

## The Companies Acts 1985 to 2006

### Company limited by guarantee and not having a share capital

#### Memorandum of Association

#### of NICC Standards Limited

- 1 The name of the Company (the **Company**) is NICC Standards Limited.
- 2 The registered office of the Company will be situated in England.
- 3 The objects for which the Company is established are:
  - (a) to provide a forum for those organisations involved in the provision of electronic communications networks in the UK, electronic communications services in the UK and networks, systems, software or services for electronic communications networks and/or electronic communications services in the UK in order for them to agree technical arrangements for the interconnection and interoperability of electronic communications networks and services in the UK and technical arrangements for end-user access to electronic communications networks and services in the UK;
  - (b) to develop, approve, produce and publish (including any variation, supplement or replacement) specifications, standards, service descriptions, information notes, guidelines, codes of practice and other forms of documentation in furtherance of the objects stated in sub-paragraph (a) above (**Standards**);
  - (c) to work with those organisations responsible for the regulation of the UK and European Community electronic communications sectors in order to ensure that the activities of the Company are aligned with regulatory and competition policy;
  - (d) to work with those organisations responsible for the maintenance of the UK's Critical National Infrastructure to develop and agree Standards necessary to ensure the continued availability of the UK's electronic communications infrastructure in case of emergency;
  - (e) to work with those organisations responsible for the provision of emergency services in the UK to develop Standards for the provision of electronic communications infrastructure in case of emergency;
  - (f) to work with those organisations responsible for policing and national security in order to develop Standards to assist those organisations in the execution of their duties;
  - (g) to work within the framework of existing and prospective international standards, so that so far as the Company considers to be practicable the Standards are compliant with those standards;
  - (h) to monitor the activities, including work programmes, of relevant international standards bodies and to participate in (including as a member of) or co-operate with such bodies in the development of international standards;
  - (i) to ensure that the activities of the Company, including its constituent working groups, are transparent, including by making approved Standards and other relevant materials available to the public but subject to restricting access to working papers during the development of a Standard to members of the Company and to restricting access to

Standards, working papers and other documents of the Company as determined by the Company to be necessary from time to time;

- (j) to promote the Company and the benefits of its activities to stakeholders both within and outside the electronic communications sector; and
- (k) in furtherance of the foregoing objects but not further or otherwise the Company shall have the following powers:
  - (i) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking or business;
  - (ii) to sell, let, sub-let, lease, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient;
  - (iii) to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;
  - (iv) to lend money to, guarantee the contracts of or otherwise assist, any person on such terms and on such security as may be thought fit;
  - (v) to take or otherwise acquire and hold shares or other interest in any other company having objects altogether or in part similar to those of the Company or carrying on any business directly or indirectly calculated to benefit the Company;
  - (vi) to invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments, securities and property as may be thought fit;
  - (vii) to remunerate any person for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business and to pay all or any expenses incurred in connection with the promotion and incorporation of the Company, either by cash payment or otherwise;
  - (viii) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments;
  - (ix) to sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company;
  - (x) to receive fees and to charge expenses; and
  - (xi) to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4 The liability of the members is limited.

5 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while it is a member, or within one year after it ceases to be a member, for payment of the debts and liabilities of the Company contracted before it 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, such amount as may be required not exceeding £1.

- 6 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities and subject to the Articles of Association, any property whatsoever (other than the Intellectual Property Rights of the Company) shall be apportioned amongst the persons who are Full Members at the date of such winding up or dissolution in proportion to the amount of the Fees which such Full Members paid in respect of the financial year of the Company which ended immediately prior to such winding-up. Any Intellectual Property Rights of the Company on the winding up or dissolution of the Company shall vest in The Office of Communications, including any successor organisation with responsibility for regulation of the communications sector in the UK under the Communications Act 2003.

