

APPENDIX A

THE COMPANY ORDINANCE (CAP. 212)

COMPANY LIMITED BY GUARANTEE

Memorandum of Association

OF

INTERNATIONAL SCHOOL OF TANGANYIKA

1. The name of the Company is "**INTERNATIONAL SCHOOL OF TANGANYIKA**."
2. The registered office of the Company will be situated in Tanganyika.
3. The objects for which the Company is established are:
 - (i) To establish and carry on at Dar es Salaam a school or schools where pupils of either sex and of any race, religion or creed may obtain a sound general education.
 - (ii) To conform to the general principles of the International Schools Association and in particular to cultivate among its pupils an international outlook and respect for all races and nationalities.
 - (iii) To promote the balanced development of the personality of each pupil committed to its care and to give him or her a sense of responsibility as a member of the world community.
 - (iv) To ensure that the teaching in its schools shall be such as to enable the pupils to continue their studies in the schools and universities of their own or of other countries.
 - (v) To provide for the delivery and holding of lectures, exhibitions, classes and conferences directly or indirectly to advance the cause of education and the well-being of any school managed by the Company.
 - (vi) To promote games and other athletics, sports and pastimes and to hold or arrange competitions and athletic meetings and to offer and grant or to contribute towards the provision of prizes, awards and distinctions in any academic, technical or athletic activity.
 - (vii) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, machinery and any real or personal property of any kind necessary or convenient for the purpose of or in connection with the Company's activities or any branch or department thereof.
 - (viii) To open and to operate accounts with any Bank or Banks, and to borrow or raise money as he Company shall think fit, and in particular by the issue of debentures or debenture stock and to secure the repayment of any money

borrowed, raised and owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future), and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or any other person or Company as the case may be.

- (ix) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees.
- (x) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (xi) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (xii) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by installments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture-stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (xiii) To enter into any partnership or joint arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidize or otherwise assist any such company.
- (xiv) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all, or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

- (xv) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorized to carry on.
 - (xvi) To sell, improve, manage, develop, turn to account, exchange, let or rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
 - (xvii) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
 - (xviii) To appoint, engage, employ, maintain, provide for and dismiss masters, teachers, clerks and employees of any other kind in Tanganyika or elsewhere, and to remunerate any such at such rate and in such manner as shall be thought fit.
 - (xix) To do all such other things as are incidental or conducive to the above objects or any of them.
4. The liability of the members is limited.
 5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, but not exceeding Shs. 20/=.
 6. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on this Company by virtue of Clause 7 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
 7. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the

Company in return for any service actually rendered to the Company, nor prevent the payment of interest at a reasonable rate or reasonable and proper rent for premises demised or let by any member of the Company, but so that no remuneration or other benefit in money shall be given by the Company to any member of the governing body except repayment of out-of-pocket expenses and interest as aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

8. True accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure take place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions, as to the time and manner of inspecting the same imposed in accordance with the rules and regulations of the Company for the time being in force shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

WE, the several persons whose names, address and descriptions are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association.

No.	Names	Addresses and Description of Subscribers	
1.	W.C. Latham	Box 9083, Dar es Salaam	Doctor
2.	C.H. Bransgrove	Box 1049, Dar es Salaam	Architect
3.	G. Chantler	Box 2142, Dar es Salaam	Bank Manager
4.	P.A. Carter	Box 9200, Dar es Salaam	Business Mgr.
5.	S.H. Butterfield	Box 9130, Dar es Salaam	Diplomat
6.	E.M. Glamin	Box 2266, Dar es Salaam	Diplomat
7.	Penelope Twining	Box 9184, Dar es Salaam	Housewife
8.	R. Mead	Box 9043, Dar es Salaam	Business Manager
9.	D.K. Joss	Box 9104, Dar es Salaam	Business Manager
10.	J. Chande	Box 2714, Dar es Salaam	Merchant
11.	E.D. Gallaher	Box 9230, Dar es Salaam	Teacher
12.	C.E. Panaotopoulos	Box 1670, Dar es Salaam	Engineer
13.	Patricia Latham	Box 9083, Dar es Salaam	Housewife
14.	Josephine M. Sharp	Box 486, Dar es Salaam	Housewife
15.	R.E. Sharp	Box 486, Dar es Salaam	Town Planner
16.	L.G. Gallaher	Box 9230, Dar es Salaam	Civil Servant
17.	W.M. Ramsey	Box 9153, Dar es Salaam	Civil Servant
18.	Elizabeth Walker	Box 9043, Dar es Salaam	Housewife
19.	Beryl Bransgrove	Box 1049, Dar es Salaam	Housewife
20.	Kenneth Walker	Box 9043, Dar es Salaam	Business Manager

DATED the 30th day of July 1963
 Witness to the above signatures

R.S. Grimble
 P.O. Box 1820
 DAR ES SALAAM
 Advocate