

Memorandum

Of Association

JAMAICA THE COMPANIES ACT COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1. The name of the Company is the Environmental Foundation of Jamaica (hereinafter called “the Foundation”)
2. The registered office of the Foundation will be situated in Jamaica.
3. The objects for which the Foundation is established are the promotion and implementation of activities designed to conserve and manage the natural resources and environment of Jamaica in the interest of sustainable development and the improvement of child survival and child development, including, but not limited to the following: -
 - A. Implementation of the provisions of an Agreement between the Government of the United States of America and the Government of Jamaica concerning an Enterprise for the Americas Foundation, dated day of September, 1993, and in particular by providing funding for organizations and activities of the type referred to therein.
 - B. Promotion, encouragement and support for efforts at all levels of society to protect, preserve and improve the environment of Jamaica;
 - C. Promotion of public awareness of the importance of protection, preservation and sound management of the environment.
 - D. Promotion of child survival and other child development activities, especially those that link child survival and child development with sustainable management of natural resources;
 - E. Support for and cooperation with efforts of local and foreign governments entities and nongovernmental organizations which share the same similar or related objects as those of the Foundation.
4. In furtherance of such objects, but not further or otherwise, the Foundation shall have the following powers:
 - A. To make any donation, investment of infusion of money or property in the work of any individual, association or body, and to subscribe or guarantee money for purposes or projects calculated to further the objects of the Foundation;
 - B. To provide support, assistance and cooperation to any individual, association or body which contributes to or furthers the objects of the Foundation;
 - C. To receive and access grant proposals for projects which would contribute to furthering

the objects of the
Foundation, and to disburse
funds in accordance with these
proposals

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or otherwise, in furtherance of the objects of the Foundation;

- D. To undertake efforts to improve the level of public education, awareness and information regarding the objects of the Foundation;
- E. To cooperate and enter into arrangements with any Government or authorities national, local or otherwise, or any corporation, company or person that may seem conducive to the attainment of the Foundation objects;
- F. To solicit, raise and receive funding and financing from governments, agencies, organizations, firms, individuals or entities for the furtherance of the objects of the Foundation;
- G. To procure and obtain subscriptions, gifts, donations, devises, grants, bequests and other gratuitous transfers of money and property for the purposes of the Foundation and to receive and deal with such moneys or property (subject to any trust, terms or conditions imposed by the donors thereof) for any of the objects of the Foundation as may seem expedient;
- H. To purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property, and to maintain and alter any of the same as is necessary or convenient for the purposes of or in connection with the Foundation business.
- I. To sell, lease, exchange, dispose of, mortgage, develop and turn to account, or otherwise deal with any property or rights for the time being of the Foundation for such consideration in money or otherwise and upon such terms as the Foundation shall deem expedient in the promotion of its objects;
- J. To draw, make, accept, endorse, negotiate discount and execute promissory notes, bills of exchange and other negotiable instruments and to operate bank accounts;
- K. To borrow or raise money for the objects of the Foundation on such terms and on such security as the Foundation thinks fit;
- L. To take and accept any gift of money, property or other assets, whether such to any special trust or not, for any one or more objects of the Foundation;
- M. To invest and deal with the moneys of the Foundation whether or not immediately required for the purposes of its objects in or upon such investments or securities and in such manner as may from time to time be determined in accordance with sound financial advice and with a view to yielding a commercially positive rate of return. Provided that at all times the moneys of the Foundation shall be invested in a prudent manner.
- N. To promote, affiliate with and/or support any institutions, society, company or association being a non-governmental, charitable organization with objects broadly similar to those of the Foundation and prohibiting the distribution of its property and income among its members to an extent at least as great as is imposed by Clause 5 thereof;

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- O. To do all or any of the above things in any part of the world, as by or through principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others;
- P. To erect, construct, lay down, enlarge, alter and maintain any buildings, work plant and machinery necessary or convenient for the Foundation business and subsidize the erection, construction and maintenance of any of the above;
- Q. To employ and pay any persons to supervise, organize carry on the work of and advise the Foundation;
- R. To pay reasonable sums for or towards the provision of pensions or gratuities for officers, employees and ex-employees of the Foundation or their dependents;
- S. To pay the expenses of and incidental to the formation and incorporation of the Foundation;
- T. To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them;

Provided that the Foundation shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition, which, if an object of the Foundation, would make it a trade union.

5. The income and property of the Foundation, whencesoever or derived, shall be applied solely towards the promotion of the objects of the Foundation as set forth in this memorandum of association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus otherwise howsoever by way of profit to the members of the Foundation.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Foundation, or to any member of the Foundation in return for any services actually rendered to the Foundation, or reasonable and proper rent for premises demised or let, by any Directors or governing body of the Foundation or any office of the Foundation paid by fees, and that no remuneration or any other benefit in money or moneys worth shall be given by the Foundation to any member of such Board or governing body except repayment of out-of-pocket expenses and reasonable and proper rent for premises demised or let to the Foundation, so, however, that the provision last mentioned shall not apply to any payment , to any railway, gas, electric lighting, water, cable or telephone company of which a member of the Board of Directors or governing body may be a member or any other company in which such member shall not hold more than one- hundredth part of the capital and such member shall not be hound to account for any share of profits he may receive in respect of such payment.

6. No addition, alteration or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force, unless the same shall have been previously submitted to an approved by the Minister under whose portfolio the Companies may fall from time to time.
7. The liability of the members is limited.

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8. Every member of the Foundation undertakes to contribute to the assets of the Foundation in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Foundation contracted before the time at which he ceases to be a member, and of the costs, charges, and expenses of winding up, and for the adjustment 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 One Dollar (JA\$1. 00)
9. If upon the winding up or dissolution of the Foundation 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 Foundation, but shall, subject to Article X of the Agreement between the Government of the United States of America and the Government of Jamaica concerning an Enterprise for the Americas Foundation dated the 27th day of September, 1993, be given or transferred to some other institution or institutions having objects similar to the objects of the Foundation 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 Foundation under or by virtue of paragraph 5 hereof, such institution or institutions to be determined by the members of the Foundation at or before the time of winding up or in default thereof by such Judge of the Supreme Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
10. True accounts shall be kept of the sums of money received and expended by the Foundation and the matter in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Foundation; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Foundation for the time being, shall be open to the inspection of the members. Once at least every year the accounts of the Foundation shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified auditor or auditors.

We, the several persons whose names and addresses are subscribed hereto are desirous of being formed into a company in pursuance of this memorandum of association.

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NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Witness to the above signatures

Date