1 of all appointments of officers made by the Trustees;

37.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

37.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any company member or Trustee of the Charity, be sufficient evidence of the proceedings.

38.

Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a company members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

38.1 annual reports;

38.2 annual returns; and

38.3 annual statements of account.

39. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

19PATRONS

40.

Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a company member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to company members.

WINDING UP

41. Winding up

41.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

41.1.1 directly for the objects of the Charity; or

41.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

41.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the company members of the Charity under this Article 41.

41.3 If no resolution is passed in accordance with Article 41.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

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20SCHEDULE

INTERPRETATION

Defined terms

1.

In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term Meaning

1.1 “Address” includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;

1.2 “Affiliate Members” means any organisation which enters into a memorandum of understanding and a licence agreement with the Charity for the establishment and delivery of ARTICLE 19 International projects, programmes, strategies and visions (except where a Regional Office is also an Affiliate Member) and which is admitted by the board of Trustees as an Affiliate Member of ARTICLE 19 International in accordance with the International Constitution;

1.3 “Annual General Assembly Meeting” has the meaning given in Article 26.6;

1.4 “Articles” the Charity’s articles of association;

1.5 “ARTICLE 19 International” the international association of organisations, individuals and regional offices who adhere to the International Constitution and support the aims and mission set out in the International Constitution throughout the world;

1.6 “Chair” has the meaning given in Article 8;

1.7 “Charity” ARTICLE 19;

1.8 “Circulation Date” in relation to a written resolution, has the

meaning given to it in the Companies Acts;

1.9 “Clear Days” in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

1.10 “Companies Acts” the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply 210812/0001/001143862/Ver.05/Ver.06 21to the Charity;

1.11 “company member” means the members of the Charity for the purposes of the Articles and the Companies Acts;

1.12 “Connected ” in relation to a Trustee means any person falling within any of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
- (d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

1.13 “Document” includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic

Form;

1.14 “Electronic Form” and

“Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

1.15 “Financial Expert” an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

1.16 “General Assembly” means the assembly established by the board of Trustees for ARTICLE 19 International with such description and with such rights and obligations as they think fit and shall comprise the Individual Members and Affiliate Members admitted to the General Assembly by the board of Trustees;

1.17 “Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the Companies Act 2006;

1.18 “Individual Member” is an individual who is a freedom of expression expert or other expert and person of high standing who is committed to promoting the objects of the Charity and who is admitted as an Individual Member of ARTICLE 19 International by the 210812/0001/001143862 /Ver.06 22board of Trustees in accordance with the International Constitution;

1.19 “International Constitution” the document which sets out the agreement between the organisations and individuals who are part of ARTICLE 19 International including the association’s values, vision and mission and

methods of work as adopted by the Trustees from time to time;

1.20 “International Office”

means the London-based and multi-locational support and management structure of ARTICLE 19 International, currently operated by the Charity;

1.21 “Public Holiday”

means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;

1.22 “Regional Office”

means the regional office which is a branch of the Charity, as further defined in the International Constitution;

1.23 “Secretary”

the secretary of the Charity (if any);

1.24 “Subsidiary Company”

any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;

1.25 “Trustee”

a director of the Charity, and includes any person occupying the position of director, by whatever name called; and

1.26 “Writing”

the representation or reproduction of words,
symbols or other information in a visible form by
any method or combination of methods, whether
sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.

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23

Signature

Signature

xx

Name

Niels ten Oever

Title

Head of Digital