

**ARTICLES OF ASSOCIATION
OF
UNIVERSITY OF THE HIGHLANDS AND ISLANDS**

Contents

Article

1. Name 2
2. Definitions and Interpretation 2
3. Objects 7
4. Application of Income and Property..... 13
5. Limited Liability 15
6. Conduct of Educational Activities 15
7. Membership 15
8. General Meetings..... 17
9. Notice of General Meetings..... 17
10. Proceedings at General Meetings 18
11. Votes of Members..... 21
12. The Court..... 24
13. Meetings of the Court..... 34
14. Chief Operating Officer and Secretary 39
15. Minutes 39
16. The Chancellor..... 40
17. The Principal and Vice-Chancellor 40
18. Appointment of Members of University Staff 40
19. Students..... 41
20. Foundation..... 42
21. The Rector 44
22. Constitution of the Academic Council..... 44
23. Responsibilities of the Academic Council 46
24. Meetings of the Academic Council 47
25. UHI FE Regional Board..... 48
26. Academic Partners..... 48
27. Procedures at Meetings (other than General Meetings) 50
28. Seal 52
29. Accounts..... 52
30. Notices..... 52
31. Winding-up..... 53
32. Indemnity and Insurance..... 53
33. Articles and Regulations 54
34. Transitional Provisions..... 55

ANNEX

The Academic Partners 57

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

of

UNIVERSITY OF THE HIGHLANDS AND ISLANDS
Registered in Scotland No. SC 148203

(Adopted by Special Resolution passed on 19th June 2019)

1 NAME

The name of the company is “UNIVERSITY OF THE HIGHLANDS AND ISLANDS”*.

2 DEFINITIONS AND INTERPRETATION

2.1 In these articles, unless the context otherwise requires:

“the Acts” means the Companies Act 1985 and any provisions of the Companies Act 2006 for the time being in force and the Companies Acts as defined in Section 2 thereof in so far as they apply to the University, including any statutory modification or re-enactment thereof for the time being in force;

“the Articles” or “these Articles” means the articles of association of the University, together with the Annex as each is for the time being in force;

“the Academic Council” means the Academic Council of the University as referred to in Article **22**;

* Incorporated as “UHI Limited” and name changed to “UHI” by Special Resolution passed on 21 September 1998 conform to Certificate of Incorporation on Change of Name dated 13 October 1998, changed from “UHI” to “UHI Millennium Institute” by Special Resolution passed on 23 March 2001 conform to Certificate of Incorporation on Change of Name dated 6 April 2001 and changed from “UHI Millennium Institute” to “University of the Highlands and Islands” by Conditional Special Resolution passed on 9 December 2010 conform to Certificate of Incorporation on Change of Name dated 1 February 2011.

“Academic Partners” means those institutions listed as such in the Annex and any other institutions admitted into academic partnership by ordinary resolution of the Court but “partner” and “partnership” are not to be construed as creating any form of partnership under the provisions of the Partnership Act 1890 or any other enactment;

“Academic Partnership Agreement” means an agreement between the University and any of the Academic Partners as referred to in Article **26.1**;

“Annex” means the Annex to these Articles;

“Award” means an award of the University which is such degree, diploma, certificate or other academic award which is either made by the University under the University’s degree awarding powers or made by another awarding body recognised for this purpose by the University to a student registered by the University for the purpose of study or research as listed on an annual basis in the University’s Academic Standards and Quality Regulations;

“Board of Governors” means the board of Governors of the University, referred to in Article **12** as “the Court”, “Governor” shall be construed accordingly and “Governors” shall mean directors for the purposes of the Acts, each director being, for the purpose of the Charities Act, a trustee;

“business day” means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of Edinburgh are generally open for business;

“Chair of Court” means the senior lay member of the Court appointed pursuant to HEGA2016 and in accordance with Article 12.3;

“the Chancellor” means the Chancellor appointed in terms of Article **16**;

“charitable” in relation to any association, authority, body, company, institution, organisation, society or trust shall mean any such association, authority, body, company, institution, organisation, society or trust which is registered on the

Scottish Charity Register under the Charities Act and which is also regarded as a charity in relation to the application of the Taxes Acts;

“charitable purpose” means a “charitable purpose” under Section 7 of the Charities Act which is also regarded as a charitable purpose in relation to the Taxes Acts; and “charitable activity”, “charitable donation and “charitable objects” shall be construed accordingly;

“Charities Act” means the Charities and Trustee Investment (Scotland) Act 2005 including any statutory modification or re-enactment thereof for the time being in force;

“Chief Operating Officer” means the person who under the authority of the Principal is head of the University administration and has oversight of the business processes of the University;

“clear days” in relation to the period of a notice means 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;

“Colleges” means those institutions established for the principal purpose of providing teaching and learning services, which are or may be admitted into academic partnership;

“communication” means the same as in the Electronic Communications Act 2000 including any statutory modification or re-enactment thereof for the time being in force;

“Court” means the Board of Governors of the University and “member of the Court” means Governor;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic communication” means the same as in the Electronic Communications Act 2000;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“executed” includes any mode of execution;

“FE Academic Partners” means the Academic Partners which primarily carry on further education activities;

“the FHE Acts” means the Further and Higher Education (Scotland) Act 1992, the Further and Higher Education (Scotland) Act 2005 including any statutory modification or re-enactment thereof for the time being in force;

“FOISA” means the Freedom of Information (Scotland) Act 2002 including any statutory modification or re-enactment thereof for the time being in force;

“the Foundation”, means the Foundation of the University as referred to in Article **20**;

“HEGA 2016” means the Higher Education Governance (Scotland) Act 2016;

“Local Authorities” means the local government authorities (as established by the Local Government etc. (Scotland) Act 1994) for each of the local government areas of Shetland, Orkney, Western Isles, Highland, Moray, Perth and Kinross and Argyll and Bute;

“Members of Staff” means all persons who are employees of the University or any of its Academic Partners;

“Members of University Staff” means all persons who are employees of the University;

“the Principal” and “the Vice-Chancellor” both mean the Principal and Vice-Chancellor of the University as referred to in Article **17**;

“the Rector” means the Rector of the University as referred to in Article **21**;

“Regulations” means regulations made by the Court or the Academic Council and by committees of either empowered to regulate on their behalf pursuant to the Articles of Association;

“Relevant Trade Union” means any trade union identified in accordance with section 10(2) of HEGA 2016 and being recognised by either: (i) the University; or (ii) any one or more Academic Partners;

“Research Institutes” means those institutions established for the principal purpose of conducting research in any field of knowledge, which are or may be admitted into academic partnership as referred to in Article **26**;

“Secretary” means the secretary of the University or any other person appointed in terms of these Articles to perform the duties of the secretary of the University, including a joint, assistant or deputy secretary or clerk to the Court;

“Specialist and Research Academic Partners” means the Academic Partners deemed by the Court from time to time as Academic Partners which primarily carry on specialist or research activities;

“Students” means persons registered by the University or one of its Academic Partners for the purposes of full-time, part-time or occasional study or research in further, higher or university education as defined in the FHE Acts (including all persons holding sabbatical office in the Students' Association, irrespective of whether or not they remain registered as students of the University or one of its Academic Partners during their period of office);

“Students' Association” means any association of the generality of Students of the University formed in accordance with Article **19.1**, to further the educational purposes of the University and the interests of Students as Students;

“subsidiary” has the meaning ascribed by section 1159 Companies Act 2006;

“Taxes Acts” means the Income and Corporation Taxes Act 1988 (including any statutory modification or re-enactment thereof for the time being in force) and any other legislation relating to taxation in the United Kingdom;

“UHI FE Regional Board” means the UHI FE Regional Board, being a committee of the Court, as referred to in Article **12.15i** (which for the avoidance of doubt is not a “regional board” for the purpose of the FHE Acts);

“the United Kingdom” means Great Britain and Northern Ireland;

“University” means the University of the Highlands and Islands, incorporated in Scotland under the Companies Acts with registered number SC148203;

“writing” means 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.

2.2 Unless the context otherwise requires, words and expressions contained in the Articles bear the same meaning as in the FHE Acts or the Companies Act 2006 (as the case may be) including any statutory modification or re-enactment thereof for the time being in force.

2.3 The Interpretation Act 1978 shall apply for the interpretation of these Articles as it applies for the interpretation of an Act of Parliament.

2.4 The model articles of association as prescribed in Schedule 2 to the Companies (Model Articles) Regulations 2008 are excluded in respect of the University.

3 OBJECTS

The object for which the University is established is the advancement of education and in pursuance thereof:

a to carry on and conduct the activities of a further and higher education institution in accordance with the FHE Acts;

- b** subject to the passing of such orders as may be required pursuant to the FHE Acts to carry on and conduct a university;
- c** to perform all of the functions of a regional strategic body (including, without limitation, the funding, planning and monitoring of the provision of fundable further education and undertaking of research and provision of related services by such colleges as may be assigned to it) pursuant to the FHE Acts (which for the avoidance of doubt shall not include the grant of any further education award which shall continue to be granted by such colleges providing further education or other awarding bodies);
- d** to advance learning and knowledge in all their aspects and to provide industrial, commercial, professional and scientific education and training;
- e** to provide programmes of education or technical study for Students at all levels and in all branches of further and higher education and to set up or abolish departments, schools, faculties and other units of organisation and senior management structures for teaching and non-teaching Members of Staff with such functions, duties and powers as the University may consider desirable for the purpose of its objects;
- f** to provide opportunities and facilities for research of any kind, including the publication of results, papers, reports, treatises, theses or other material in connection with or arising out of such research;
- g** to grant all such degrees, diplomas, certificates and such other academic awards or distinctions (including honorary degrees, fellowships and other honorary academic distinctions) as may be granted by the University or to deprive any person of any such award or distinction, all pursuant to Section 48 of the Further and Higher Education (Scotland) Act 1992 and to appoint a Chancellor and a Principal and Vice-Chancellor and such deputies as may be required from time to time to preside over ceremonies for the receipt by Students of such degrees and other academic awards or distinctions;
- h** to advance the development locally, nationally and internationally of the contemporary indigenous languages and cultures of the Highlands and Islands;

- i** to provide for the recreational, social and spiritual needs of its Students; and to establish and fund a Students Association;
- j** to provide, equip and maintain buildings for teaching and research, residential accommodation for Members of Staff and Students, libraries, canteens, sports and all other facilities appropriate to the needs of Members of Staff and Students;
- k** to purchase, take on lease or in exchange, hire or otherwise acquire office or other premises, buildings, furniture, fixtures, fittings, equipment, vehicles and all other effects of every description necessary or convenient for use in connection with or for the purpose of all or any of the objects of the University and to construct, maintain, alter or demolish any buildings or premises;
- l** to employ and train Members of University Staff;
- m** to formulate and implement such other proposals, strategies and plans as are appropriate to the achievement of the University's objects and accordingly to consult educationalists, academics, management and financial consultants, representatives of national and local government, education authorities, universities, colleges, other institutions of further and higher education and centres of learning and other appropriate professional and technical advisers;
- n** to commission studies, research and reports and to engage, retain or employ and enter into agreements with persons, firms and other bodies whose services are necessary or desirable for all purposes intended to promote the objects of the University;
- o** to publicise by any means (including, without limitation, electronic communication and social media) the objects and activities of the University and to publish and distribute by any means (including, without limitation, electronic communication and social media) any newsletter, magazine, book, circular, leaflet, sound or video recording, website content or other publication which the University may consider desirable for the promotion of its objects;
- p** to hold, sponsor, arrange or organise meetings, conferences, lectures, presentations and talks in furtherance of the purposes of the University;

- q** to enter into any arrangement with any government or authority (supreme, municipal, local or otherwise) or any university, college, educational institution or other centre of learning, corporation, company, person or other body either within the United Kingdom or overseas that may seem conducive to the attainment of the University's objects or any of them;
- r** to accept, acquire, take or receive gifts, donations, grants, contributions, legacies and bequests and to solicit and invite the provision of funds and to distribute funding to Academic Partners for all or any of the purposes of the University and without prejudice to the foregoing to receive and distribute funds from governmental or any other sources;
- s** to take any gift of property, whether subject to any trust or not, for any one or more of the objects of the University;
- t** to undertake and organise schemes for the raising of money, other financial support and assistance in kind, and appeals both public and private;
- u** to undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the University and which may lawfully be undertaken by the University;
- v** to undertake any charitable activity which directly or indirectly promotes any of the objects of the University;
- w** to make any charitable donation either in cash or assets in furtherance of the objects of the University;
- x** to establish, subsidise, promote, acquire, co-operate, amalgamate or federate with, affiliate or become affiliated to, act as trustees or agents for or manage or lend money or other assistance to any university, college or other educational institution or any other association, society or other body, corporate or unincorporate, established for charitable purposes only and having primary objects wholly or partly similar to those of the University;

- y** to hold, sell, convey, transfer, mortgage, exchange, lease or otherwise dispose of any heritable or personal property and any rights or privileges which may be necessary or convenient for the promotion of the objects of the University;
- z** subject to such consents as may be required by law, to borrow or raise money for the objects of the University on such terms and on such security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise;
- aa** to advance money on loan with or without security and upon such terms as the University may deem expedient;
- bb** to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- cc** to invest the monies of the University not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- dd** to establish, promote, acquire or assist any company or companies with charitable objects all or any of which are similar to the objects of the University for the purpose of disposing of all or any of the University's property, rights and liabilities or for the purpose of carrying on any activity which the University is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit the University in the furtherance of its objects;
- ee** to establish, promote or acquire companies (whether charitable or commercial) whose activities may further one or more of the objects of the University, or may generate income to support the activities of the University, acquire and hold shares in such companies and carry out, in relation to any such company which is a subsidiary of the University, all such functions as may be associated with a holding company;

- ff** to give indemnity for, or to guarantee, support or secure whether by undertaking or covenant or by any such mortgage, charge, or lien, or by all or any such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on, any securities) undertaken on behalf of the University by any company which is for the time being a wholly owned subsidiary;
- gg** to give indemnity for or to guarantee, support or secure, whether by personal covenant or by any such mortgage, charge or lien, or by all or any such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on any securities) of any other university, college or other educational institution, association, society or other body, corporate or unincorporate, established for charitable purposes only and having primary objects wholly or partly similar to those of the University (including any such entity associated with or affiliated to the University);
- hh** to establish and support pension and superannuation schemes for the benefit of Members of University Staff, and to grant pensions or retiring allowances to Members of University Staff or to their dependants;
- ii** subject to the requirements of any enactment, to purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the charitable associations, societies or bodies with which this University is authorised to co-operate or federate;
- jj** to levy and receive fees and to accept payment for any property, assets or rights disposed of or dealt with or for any services rendered by the University, or in discharge or satisfaction of any debt, obligation or liability to the University either in cash or in shares, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in any other securities, or partly in one way and partly in another and generally on such terms as may be considered expedient;
- kk** to apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs,

trademarks, secret processes, know-how and inventions, any other intellectual property and any interest therein;

- ll** to pay for any property, assets or rights acquired by the University and to discharge or satisfy any debt, obligation or liability of the University, either in cash or by any other securities which the University has power to issue or partly in one way and partly in another and generally on such terms as may be considered expedient;
- mm** to found scholarships and exhibitions and to make grants, and to give prizes;
- nn** to keep a register of the University's graduates and to establish and maintain an association of its *alumni* and those of any affiliated institution and of former Students of any institution which may be merged with the University;
- oo** to make and publish bye-laws, rules and regulations for the government and conduct of the University as a university and its Students, and to alter, amend, vary, add to or rescind any such bye-laws, rules and regulations as may from time to time be deemed expedient;
- pp** to pay out of the funds of the University the costs, charges and expenses of and incidental to the formation and registration of the University;
- qq** to do all such other things as are necessary or incidental to the attainment of the objects of the University or any of them.

Provided that:

- i** in case the University shall take or hold any property which may be subject to any trusts, the University shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- ii** the University 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 University would make it a trade union.

4 APPLICATION OF INCOME AND PROPERTY

The income and property of the University shall be applied solely towards the promotion of its objects as set out in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the University, and no member of its Court shall be appointed to any office of the University paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the University provided that nothing herein shall prevent any payment in good faith by the University:

- a** of a reasonable and proper remuneration to any member, officer or servant of the University (not, subject to sub-clause (b) of this Article 4, being a member of its Court) for any services rendered to the University, and to any member of the Court who shall be entitled to charge and be paid all usual professional or other charges for work done by him or her or his or her firm when instructed by the Court so to act in that capacity on behalf of the University;
- b** of interest on money lent by any member of the University or its Governors at a reasonable and proper rate per annum and not exceeding 2% more than the base lending rate for the time being of the University's bankers, or 3%, whichever is greater or reasonable, and proper rent for premises let by any member to the University;
- c** to any member of its Court or of any committee for any reasonable out-of-pocket expenses or attendance allowances or for premises let to the University;
- d** of fees, remuneration or other benefit in money or money's worth to a company of which a member of the University or of its Court may be a member holding not more than one hundredth part of the capital of such company;
- e** of reasonable and proper remuneration to any member of the University or of its Court who is employed by the University as Principal, Member of Staff or examiner provided always that no such member shall be entitled to vote upon any resolution providing for payment of or relating to such remuneration or relating to the conditions of service of any such officer or servant of the University;
- f** of reasonable and proper rent for premises demised or let by any member of the University or any director;

- g** of reasonable remuneration and allowances to the Chair of Court, as the Court considers reasonable from time to time (subject always to the provisions of the Charities Act regarding remuneration of charity trustees)
- h** of reasonable remuneration or directors' fees to the chair of the UHI FE Regional Board, or to any other Governor (as considered reasonable and appropriate by the Court from time to time) for services rendered by them to the University (subject always to the provisions of the Charities Act regarding remuneration of charity trustees); or
- i** of any other payment permitted by section 67 of the Charities Act.

5 LIMITED LIABILITY

5.1 The liability of the members (being those individuals who are the members of the University from time to time pursuant to Article 7) is limited.

5.2 Every member of the University undertakes to contribute to the assets of the University, in the event of the same being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the University contracted before he or 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 £10.00 (ten pounds sterling).

6 CONDUCT OF EDUCATIONAL ACTIVITIES

The educational activities of the University shall be conducted in accordance with the FHE Acts and any relevant regulations and, subject thereto, in accordance with the provisions set out in these Articles and any Regulations made in pursuance thereto.

7 MEMBERSHIP

7.1 Subject to the provisions of Articles **7.4**, and **7.11**, any person who is appointed a Governor shall be qualified to be a member of the University.

- 7.2** Subject to the provisions of Articles **7.11**, and any person becoming qualified to be a member of the University by appointment as a Governor, on accepting such office of Governor, shall signify in writing to the Secretary their application and consent to become such member and the Secretary shall thereupon enter the name and address of such person in the books of the University and upon such entry that person shall become a member accordingly.
- 7.3** Any member of the University who ceases to be a Governor shall *ipso facto* cease to be a member of the University and his or her name shall be removed from the register of members accordingly.
- 7.4** A member may at any time withdraw from the University by giving at least seven clear days' notice to the University. Membership of the University shall not be transferable and shall cease on death.
- 7.5** Subject to Articles **7.6** to **7.10**, the University may, by special resolution, expel any person from membership of the University.
- 7.6** Any member of the University who wishes to propose at any meeting a resolution for the expulsion of any person from membership shall lodge with the University written notice of his or her intention to do so (identifying the member concerned and specifying the grounds for the proposed expulsion) not less than six weeks before the date of the meeting.
- 7.7** The University shall, on receipt of a notice under the preceding Article, forthwith send a copy of the notice to the member concerned who shall be entitled to make written representations to the University with regard to the notice.
- 7.8** If representations are made to the University in pursuance of the preceding Article, the University shall (unless such representations are received by the University too late for it to do so):
- a** state the fact of the representations having been made in the notice convening the meeting at which the resolution is to be proposed; and

b send a copy of the representations to every person to whom notice of the meeting is or was given.

7.9 Whether or not a copy of written representations has been given to each of the persons entitled to receive notice of the meeting, the member concerned shall be entitled to be heard on the resolution at the meeting.

7.10 Failure to comply with any of the provisions of Articles **7.5** to **7.9** shall render any resolution for the expulsion of a person from membership of the University invalid.

7.11 A person expelled from membership of the University under Articles **7.5** to **7.10** shall cease to be a member with effect from the time at which the relevant resolution was passed.

7.12 The number of members of the University shall not exceed twenty one.

8 GENERAL MEETINGS

8.1 A general meeting shall be convened by the Court (in accordance with Section 304 of the Companies Act 2006) on requisition by members of the University (under section 303 of the Companies Act 2006) or on requisition by a resigning auditor (under section 518(2) of the Companies Act 2006).

8.2 Subject to the preceding Article and to the requirements of the Acts as to the holding of general meetings, the Court may convene general meetings whenever they think fit.

9 NOTICE OF GENERAL MEETINGS

9.1 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having the right to attend and vote being a majority who together represent not less than 90% of the total voting rights at that meeting of all the members.

- 9.2** A notice convening a meeting shall specify the time and place of the meeting; it shall also state the terms of any resolution which is to be proposed as a special resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.
- 9.3** Notice of every general meeting shall be given to all the members and to the auditors.
- 9.4** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

10 PROCEEDINGS AT GENERAL MEETINGS

- 10.1** No business shall be transacted at any meeting unless a quorum of members of the University, each being a member or a proxy for a member or a duly authorised representative of a corporate member, is present. The quorum for all meetings of the members of the University shall be seven members, of whom four shall also be Independent Governors appointed under Article **12.1d**.
- 10.2** If the quorum required under Article **10.1** is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chair of the meeting.
- 10.3** The Chair of Court (or, in his or her absence, the vice chair) shall preside as chair of the meeting; if neither the Chair of Court nor the vice chair is present within half an hour of the time appointed for holding the meeting, the members of the University who are present shall elect one of their number to act as chair.
- 10.4** The chair may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place.

- 10.5** No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.
- 10.6** Where a meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted; in any other case, it shall not be necessary to give any notice of an adjourned meeting.
- 10.7** A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded by the chair, or by the Governors or by two members of the University present at the meeting or by a member or members representing not less than one-tenth of the voting rights of all members having the right to vote on the resolution.
- 10.8** Amendments to resolutions
- a** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- i. notice of the proposed amendment is given to the University in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
 - ii. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- b** A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- i. the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

ii. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

c If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

10.9 Unless a poll is demanded in accordance with the preceding Article, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, and an entry to that effect made in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

10.10 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.

10.11 If a poll is demanded in accordance with Article **10.7**, it shall be taken at once by means of a secret ballot of all the members of the University who are present in person or by proxy or (being a corporation) by a duly authorised representative or by proxy, at the meeting, conducted in such manner as the chair may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.

10.12 A member of the University may participate in a general meeting of the University by means of a conference telephone, audio visual or similar communications equipment (electronic or otherwise) whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair then is.

10.13 For the purpose of voting by secret ballot on a poll in accordance with Article **10.11** votes may be cast by members participating in the meeting in

accordance with Article **10.12** by electronic communication sent to an address specified for the purpose of receiving votes in the notice convening the meeting or as the chair may direct.

10.14 Governors may attend and speak at general meetings of the University, whether or not they are members, and the chair may permit other persons who are not members of the University to attend and to speak at a general meeting.

11 VOTES OF MEMBERS

11.1 At a general meeting, every member of the University who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself or herself a member entitled to vote, shall have one vote.

11.2 No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the chair of the meeting whose decision shall be final and conclusive.

11.3 The appointment of a proxy shall be in writing executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve) –

“ I of
being a member of the above-named company,
hereby appoint of
or, failing him or her, of
.....
as my proxy to vote in my name and on my behalf at the general meeting of
the company to be held on , and at any adjournment
thereof.
Signedon.....”

11.4 When it is desired to afford members an opportunity of instructing the proxy how he or she shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve) –

“ I of
being a member of the above-named company,
hereby appoint of
or, failing him or her, of
.....

as my proxy to vote in my name and on my behalf at the general meeting of the company to be held on , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

- Resolution No.1 * for * against
- Resolution No. 2 * for * against.
- * Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signedon.....”

11.5 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Governors may:

- a** in the case of an instrument in writing be deposited at the registered office of the University or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the University in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

b in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

- i. in the notice convening the meeting; or
- ii. in any instrument of proxy sent out by the University in relation to the meeting; or
- iii. in any invitation contained in an electronic communication to appoint a proxy issued by the University in relation to the meeting;

be received at such address, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

c in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

d where the poll is not taken forthwith but is taken more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any director;

and an appointment of a proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this Article and the next, "address" in relation to electronic communications includes any number or address used for the purpose of such communications, and in calculating the periods mentioned in paragraphs **a**, **b**, **c** and **d**, no account shall be taken of any part of a day that is not a working day.

11.6 A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless

notice of the determination was received by the University at the office or at such other place at which the instrument of proxy was duly deposited, or where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received, before the commencement of the meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

12 THE COURT

12.1 The University shall be governed in accordance with the Articles by the Court which shall consist of no more than twenty one persons, namely the following:

a seven Statutory Governors, being:-

- i. the Chair of Court, appointed in accordance with Article 12.3;
- ii. two Governors elected by and from the Members of Staff (“Staff Statutory Governors”);
- iii. two Governors each being Members of Staff appointed by being nominated by a Relevant Trade Union, being: (aa) one nominee of a Relevant Trade Union from among the Members of Staff who are support staff (as identified as such according to rules made by the Court from time to time); and (bb) one appointee of a Relevant Trade Union from among the Members of Staff who are academic staff (as identified as such according to rules made by the Court from time to time) (“TU Statutory Governors”); and
- iv. two Governors, each being Students appointed by being nominated by the Students’ Association (“Student Statutory Governors”).

b two *Ex officio*:

- the Principal; and
- the Rector.

c two Appointed Governors, each being the chair of an Academic Partner, appointed by the Academic Partners in each case appointed by inviting nominations from the Academic Partners, and in the event of more than two nominations being received, by way of an election in which each Academic Partner shall be entitled to vote for two nominees. In the event of a tie among more than two nominees for the highest number of votes cast in any such election, the outcome of the election will be determined in accordance with rules made by the Court from time to time.

d ten Independent Governors of whom:

- one shall be appointed from the Chief Executives of the Local Authorities;
- one shall be appointed by Highlands and Islands Enterprise;
- one shall be the chair of the UHI FE Regional Board *ex officio*, for so long as such committee is established by the Court, or if no UHI FE Regional Board remains established one with the capacity to oversee governance of further education, shall be appointed by the Court; and
- seven, shall be appointed by the Court; and

none of whom shall hold appointment concurrently as Chancellor, as a member of the governing body of any of the Academic Partners or any of the colleges as may be assigned to the University as a regional strategic body pursuant to the FHE Acts, nor as a member of any other body responsible for the governance of any of the Academic Partners or any of such assigned colleges, and none of whom shall be a Student, Member of Staff nor an employee of any of such assigned colleges.

12.2 Duration of Appointment & Nominations Processes

a Chair of Court

The Chair of Court shall be appointed for a period of three years, provided that such appointment may be extended by:-

- i. one further consecutive period of three years, and/ or

- ii. in exceptional circumstances, for a further additional period of one year,

in either case only upon a resolution of the Court approving such re-appointment following on a recommendation of such reappointment by the committee with delegated responsibility from the Court for nominations (or such other committee as the Court may delegate such business to from time to time).

b Staff Statutory Governors

Staff Statutory Governors shall be elected on such rules as are approved by the Governors from time to time.

Staff Statutory Governors shall be elected for a period of three years and may each be re-elected for two further consecutive periods of three years.

c TU Statutory Governors

TU Statutory Governors shall be nominated by Relevant Trade Unions in accordance with such rules as are approved by the Governors from time to time.

TU Statutory Governors shall be appointed for a period of three years and may each be re-appointed for two further consecutive periods of three years.

d Student Statutory Governors

Student Statutory Governors shall be nominated by the Students' Association in accordance with such rules as are agreed with the Students' Association and approved by the Governors from time to time.

Student Statutory Governors shall be appointed for a period of one year only.

e *“Ex officiis”*

Governors *ex officio* shall hold appointments during their tenure of office.

f Appointed Governors

Appointed Governors shall be appointed for a period of three years and may each be re-appointed for two further consecutive periods of three years.

An appointed Governor shall cease to be a Governor should he or she no longer hold office as a chair of an Academic Partner but if such Governor ceases to be the chair of the Academic Partner prior to the end of his or her term of appointment as a Governor, then the Academic Partners shall appoint a replacement, and in such circumstances an election shall be held in accordance with the provisions of Article **12.1c** (provided that such election shall appoint one Governor only, and each Academic Partner shall only be entitled to vote for one nominee).

g Independent Governors

Independent Governors shall be appointed for a period of three years and may each be re-appointed for two consecutive periods of three years.

No member of the Court other than *ex officio* members appointed in terms of Article **12.1b** may hold appointment for more than ten years in total.

12.3 The Chair of Court shall be appointed by the Court in accordance with the provisions of sections 3 to 8 (inclusive) of HEGA 2016, and according to such rules and processes as may be made or adopted by the Governors from time to time to effect such appointment.

12.4 A vice chair of the Court shall be appointed by the Court from among the ten Independent members appointed by the Court in terms of Article 12.1d for a period of three years with possibility of re-election for one further consecutive period of three years. Appointment as vice-chair shall cease on the person appointed ceasing to be a member of the Court. The vice-chair of the Court may be removed from that office by a resolution of the Court provided it is

passed by not less than two thirds of the members of the Court voting in favour of the resolution. For the avoidance of doubt, the vice chair shall be empowered to exercise all of the functions and powers of the Chair of Court (including but not limited to those specified in section 1 of HEGA 2016) in the absence of the Chair of Court or during any period when the office of Chair of Court is vacant.

12.5 A Governor shall cease to be a Governor if:

- a** he or she ceases to be a Governor by virtue of any provision of the Acts or he or she becomes prohibited by law from being a director or a charity trustee; or
- b** he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- c** he or she resigns by notice to the University; or
- d** his or her term of office expires or, if earlier, he or she ceases to be eligible to hold that office; or
- e** he or she ceases to be a member of the University; provided that if a member is removed pursuant to Articles 7.6 to 7.10, the member so removed shall be entitled to have the decision to remove (and consequent cessation of office as a Governor) reviewed by notice in writing to the Court within 30 days of the date of removal, and the process outlined in Article 12.6.iii shall apply to such review; or
- f** he or she is directly or indirectly interested in any contract, transaction or arrangement with the University and fails to declare the nature of his or her interest as required by section 177 or section 182 Companies Act 2006; or

- g** he or she is required to resign by notice in writing signed by a majority of the Governors in circumstances contemplated by section 66(5) of the Charities Act.

12.6 Removal

- a** If, at any time, the Court is satisfied (having conducted such investigation into the matter as the Court considers reasonable) that any member thereof (including the Chair of Court):

- i. has been absent from meetings of the Court for a period longer than six consecutive months without the permission of the Court; or
- ii. is unable or unfit to discharge the functions of a Governor; or
- iii. has acted in a manner incompatible with his or her role as a Governor; or
- iv. he or she is, or may be, suffering from physical or mental incapacity and an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, *curator bonis*, guardian or other person to exercise powers with respect to his or her property or affairs or which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have (subject always to the Court having due regard to the Equality Act 2010 (or any statutory modification or re-enactment thereof for the time being in force));

the Court may, by notice in writing, to that member propose a resolution to remove him or her from office (a "Removal Resolution").

- b** Upon a Removal Resolution being proposed:-

- i. the member of the Court subject to the Removal Resolution shall be advised of the grounds on which it is proposed to remove him or her, and shall be entitled to make representations to the Court;
- ii. the Removal Resolution shall require a simple majority of the members of the Court to vote in favour in order to be passed; and
- iii. in the event of the Removal Resolution being passed, the member so removed shall be entitled to have the removal process reviewed by notice in writing to the Court within 30 days of the date on which the Removal Resolution is passed. Any such review shall be conducted by an independent third party, being a person not employed or engaged by the University (nor having been employed or engaged by the University during the preceding 5 years) and being a person holding or having held judicial office or being an advocate of not less than 10 years standing. If such review concludes that the removal of the member of the Court by the Removal Resolution was fair and reasonable in all the circumstances, the removal shall stand. If such review concludes that the removal of the member of the Court by the Removal Resolution was not fair and reasonable in all the circumstances, the independent reviewer shall have the power to require the Court to reconsider the decision to remove, or to quash the decision.

12.7 A person is not eligible for appointment as a member of the Court at any time when he or she is under the age of sixteen.

12.8 A member of the Court may at any time by notice in writing to the Secretary resign his or her office, which will thereupon become vacant from the date of receipt of the notice or date of resignation specified therein whichever shall be the later.

- 12.9** Where a member of the Court:-
- a.** elected under Article **12.1b.ii** ceases to be a Member of Staff; or,
 - b.** nominated under Article **12.1b.iii** ceases to be a Member of Staff ; or
 - c.** nominated under Article **12.1b.iv** ceases to be a Student

his or her office shall thereupon become vacant.

12.10 It shall be for the Court to determine any question as to whether any person is qualified in accordance with the preceding provisions of this paragraph for appointment as a member of the Court of any description or category.

12.11 Subject to the provisions of the Acts, the Charities Acts and Article **4** and provided that he or she has disclosed to the Court the nature and extent of any material interest of his or hers and (subject to Articles 13.9 and 13.10) has not been counted in the quorum for nor voted on the resolution to approve such transaction or arrangement, a Governor notwithstanding his or her office:

- a** may be a party to, or otherwise interested in, any transaction or arrangement with the University or in which the University is otherwise interested;
- b** may be a director or other officer of, or employed by, or a party to, any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the University or in which the University is otherwise interested; and
- c** shall not, by reason of his or her office, be accountable to the University for any benefits which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate;

and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

12.12 For the purposes of the preceding article:

- a** a general notice given to the Court that a Governor is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Governor has an interest in any such transaction of the nature and extent so specified; and
- b** an interest of which a Governor has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

12.13 The Court shall have *inter alia* the following responsibilities:

- a** the appointment of the members referred to in Article **12.1d** above; and
- b** the determination of the educational character and mission of the University and the overseeing of its activities.

12.14 Subject to the provisions of the Acts, the Articles and to any directions given by special resolution of the members, the business of the University shall be managed by the Governors of the Court who may exercise all the powers of the University, including the following:

- a** to delegate any of its powers to any committee consisting of two or more members and such other persons as the Court may determine or, without limitation, to the Chair of Court or the Principal or to the Academic Council or to the UHI FE Regional Board. Subject as aforesaid, it may also delegate to any Member of Staff such of its powers as it considers desirable to be exercised by him or her. Any such delegation may be made by such means (including power of attorney), upon such terms and subject to such conditions as the Court may impose and may be revoked or altered;

- b** to establish a committee for any purpose and to make Regulations for its conduct. The number of members of a committee, the terms on which they are to hold or vacate office and the Regulations of conduct of each committee shall, subject to the provisions of Article **27**, be determined by the Court always provided that a member of any committee shall cease to be a member of that committee if, in case of a Governor, any of the circumstances referred to in Articles **12.5** or **12.6** apply to him or her or, in case of any other person, if any of the circumstances referred to in sub-paragraphs **a, b, c** or **f** of Article **12.5** apply to him or her. A committee may include persons who are not members of the Court. The Chair of Court and the Principal shall be *ex-officiis* members of every committee or joint committee of the Court other than the audit committee;
- c** to appoint, by power of attorney or otherwise, any person to be the agent of the University for such purposes and on such conditions as it may determine, including authority for the agent to delegate all or any of his or her powers;
- d** to pay to its members such travelling, subsistence or other allowances as it may determine;
- e** subject to that being permitted by the Acts, to change the name of the University by resolution of the Court; and
- f** to set up or abolish departments, schools, faculties and other units of organisation and senior management structures for teaching and non-teaching Members of Staff with such functions, duties and powers as the Court may determine.

12.15 It shall be the duty of the Court:

- a** to appoint external auditors and to fix their remuneration;
- b** to establish an audit committee, nomination committee and remuneration committee and make Regulations for their conduct;

- c** to appoint the Chancellor;
- d** to appoint the Principal and Vice-Chancellor;
- e** to appoint a Chief Operating Officer and a Secretary (who may but need not be the same person);
- f** to appoint (pursuant Article **22**) certain members of the Academic Council, which shall have the responsibilities set out in Article **23**, and to make Regulations for its conduct;
- g** to determine the tuition and other fees payable to the University (subject to any terms and conditions attached to grants, loans or other payments paid or made by the Scottish Further and Higher Education Funding Council);
- h** to make such Regulations in regard to the government and conduct of the University as may be required by these Articles or as it may deem to be desirable and consistent therewith;
- i** to establish a committee of the Court to be known as the UHI FE Regional Board, or such alternative structure as the Court may consider appropriate, to plan, monitor, allocate funding for and oversee the provision of further education and related services on a regional basis by such colleges as may be assigned to the University as a regional strategic body pursuant to the FHE Acts, upon such terms and of such membership as the Court may determine from time to time; and to make Regulations for the conduct of the UHI FE Regional

Board; always provided that:

- i** the chair of the UHI FE Regional Board shall be independent and shall not hold office or appointment concurrently as Chancellor, as a member of the governing body of any of the Academic Partners or any of the colleges as may be assigned to the University as a regional strategic body pursuant to the FHE Acts, nor as a member of any other body responsible for the governance of any of the Academic Partners or any of such assigned colleges and shall not be a Member of Staff nor an employee of any of such assigned colleges; and
- ii** the UHI FE Regional Board may only be abolished by the Court with the approval of the Scottish Further and Higher Education Funding Council.

12.16 In exercising its duties under these Articles, the Court shall consult and take into consideration such advice as may be offered by the Foundation, relating to:

- a** the educational character and mission of the University; and
- b** the needs of the community and economy of the Highlands and Islands.

13 MEETINGS OF THE COURT

13.1 There shall be held in every year at least four ordinary meetings of the Court, at such place and time as may be determined by the Court.

13.2 The agenda of ordinary meetings of the Court shall include Reserved Business. Reserved Business shall comprise business where information might reasonably be exempt from disclosure under FOISA, on the grounds of:

- a** protection of the University's or another party's commercial interests;
 - b** maintenance of obligations of confidentiality to another person or body;
- or

- c** protection of personal data under the terms of the Data Protection Act 1998, including any statutory modification or re-enactment thereof for the time being in force.

13.3 Upon the written requisition of the Chair of Court or of not fewer than five members of the Court the Secretary shall convene a special meeting. Such requisition shall specify the business to be transacted at the special meeting and the Secretary shall within seven days after receipt by him or her of such requisition convene a special meeting to be held within twenty eight days of the date of the notice convening the meeting, and the notice shall specify the business to be transacted at the special meeting. No business shall be transacted at any special meeting other than that specified in the relevant notice and any business incidental thereto.

13.4 The quorum for all meetings of the Court and a special meeting shall be seven Governors of whom four shall be Independent members of the Court appointed under Article **12.1d**. The continuing Governors may act notwithstanding vacancies in their number, but, if the number of Governors is less than the number fixed as the quorum, the continuing Governors or Governor may only act for the purpose of filling vacancies.

13.5 Subject to the provisions of these Articles, a Governor may participate in any meeting of the Court or any committee of the Court by means of conference telephone, audio-visual or similar communications equipment (electronic or otherwise) whereby all of the Governors participating in the meeting can hear each other, and the Governors participating in a meeting in this manner shall be deemed to be present in person at such meeting, which shall be deemed to take place wherever the Governors determine.

13.6 Notice of a meeting of the Court must be given to each Governor. Notice of any meeting of the Court must indicate:

- a** its proposed date and time;
- b** where it is to take place; and

- c** if it is anticipated that Governors 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.

13.7 A resolution of the Court or a committee of the Court may take the form of a resolution in writing, copies of which have been signed by each eligible Governor or member of such committee (as the case may be) to which each eligible Governor or eligible committee member (as the case may be) has otherwise indicated agreement in writing; provided that references in this Article to each “eligible Governor” are to Governors and references to each “eligible committee member” are to committee members who in either case would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Court or committee (as the case may be) sufficient to constitute a quorum at such a meeting.

13.8 Subject to these Articles, the Court may regulate their proceedings as they think fit.

13.9 Save as otherwise provided by the Articles if a proposed resolution of the Court or any committee of the Court is concerned with an actual or proposed transaction or arrangement with the University in which a Governor is interested, that Governor shall not be counted in the quorum in relation to, nor vote on, that resolution unless the Governor’s interest cannot reasonably be regarded as likely to give rise to a conflict of interest or the conflict of interest arises from:

- a** the giving to him or her of a guarantee in respect of an obligation incurred by or on behalf of the University or any of its subsidiaries;
- b** the giving to a third party of a guarantee in respect of an obligation incurred by or on behalf of the University or any of its subsidiaries for which the Governor has assumed responsibility in whole or in part and whether alone or jointly with others;
- c** he or she being a member of the University or subscribing or agreeing to subscribe for shares, debentures or other securities of any subsidiary or associated company of the University, or by virtue

of his or her being or intending to become a participant in the underwriting or sub-underwriting or guaranteeing of any subscription for such shares, debentures or other securities of any subsidiary or associated company of the University; or

- d** arrangements pursuant to which benefits are made available to employees and Governors or former employees and Governors of the University or any of its subsidiaries which do not provide special benefits for Governors or former Governors; and

for the purpose of this Article an interest of a person who is for any purpose of the Companies Act 2006 connected with a Governor shall be treated as an interest of that Governor.

13.10 If a question arises at a meeting of the Court or a committee of the Court as to the right of a Governor to be counted in the quorum or to vote, the question may before the conclusion of the meeting be referred to the chair of the meeting whose ruling in relation to any Governor other than himself or herself shall be final and conclusive; and any such question arising in respect of the chair, shall be decided by a decisions of the Governors at that meeting.

13.11 Subject to the Charities Act, the Governors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a Governor (an "Interested Governor") breaching his or her duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ("Conflict"):

- a** any authorisation under this Article will be effective only if:
 - i** to the extent permitted by the Companies Act 2006 the matter in question shall have been proposed by any Governor for consideration in the same way that any other matter may be proposed to the Governors under the provisions of these Articles or in such other manner as the Court may determine;
 - ii** any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Governor or any other interested Governor; and

iii the matter was agreed to without the Interested Governor voting or would have been agreed to if the Interested Governor's and any other interested Governor's vote had not been counted.

b Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

i extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

ii provide that the Interested Governor be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Court or otherwise) related to the Conflict;

iii provide that the Interested Governor shall or shall not be an eligible Governor in respect of any future decision of the Court or any committee of the Court in relation to any resolution related to the Conflict;

iv impose upon the Interested Governor such other terms for the purposes of dealing with the Conflict as the Court thinks fit;

v provide that, where the Interested Governor obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a Governor of the University) information that is confidential to a third party, he or she will not be obliged to disclose that information to the University, or to use it in relation to the University's affairs where to do so would amount to a breach of that confidence; and

vi permit the Interested Governor to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the Court or any committee of the Court and be excused from reviewing papers prepared by, or for, the Governors to the extent they relate to such matters.

- c** Where the Governors authorise a Conflict, the Interested Governor will be obliged to conduct himself or herself in accordance with any terms imposed by the Court in relation to the Conflict.
- d** The Governors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Governor, prior to such revocation or variation in accordance with the terms of such authorisation.
- e** A Governor is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the University for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Governors or by the University in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

14 CHIEF OPERATING OFFICER AND SECRETARY

Subject to the provisions of the Acts, the Chief Operating Officer and the Secretary (who may but need not be the same person) shall be appointed by the Court for such term, at such remuneration and upon such conditions as they may think fit; and any Chief Operating Officer and Secretary so appointed may be removed by the Court (always provided that any assistant or deputy secretary or clerk to the Court need not be appointed or removed by the Court, nor shall their remuneration or other conditions of appointment require to be fixed by the Court).

15 MINUTES

The Court shall ensure that minutes are made of all proceedings at general meetings, meetings of the Court and meetings of committees of the Court including the names of the Governors present at each such meeting.

16 THE CHANCELLOR

The Chancellor shall be the titular head of the University, appointed by the Court for such term or terms of office as the Court may determine, who shall preside over ceremonies for the receipt by any Student of such Award as may be granted by the University pursuant to the FHE Acts.

17 THE PRINCIPAL AND VICE-CHANCELLOR

17.1 The Principal shall be responsible for the effective working and good order of the University and for the management of the University within the policies determined by the Court and shall have all such powers as are necessary to enable these duties to be exercised.

17.2 The Principal may, in accordance with these Articles and any other Regulations made, from time to time, by the Court and the Academic Council suspend, exclude or expel any Student studying for an Award from any or all of his or her studies in the University for reasons of academic insufficiency, breach of discipline or other good reason.

17.3 The Principal shall also be Vice-Chancellor. As Vice-Chancellor, the Principal shall in the absence of or during any vacancy in the office of Chancellor, have power to preside over ceremonies for the receipt by Students of such Awards as may be granted by the University pursuant to the FHE Acts, and to appoint deputies who shall exercise all such presiding powers in the absence of the Chancellor and the Vice-Chancellor.

18 APPOINTMENT OF MEMBERS OF UNIVERSITY STAFF

18.1 The Court may from time to time appoint, such Members of University Staff as may be required for the service of the University. The Court may also recognise, by procedures to be set out in a Regulation and with the agreement of their employer, employees of the Academic Partners, and other persons, as Members of University Staff always provided that, notwithstanding such recognition, such persons shall not by virtue of such recognition be deemed to be employees of the University.

18.2 The Court may delegate to the Principal from time to time power to appoint such Members of University Staff as may be deemed necessary for the efficient functioning of the University.

18.3 The Court may from time to time institute such appointments (whether paid or honorary) with such powers, duties, remuneration and terms and conditions of appointment as it shall deem fit.

19 STUDENTS

19.1 A Students' Association shall conduct and manage its own affairs and funds in accordance with a constitution approved by the Court (and which shall include provision for a representative Students' council) and shall present audited accounts annually to the Court. No amendment to or rescission of that constitution in part or in whole, shall be valid unless and until approved by the Court.

19.2 The Court shall satisfy itself that Students have the opportunity to raise matters of proper concern to them at such levels in the University as may be appropriate and that procedures exist for this purpose.

19.3 The Court, after consultation with the Academic Council and the Students' Association, shall make Regulations with respect to the conduct of Students studying for an Award, including the procedures for suspension and expulsion. Such Regulations shall ensure:

a that Students studying for an Award accused of misconduct are treated fairly; and

b that authority is vested in the Academic Partners to take appropriate action in cases of misconduct arising on their premises or during activities organised by them; but

- c** that no Student may be permanently excluded or suspended for one year or more for disciplinary reasons except on the authority of a committee of the Academic Council, with right of appeal to a committee of Court.

19.4 The Court after consultation with the Students' Association, shall make Regulations governing procedures to be followed for the exclusion of a Student studying for an Award for an unsatisfactory standard of work or other academic reasons.

20 FOUNDATION

20.1 The Foundation shall provide a connection between the University and its communities. The Foundation shall advise the organisation in the pursuit of its mission, provide a two-way flow of information between the University and its community stakeholders and promote the University's mission within and outwith their communities. The Foundation shall be consulted on any proposal to amend the mission of the University or on the formation and revocation of Academic Partnership Agreements with Colleges and Research Institutes.

20.2 Foundation members shall be expected to support the mission of the University and the role and purpose of the Foundation, before taking office.

20.3 The Foundation shall consist of:

- a** the Rector and the Principal, the Chair of Court and President of the Students' Association *ex officiiis*; and
- b** not more than one hundred and twenty persons (including those appointed *ex officiiis* in terms of Article 20.3a) representative of the communities of the areas adjacent to Academic Partners of the University and of the Members of Staff, Students and *alumni* bodies of the University, including public, private, and voluntary sector organisations but also including individuals with experience and knowledge of value to the organisation, and such Student and Members of Staff members and such additional members as the Court

shall appoint in terms of Article 20.4 (but excluding any persons who may be in attendance at any meeting of the Foundation who are not so appointed).

- 20.4** The composition and method of appointment of the members of the Foundation shall be determined by the Court on the advice of the Foundation and may be amended by the Court, always provided that the Chancellor shall be ineligible for appointment to the Foundation.
- 20.5** Members of the Foundation (other than *ex-officio* members) shall be appointed for a period of three years and shall be eligible for re-appointment without limitation.
- 20.6** The Rector shall be chair of the Foundation and the Foundation shall elect a Vice- chair of the Foundation from amongst its number.
- 20.7** A member of the Foundation shall cease to be a member of the Foundation if:
- a** his or her term of appointment expires without re-appointment;
 - b** he or she ceases to be eligible for such appointment;
 - c** he or she is removed by written notice from the nominating body;
 - d** he or she has acted in a manner which is deemed by the Foundation to bring the University into disrepute, on written notice of removal by the Foundation; or
 - e** he or she resigns by written notice to the Foundation.
- 20.8** The Foundation shall meet at least twice in each year to receive a report from the Principal on the work of the University and to receive annually the audited accounts of the University.
- 20.9** The Court shall formally consult and obtain the agreement of the Foundation before adopting or proposing to the members any resolution concerning proposals to alter the Articles.

- 20.10** The Foundation may of its own accord discuss and declare an opinion on any other matter relating to the University and its resolution or opinion on any of the matters aforesaid shall be conveyed by the Principal to the next meeting of the Court, and the Foundation shall receive a report of the outcome, following discussion by the Court, at the next Foundation meeting thereafter.
- 20.11** The quorum for all meetings of the Foundation shall be one fifth of its total membership eligible to vote.
- 20.12** A member of the Foundation may participate in a meeting of the Foundation by means of a conference telephone, audio visual or similar communications equipment (electronic or otherwise) whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair then is.
- 20.13** A resolution of the Foundation may take the form of a resolution in writing, copies of which have been signed by each eligible member of the Foundation or to which each eligible member of the Foundation has otherwise indicated agreement in writing; provided that references in this Article to “each eligible member of the Foundation” are to members of the Foundation who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Foundation sufficient to constitute a quorum at such a meeting.

21 THE RECTOR

- 21.1** The Rector shall be elected for a term of three years, with the possibility of one further term of three years, by the Foundation.
- 21.2** The Rector shall chair the Foundation.

22. CONSTITUTION OF THE ACADEMIC COUNCIL

- 22.1** The Academic Council shall consist of the following persons, namely:

Ex Officiis

- a** the Principal who shall be chair;
- b** the Secretary and such other members of the senior management of the University as the Court shall designate;
- c** the President of the Students' Association;

Other

- d** such number of Students as shall be at least equal to 10% of the aggregate membership of the Academic Council from time to time, elected by Students according to rules made by the Court from time to time;
- e** such number of professorial Members of Staff as are appointed by the Court, nominated from and by all the professorial Members of Staff of the University;
- f** up to four such other persons as nominated by the Court to be required by the Academic Council to fulfil its remit;
- g** such other number of teaching, research and/or academic support Members of Staff, excluding the Principal and Vice-Chancellor and principals of Academic Partners, as is necessary so that they (when aggregated with the persons elected pursuant to category (d) of this Article 22.1) shall be greater than the number of members appointed under categories (a),(b), (c), (e), (f) and (h) of this Article **22.1**, elected by Members of Staff who are academic staff (as identified as such according to rules made by the Court from time to time); and
- h** such numbers of Academic Partner principals appointed by the Court as the Court deems necessary to enable the Academic Council to fulfil its remit.

22.2 Of the members of the Academic Council, those persons appointed *ex officio* under sub-paragraphs **a**, **b**, and **c** of Article **22.1** shall hold appointment during their tenure of office; the persons nominated under sub-paragraph **d** of Article **22.1** shall hold appointment for one year; the persons nominated under sub-paragraphs **e** and **f** shall hold appointment for four years with the possibility of further nomination for one further period of four years; the persons appointed under sub-paragraphs **g** and **h** of Article **22.1** shall hold appointment for four years with the possibility of re-appointment for one further period of four years. Casual vacancies occurring within a term of appointment may be filled by appointment or nomination, as appropriate for the balance of the period and thereafter the person nominated or appointed may hold appointment for up to two further terms as herein provided for.

22.3 A member of the Academic Council shall cease to be a member of the Academic Council if:

- a** his or her term of office expires without re-appointment;
- b** he or she ceases to be eligible for such appointment;
- c** he or she has acted in a manner which is deemed by the Court to bring the University into disrepute, on written notice of removal by the Court; or
- d** he or she resigns by written notice to the Academic Council.

23. RESPONSIBILITIES OF THE ACADEMIC COUNCIL

23.1 Subject to the provisions of these Articles, to the overall responsibility of the Court, and to the responsibilities of the Principal, the Academic Council shall be responsible for:

- a** general issues relating to the research, scholarship, teaching and courses of the University, including criteria for the admission of Students studying for an Award; the appointment and removal of internal and external examiners; policies and procedures for

assessment and examination of the academic performance of Students studying for an Award; the curriculum; academic standards and the validation and review of courses; and the procedures for the award of qualifications;

- b** consideration of the development of the academic activities of the University and the provision of advice thereon to the Principal and to the Court;
- c** responsibility for academic complaints, discipline and appeals;
- d** oversight of academic support and experience of Students;
- e** oversight of the University's engagement with quality frameworks and quality enhancement;
- f** provision of advice on such other matters as the Court or the Principal may refer to the Academic Council; and
- g** the grant and conferring (or deprivation) of Awards as may be granted by the University pursuant to the FHE Acts to Students.

23.2 Subject to the approval of the Court, the Academic Council shall appoint such committees, faculties and other academic structures as it considers necessary for the conduct of the University's academic activity. The Principal shall be an *ex-officio* member of every committee or joint committee of the Academic Council and he or she or his or her nominee (being a member of the relevant committee) shall chair the meetings of each such committee.

24 MEETINGS OF THE ACADEMIC COUNCIL

24.1 There shall be held in every year at least four meetings of the Academic Council.

24.2 A member of Academic Council may participate in a meeting of the Academic Council by means of a conference telephone, audio visual or similar communications equipment (electronic or otherwise) whereby all persons participating in the meeting can hear each other. Participation in a meeting in

this manner shall be deemed to constitute presence in person at the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair then is.

- 24.3** Subject to Article **27** below, the Academic Council shall approve such Regulations and regulate its proceedings and the conduct of its meetings as it shall think fit.

25 UHI FE REGIONAL BOARD

Subject to the provisions of these Articles, the overall responsibility of the Court and the responsibilities of the Principal, the UHI FE Regional Board shall be responsible for the allocation to such of the Academic Partners and such other colleges as may be assigned to the University as a regional strategic body pursuant to the FHE Acts of the University's resources for the conduct of teaching in fundable further education; shall, on behalf of the Court, hold accountable the governing body or other body responsible for the governance of any such Academic Partner or other college conducting teaching in fundable further education for the organisation and control of fundable further education; and shall be the body by which the chief executive officer of any such Academic Partner or other college shall be held responsible to the Principal for the use of such resources allocated to that Academic Partner or other college.

26 ACADEMIC PARTNERS

- 26.1** Each of the Academic Partners listed in the Annex have entered into an academic partnership agreement with the University and are collectively described as Academic Partners. Subject to the provisions of these Articles the Court shall have power to vary the Annex in the event of any change in the name or constitution of these Colleges and Research Institutes (either under the powers vested in the Scottish Ministers under the FHE Acts or otherwise) and to enter into agreements with other institutions for entry into academic partnership with the University on such terms and conditions and to approve such amendments to any such academic partnership agreement as the Court and the Academic Partner may agree.

26.2 Each Academic Partnership Agreement with the University shall in all cases provide:

- a** that the Academic Partners conduct such teaching for and on behalf of the University in higher education (as defined in the FHE Acts) and such research in the name of the University, as shall be agreed and funded by the Court;
- b** that those Academic Partners which are colleges assigned to the University (as a regional strategic body) pursuant to the FHE Acts conduct such teaching in fundable further education (as defined in the FHE Acts) as shall be agreed and funded by the Court, in accordance with the guidelines which may be set by the UHI FE Regional Board from time to time; and
- c** that the Academic Partners may conduct such other higher education teaching and research funded by non-governmental or other bodies external to the University in accordance with the guidelines which may be set by the Court from time to time.

Subject to these Articles the Academic Partnership Agreement shall also clearly define the respective financial rights and obligations of the parties thereto including those consequent on the withdrawal of an Academic Partner or on termination of the Academic Partnership Agreement under Article **26.6**.

26.3 The Court shall be responsible for the allocation of the University's resources to the Academic Partners for the conduct of such teaching in higher education and such research as shall have been agreed in accordance with Article **26.2a** and such teaching in fundable further education as shall have been agreed in accordance with Article **26.2b**..

- 26.4** The governing body or other body responsible for the governance of an Academic Partner shall be accountable:
- a** for the organisation and control of higher education teaching and research conducted within the Academic Partners for and on behalf of the University to the Court through the Principal; and
 - b** for the organisation and control of fundable further education (as defined in the FHE Acts) conducted within those Academic Partners which are colleges assigned to the University (as a regional strategic body) pursuant to the FHE Acts, to the Court through the Principal and the UHI FE Regional Board in accordance with Article **25**.
- 26.5** The principal or other chief executive officer of an Academic Partner shall be accountable:
- a** to the Principal for the use of all resources allocated by the University to that Academic Partner in respect of higher education teaching and research; and
 - b** to the Principal through the UHI FE Regional Board in accordance with Article **25**, for the use of all resources allocated by the University to that Academic Partner which is a college assigned to the University (as a regional strategic body) pursuant to the FHE Acts, in respect of fundable further education (as defined in the FHE Acts) teaching.
- 26.6** Following consultation with the Foundation, the Academic Council and, if the relevant Academic Partner is involved in the provision of further education, the UHI FE Regional Board, the Court shall have power to give such notice as it shall think fit to any Academic Partner of the termination of the Academic Partnership Agreement with that Academic Partner for what it deems to be good cause. Before exercising this power it shall afford such Academic Partner the right to make both written representations and oral representations by the chair of its governing body or other body responsible for governance.

27 PROCEDURES AT MEETINGS (OTHER THAN GENERAL MEETINGS)

- 27.1** Articles **27.2** to **27.6** inclusive and **27.8** below apply to meetings of the Court, the Academic Council, and the Foundation and any committee of any of these bodies.

- 27.2** Members of the bodies referred to in Article **27.1** shall whenever practicable be given notice of not less than two weeks of a meeting and receive the agenda not less than one week before the date of the meeting.
- 27.3** Agenda and minutes of the meetings shall be available in electronic form and in the office of the secretary to the relevant body, and in the Academic Partners for inspection by any Member of Staff or Student, except in as far as any or all of the proceedings shall have been deemed to be confidential.
- 27.5** No act or resolution of the Foundation, Court, the Academic Council, or any committee or other body constituted in accordance with these Articles shall be invalid by reason only of any vacancy in the body doing or passing it or by reason of any want of qualification by or invalidity in the appointment of any *de facto* member of the body whether present or absent.
- 27.6** Questions arising at a meeting shall be decided by a majority of votes. In the event of an equality of votes at any meeting the chair shall have a second and casting vote.
- 27.7** Members of the Court, the Foundation, and of the Academic Council or of a committee of any of these bodies shall not be bound in their speaking and voting by mandates given to them by other bodies or persons, nor shall any member or other person be entitled to vote on behalf of another member who is absent for any reason from a meeting of the Court, the Foundation or of the Academic Council.
- 27.8** Subject to any other provisions of these Articles any person who shall have a material interest in any matter under discussion shall declare it and shall take no part in the consideration or determination of that matter, without the permission of the majority of the persons present and voting, such permission to be given or withheld without discussion except that this shall not prevent:
- the Court from considering and voting upon proposals for the University to insure the members of the University against liabilities incurred by them arising out of their office or the University obtaining such insurance and paying the premiums; or

28 SEAL

- 28.1** The seal shall only be used by the authority of the Court or of a committee of the Court authorised by the Court.
- 28.2** Every document to which the seal is affixed shall be signed by any one Governor or the Secretary.

29 ACCOUNTS

- 29.1** True accounts shall be kept of the sums of money received and expended by the University, and of the matters in respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of the University; 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 University for the time being, such accounts shall be open to the inspection of the members.
- 29.2** Once at least in every year the accounts of the University shall be examined and audited by one or more properly qualified auditor or auditors.

30 NOTICES

- 30.1** All notices to be given in pursuance of these Articles shall be in writing and may be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article and in Articles **30.2** and **30.3** "address" in relation to electronic communications includes any number or address used for the purpose of such communications.
- 30.2** The University may give any notice under these Articles to a member or Governor of the University either personally or by sending it by post in a pre-paid envelope addressed to the member or Governor (as the case may be) at his or her registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the University by the member.

- 30.3** A member or Governor of the University may give any notice under these Articles to the University by sending it by post in a pre-paid envelope addressed to the University at the address of its registered office or by leaving it at that address.
- 30.4** Any notice, if sent by post, shall be deemed to have been given at the expiry of forty eight hours after posting or in the case of a notice contained in an electronic communication, at the expiration of forty-eight hours after the time it was sent; for the purposes of this Article, no account shall be taken of any part of a day that is not a business day; and for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted, or in the case of a notice contained in an electronic communication, that such electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators.
- 30.5** A member or Governor present in person or by proxy at any meeting of the University shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

31 WINDING UP

If upon the winding up or dissolution of the University there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the University but shall be given or transferred to some other charitable society, institution or organisation having objects similar to those of the University and which shall be established for charitable purposes only 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 the University being dissolved.

32 INDEMNITY AND INSURANCE

- 32.1** Subject to the provisions of the Acts but without prejudice to any indemnity to which a Governor may otherwise be entitled, every Governor or other officer or auditor of the University shall be indemnified out of the assets of the University against any loss or liability which he or she may sustain or incur in connection with the execution of the duties of his or her office including,

without prejudice to that generality, any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the University.

- 32.2** Subject to compliance with the Charities Act, the Governors shall have the power to purchase and maintain insurance at the expense of the University for the benefit of any persons who are or were at any time directors and trustees, the auditor, the Secretary or any other officer of the University or who are or were at any time the trustees of any pension fund in which any employees of the University are interested, including (without prejudice to the generality of the foregoing) insurance against any loss or liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise relating to their duties, powers or offices in relation to the University or any such pension fund and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Companies Act 2006.

33 ARTICLES AND REGULATIONS

- 33.1** A copy of these Articles and all Regulations made pursuant hereto shall be given to every member of the Court and shall be made available in the Academic Partners for inspection upon request by their boards of management, every Member of Staff and every Student.
- 33.2** Subject to Article **33.3** these Articles may be amended or replaced by resolution of the University.
- 33.3** The provisions of the following Articles may be amended or replaced only with the prior approval of or as required by the Privy Council:
- a** Articles **1, 3, 4, 6, 29** and **31** - relating to the name, object and powers of the University, application of its income and property, distribution of its surplus property on winding-up, and audit of annual accounts;

- b** Articles **12.1** and **12.6** - relating to the composition of the Board of Governors (also known as the Court);
- c** Articles **12.2, 12.3, 12.4, 12.5, 12.7, 12.8** and **12.9** - relating to the duration of appointment or term of office of Governors;
- d** Articles **12.13, 12.14, 12.15, 12.16** and **18.2** - relating to the responsibilities and powers of the Court and the extent of delegation of its powers;
- e** Article **14** – relating to appointment of the Secretary;
- f** Article **16** – relating to the Chancellor;
- g** Article **17** – relating to the Principal and Vice-Chancellor;
- h** Article **19.1**- relating to establishment, constitution and accounts of the Students' Association;
- i** Articles **22, 23 and 24** and **27** (but only in so far as applicable to the meetings of the Academic Council) - relating to the constitution of the Academic Council, term of office of its members, its responsibilities and meetings; and
- k** Articles **20.9, 33.2** and this Article **33.3** – relating to the method of amending these Articles.

34 TRANSITIONAL PROVISIONS

- 34.1** Notwithstanding anything to the contrary contained in these Articles, the following provisions shall apply to the appointment of certain Members of Staff the Foundation, the Court and the Academic Council and to the first meetings of those bodies following adoption of these Articles.
- 34.2** The members of the Foundation on the date of adoption of these Articles shall be those holding appointment to the Foundation who remain eligible for such

appointment following adoption of these Articles for the unexpired term of their office.

- 34.3** Subject to Articles 34.4 and 34.5, those Governors who hold office as Governors on adoption of these Articles shall remain in office for the unexpired term of their office.
- 34.4** The Governor who is in office as the chair of the Court on the date of adoption of these Articles will be deemed, for the remainder of their term as chair, to have been appointed in accordance with article 12.1a.i of these Articles.
- 34.5** The Governors who are in office on the date of adoption of these Articles by virtue of being the President of the Students Association and by virtue of being elected by and from the students, will be deemed, for the remainder of their terms of office, to have been appointed in accordance with article 12.1a.iv of these Articles.
- 34.6** The members of the Academic Council on the date of adoption of these Articles shall be those holding appointment to the Academic Council who remain eligible for such appointment following adoption of these Articles for the unexpired term of their office.
- 34.7** The Principal and Vice-Chancellor, and all University Members of Staff who hold office or appointment on the date of adoption of these Articles and who remain eligible for such office or appointment shall continue to hold such office or appointment for the unexpired term thereof following adoption of these Articles.

***THIS IS THE ANNEX REFERRED TO IN THE FOREGOING ARTICLES OF ASSOCIATION
OF UNIVERSITY OF THE HIGHLANDS AND ISLANDS***

The Academic Partners

Colleges

Argyll College UHI Limited
Highland Theological College Limited
Inverness College
Lews Castle College
Moray College
NAFC Marine Centre
North Highland College
Orkney College
Perth College
Sabhal Mòr Ostaig
Shetland College
West Highland College UHI

Research Institutes

Scottish Association for Marine Science, Dunstaffnage