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**Articles of Association**

The companies Act 1985

C O M P A N Y L I M I T E D B Y G U A R A N T E E

Company Number 2383396

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**PRELIMINARY**

1. The regulations in Table C in The Companies (Tables A to F) Regulations 1985 shall not apply to the Association.
2. In these Articles (unless this is inconsistent with the subject or context) the following words and expressions shall bear the following meanings:-

|  |  |
| --- | --- |
| The Association | The above-named company. |
| The Acts | The 2006 Act or the 1985 Act, as the context requires and references throughout these Articles to “the Act” shall be deemed as references to “the Acts”. |
| These Articles | These Articles of Association as from time to time altered. |
| The Charter | The Charter defining the Association’s mission and organisation as from time to time altered. |
| Office | The registered office of the Association for the time being. |
| Seal | The common Seal of the Association. |
| Biennial General Meeting | The Extraordinary General Meeting held in alternate years in accordance with Article 17. |
| Governor | A member for the time being of the Governing Board. |
| Governing Board | The Governing Board of the Association constituted in accordance with Article 3 and Article 45. |
| Inaugural Meeting | The inaugural meeting of the Association attended by the prospective Members held for the purpose, inter alia, of ratifying the Charter. |
| Deleted | Deleted |
| Members | Members and Associate Members for the time being of the Association. |
| Executive Leadership Team | The Managing Director and the Regional Centre Directors |
| WANO London office | The location in which the Managing Director and his staff operate to fulfil their powers, obligations and responsibilities. |
| Nuclear Fuel Reprocessing Facility | A facility operated to extract or separate from source material or special nuclear material that has been subjected to radiation, those constituents that have undergone transmutations as a result of the radiation, or those constituents that have not undergone transmutations and are reusable. For the purposes of membership in the Association, the definition of nuclear fuel reprocessing facility does not extend to activities related to decommissioning, research laboratories or facilities, or military purposes. |
| Operator Organisation | An organisation of nuclear power plant operators and/or nuclear fuel reprocessing facility operators which represents other Members |
| President | The President for the time being of the Association. |
| Regional Centres | The organisations established under local law in Paris (France), Moscow (Russia), Atlanta, Georgia (U.S.A.), and Tokyo (Japan) as Regional Centres. They are Associate Members of the Association. |
| Resolution | A decision of the Association in a general meeting. |
| Ordinary Resolution | A Resolution passed by a simple majority of Members validly voting at a general meeting of the Association. |
| Special Resolution | A Resolution passed by at least 75% of Members validly voting at a general meeting of the Association of which the notice (i) was given at least 21 days before the meeting and (ii) specified that it was intended to propose the Resolution as a Special Resolution. |
| Extraordinary Resolution | A Resolution passed by at least 75% of Members validly voting at a general meeting of the Association of which the notice specified that it was intended to propose the Resolution as an Extraordinary Resolution. |
| Month | Calendar month. |
| Year | Calendar year. |
| In writing | Written or produced by any substitute for writing or partly one and partly another. |
| 1985 Act | The Companies Act 1985 as amended by the Companies Act 1989. |
| 2006 Act | The Companies Act 2006. |

Subject to the above any words or expressions defined in the Act shall (unless this is inconsistent with the subject or context) have the same meanings in these Articles.

A Special, Extraordinary or Written Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under the Act or any provision of these Articles. Subject to the Act, the Governing Board may at its discretion table any proposed Resolution as a Special, Extraordinary or Written Resolution.

**INITIAL PERIOD**

1. deleted
2. deleted
3. deleted
4. deleted.
5. deleted
6. deleted
	1. deleted
	2. deleted

**MEMBERSHIP**

1. The Association is comprised of Members and Associate Members. For the purpose of registration, the number of Associate Members is declared to be 4 and the number of Members is declared to be a minimum of 10.
2. A nuclear power plant owner/operator or operator organisation or an operator of a nuclear fuel reprocessing facility may apply to join the Association as a Member and any Regional Centre may apply to join the Association as an Associate Member. The application shall be in writing in such form as shall be required from time to time by the Governing Board and shall contain:-.
	1. the applicant’s full name and address and telephone or telefax number;
	2. such further information as the Governing Board may require;
	3. an undertaking to support the mission of the Association as set out in its Memorandum of Association and the Charter, to accept and honour the Commitment of Members set out in the Charter and to inform, help and emulate other nuclear power plant operators or nuclear fuel reprocessing facility operators by the provision and effective use of operating experiences;
	4. a copy of the Charter annexed to the form of application and signed on behalf of the applicant;
	5. an undertaking in the form required by the Governing Board from time to time as to the confidentiality of certain information received by a Member by virtue of its membership or its affiliation to a Regional Centre;
	6. such entrance fee and such amount of subscription for such period as the Governing Board may from time to time require; and
	7. in the case of an operator organisation, details of the nuclear power plant operators or nuclear fuel reprocessing facility operators on whose behalf it is applying for membership.
3. Admission as a Member is (a) subject to the absolute discretion of the Governing Board who may impose such conditions of membership as it deems appropriate or reject the application without being required to state the reasons for its decision and (b) conditional on the applicant’s becoming affiliated with one or more Regional Centres. The applicant may affiliate to whichever Regional Centre or Centres it considers appropriate to its needs.
4. deleted
5. The Association shall keep a register of its Members containing:-
	* + 1. the full name, address and telephone or telefax number of each Member;
			2. the date on which each Member was entered in the Register and the date on which any Member ceased to be a Member; and
			3. deleted
6. Each Member shall be solely responsible for the use of any information that it receives through the Association.
7. Membership shall be personal to the Member and shall not be capable of assignment or transfer except that in the case of the bona fide corporate restructuring of a Member the Governing Board may at its absolute discretion permit the membership of the original company to be transferred to a successor company subject to such conditions as the Governing Board deems appropriate.
8. A Member may withdraw from the Association by giving not less than three months’ notice in writing to the Governing Board, and upon the expiry of such notice the Member concerned shall cease to be a Member.
9. Any Member or Associate Member who ceases to satisfy the conditions for membership set out in Article 5 and 6 shall withdraw from the Association.
10. The Association by Special Resolution may terminate the membership of any Member or Associate Member who:-
	* + 1. has failed to pay any amount due to the Association as subscription or otherwise within six months of receiving written notice of the amount due; or
			2. fails to comply with the provisions of Memorandum or Articles of Association or the Charter or any Bye-laws or other Rules or Regulations of the Association; or
			3. in the opinion of the Governing Board and 75% of the other Members is in breach of its undertakings given in accordance with Article 5(c) or 5(e); or
			4. ceases to be affiliated to a Regional Centre as required by Article 6.
11. A former Member who has withdrawn or has been terminated from the Association shall remain liable for payment in full of all monies due from him to the Association by way of subscription or otherwise.

**GENERAL MEETINGS**

1. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Association. All other General Meetings shall be called Extraordinary General Meetings or Biennial General Meetings as the case may be.
2. The Governing Board may whenever it thinks fit, and shall on requisition in accordance with Article 18, proceed with proper expedition to convene an Extraordinary Meeting.

17. The Governing Board shall convene and the President shall organise an Extraordinary General Meeting to be referred to as the Biennial General Meeting in the second year after incorporation and approximately every alternate year thereafter at such time and place as may be determined by the Governing Board. At the Biennial General Meeting the followed business shall be transacted:

* + - 1. the Members shall vote on the election as President of the Association, normally until the next Biennial General Meeting, of the person nominated by the Governing Board in recognition of the contributions towards the mission of the Association;
			2. the Governing Board shall present a review of the activities and progress of the Association during the previous two years;
			3. (deleted)

If the President is unable to complete the normal two year term between Biennial General Meetings, a WANO Regional Governing Board may propose candidate(s), and a successor may be elected by the WANO Governing Board, to serve on an interim basis until the next Biennial General Meeting.

1. In accordance with Section 303 of the 2006 Act, Members representing at least 10% of the total voting rights of Members may at any time require the Governing Board to convene an Extraordinary General Meeting.
2. A requisition under Article (A) above shall state the objects of the meeting so requisitioned, and such meeting shall not transact any business or deal with any Resolution not included in such objects.

**Notice of General Meetings**

1. Any Extraordinary General Meeting at which it is proposed to pass a Special Resolution or (except as provided by the Act) a Resolution of which special notice has been given to the Association, shall be called by at least twenty-one days’ notice in writing. The period of notice shall in each case be exclusive of the day of service and the day on which the meeting is to be held and shall be given in the following manner to all Members: Provided that a General Meeting even if it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:-
	* + 1. deleted
			2. in the case of an Extraordinary General Meeting by 95% of the Members entitled to attend and vote thereat.
2. Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and shall clearly contain a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him.
3. deleted
4. In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any Resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.
5. Routine Business shall mean and include only business of the following classes:-
	* + 1. receiving and/or adopting the accounts, the reports of the Governing Board and Auditors and other documents required to be attached or annexed to the accounts;
			2. re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Association in General Meeting);
			3. fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.
6. deleted

**Proceedings at General Meetings**

1. The President, the Governors, the Managing Director and the Directors of the Regional Centres may attend General Meetings in an observer capacity: they shall be entitled to receive notice of, attend and speak, but not vote, thereat.
2. The Chairman of the Governing Board, or if he is not present a Deputy Chairman, shall preside as chairman at a General Meeting. If there is no such Chairman or Deputy Chairman, or if at any meeting neither is present within five minutes of the time appointed for holding the meeting and willing to act, the Governors present shall choose one of their number (or, if no Governor is present or willing to take the chair, the Members present shall choose one of their number) to be chairman of the meeting.
3. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Members present in person or by proxy and representing 80% of the total voting rights of Members shall be a quorum for all general meetings.
4. \*If the persons attending a general meeting within half an hour (or such longer interval as the chairman of the meeting may think fit) of the time at which the meeting was due to start do not constitute a quorum, the meeting shall be either dissolved or adjourned as determined by the following. If the meeting was convened on the requisition of Members, it shall be dissolved. If the meeting was convened in any other case it shall be adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the chairman of the meeting may determine and in the latter case not less than fourteen days’ notice of the adjourned meeting shall be given in the same way as the original meeting. The quorum requirements set out in Article 25 shall apply to an adjourned meeting.
5. The chairman of any meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Governing Board. When a meeting is adjourned for thirty days or more or sine die, not less than fourteen days’ notice of the adjourned meeting shall be given in the same way as for the original meeting.
6. Except as expressly provided above, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
7. If an amendment shall be proposed to an ordinary Resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive Resolution shall not be invalidated by any error in such ruling.
8. In the case of a Resolution duly proposed as a Special or Extraordinary Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
9. At any General Meeting a Resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-
	* + 1. the chairman of the meeting; or
			2. not less than three Members present in person or by proxy and entitled to vote; or
			3. a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
10. A demand for a poll may be withdrawn only with the approval of the meeting. Unless a poll is demanded a declaration by the chairman of the meeting that a Resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such Resolution. If a poll is demanded, it shall be taken in such a manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
11. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.
12. A poll demanded on the choice of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

**Votes of Members at General Meetings**

1. On a poll every Member who is present in person or by proxy shall have five votes plus an additional vote for each unit the Member operates, owns or represents. Associate Members shall have no vote in any event.
2. The votes of Members represented by an operator organisation at meetings of the Association shall be cast by the operator organisation in accordance with the instructions of the Members it represents.
3. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
4. On a poll votes may be given either personally or by proxy.
5. A proxy shall be a Member or an officer or employee of the Association.
6. An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Governing Board may approve and:-
	* + 1. in the case of an individual shall be signed by the appointer or his attorney; and
			2. in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointer by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Association) be lodged with the instrument of proxy pursuant to the next following Article, failing which the instrument may be treated as invalid.

1. An instrument appointing a proxy must be left at such a place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purpose of any subsequent meeting to which it relates.
2. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll but shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting.
3. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at the Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

**Representatives and Observers at General Meetings**

1. Any corporation which is a Member may by Resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association or of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.
2. Each Member individually may appoint observers to the Biennial General Meeting. Such observers shall be entitled to attend, but not vote, at such general meetings.

**GOVERNING BOARD**

1. The Association and its business affairs and property shall be overseen and directed by a Governing Board. The Governing Board shall be comprised of the following members: the chairman of each Regional Governing Board, one member per Regional Centre nominated by each Regional Governing Board and elected by the Governors (these Governors are elected for two-year terms, with the possibility of re-election for a second two-year term), a representative from the Member in each Regional Centre operating the largest number of units nominated by the respective Regional Governing Board (these Governors are elected for a four-year term, with the possibility of re-election for a second four-year term) and elected by the Members, the Managing Director as appointed by the Governing Board in accordance with Article 71(B), the President elected in accordance with Article 17(a) and the Chairman elected in accordance with Article 46. The Chairman of the Regional Governing Board is elected from among their number for a two-year term with the possibility of re-election for a second two-year term. The Directors of the four Regional Centres shall have observer status in that they shall be entitled to receive notice of and attend and speak, but not vote, at meetings of the Governing Board but they shall not be members of the Governing Board.
2. The first Chairman of the Governing Board following the expiry of the Initial Period shall be elected at the Inaugural Meeting of the Association having been nominated by the Governing Board. The Governors shall every four years thereafter elect a Chairman from among existing Governors or from outside the Governing Board but from among officers and employees of Members of the Association. The Chairman shall normally be elected for a four-year period with the possibility of election to an additional two-year term. No Chairman may serve for more than six consecutive years unless otherwise decided by the Governing Board.
3. A Governor may be party to or in any way interested in any contract or arrangement or transaction to which the Association is a party or in which the Association is in any way interested and he may hold and be remunerated in respect of any office or place of profit under any company in which the Association is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Association or any such other company and be remunerated therefore and in any such case aforesaid (save as otherwise agreed by him) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof.
4. The Governing Board may entrust to and confer upon any Governor holding any executive office any of the powers exercisable by him as Governor upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

**Appointment and Retirement of Governors**

1. Any provision of the Act which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment as a Governor or liable to vacate office as a Governor on account of his having reached any specified age or requiring special notice or any other special formality in connection with the appointment of any Governor over a specified age shall not apply to the Association.
2. The office of a Governor shall be vacated if:-
	* + 1. he shall become prohibited by law from acting as Governor;
			2. he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Governing Board shall resolve to accept such offer;
			3. he shall have a bankruptcy order made against him or shall compound with his creditors generally or shall apply to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
			4. in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or
			5. he shall be removed from office by notice in writing served upon him on behalf of the Governing Board of the relevant Regional Centre but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Association and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Association.
3. A Governor removed from office by notice on behalf of a Regional Centre in accordance with Article 50(e) above may be replaced by a Governor nominated by such Regional Centre.

**Alternate Governors**

1. A Governor may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Governing Board, appoint any other Governor or any other member of the governing board of his Regional Centre to be his alternate Governor and may in the same way at any time terminate such appointment.
2. The appointment of an alternate Governor shall determine on the happening of any event which if he were a Governor would cause him to vacate such office or if his appointor ceases to be Governor.
3. An alternate Governor shall be entitled to receive notices of meetings of the Governing Board and shall be entitled to attend and vote as a Governor at any such meeting at which the Governor appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Governor and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Governor. If he shall be himself a Governor, his voting rights shall be cumulative. If his appointor is temporarily unable to act through ill health or disability his signature to any Resolution in writing of the Governing Board shall be as effective as the signature of his appointor. To such extent as the Governing Board may from time to time determine in relation to any committees of the Governing Board the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Governor shall not (save as aforesaid) have power to act as a Governor nor shall he be deemed to be a Governor for the purpose of these Articles.
4. An alternate Governor shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be indemnified to the same extent mutatis mutandis as if he were a Governor but he shall not be entitled to receive from the Association in respect of his appointment as alternate Governor any remuneration.

**Meetings and Proceedings of Governing Board**

1. Subject to the provisions of these Articles the Governing Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as it thinks fit. At any time any Governor may, and the Secretary on the requisition of a Governor shall, summon a meeting of the Governing Board. Any Governor may waive notice of any meeting and any such waiver may be retroactive.
2. The quorum necessary for the transaction of business of the Governing Board may be fixed from time to time by the Governing Board and unless so fixed at any other number shall be eight Governors, of whom two represent each Regional Centre. A maximum of four alternate governors may be applied to the quorum requirements. A meeting of the Governing Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Governing Board.
3. Questions arising at any meeting of the Governing Board shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
4. Save as herein provided, a Governor shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest. A Governor shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
5. Subject to the provisions of the Act, a Governor shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any Resolution concerning any of the following matters, namely:-
	1. the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Association or any of its subsidiary undertakings;
	2. the giving of any security or indemnity to a third party in respect of a debt or obligation of the Association or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
	3. any proposal concerning any other body corporate in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he (together with persons connected with him within the meaning of Section 252 of the 2006 Act) is not beneficially interested in 1% or more of the issued shares of any class of such body corporate (or of any third body corporate through which his interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances).
6. If any question shall arise at any time as to the materiality of such a Governor’s interest or as to the entitlement of any Governor to vote and such question is not resolved by his voluntary agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such Governor shall be final and conclusive except in a case where the nature or extent of the interest of such Governor has not been fairly disclosed.
7. The Association may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.
8. The continuing Governors may act notwithstanding any vacancies, but if and so long as the number of Governors is reduced below the minimum number fixed by or in accordance with these Articles the continuing Governor or Governors may act for the purpose of filling such vacancies or of summoning General Meetings, but not for any other purpose. If there is no Governor able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Governors.
9. If at any meeting of the Governing Board the Chairman shall not be present within five minutes after the time appointed for holding the meeting, the Governors may choose one of their number to be chairman of the meeting.
10. A Resolution in writing signed by all the Governors shall be as effective as a Resolution duly passed at a meeting of the Governing Board and may consist of several documents in the like form each signed by one or more Governors.
11. The Governing Board may delegate any of their powers or discretions to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Governing Board. Any such regulations may provide for or authorise the co-option to the committee of persons other than the Governors and for such co-opted members to have voting rights as members of the committee but so that (a) the number of co-opted members shall be less than one half of the total number of members of the committee and (b) no Resolution of the committee shall be effective unless a majority of the members of the committee present throughout the meeting are Governors.
12. The meeting and proceedings of any such committee consisting of two or more members shall be governed mutatis mutandis by the provisions of these Articles regulating the meetings and proceedings of the Governing Board, so far as the same are not superseded by any regulations made by the Governing Board under the last preceding Article.
13. All acts done by any meeting of the Governing Board, or of any such committee, or by any person acting as Governor or as a member of any such committee, shall as regards all persons dealing in good faith with the Association, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Governor or member of the committee and had been entitled to vote.

**Borrowing Powers**

1. Subject to the provisions of the Act, the Governing Board may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property (present and future) or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Association or of any third party.

**General Powers of the Governing Board**

1. The business and affairs of the Association shall be overseen and directed by the Governing Board, who may resolve that the Association shall pay all expenses incurred in forming and registering the Association, and may exercise all such powers of the Association as are not by the Act or by these Articles required to be exercised by the Association in General Meeting subject nevertheless to these Articles and to the provisions of the Act. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Governing Board by any other Article.
2. The Governing Board may establish any local boards or agencies for managing any of the affairs of the Association, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Governing Board, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Governing Board may think fit, and the Governing Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. In particular, the Governing Board may appoint a Managing Director and establish a staff for the coordination of the Regional Centres. The associated structure, powers, obligations, management and funding of such staff shall be in accordance with Articles 70 to 73. Except where Articles 70 to 73 expressly provide for the powers, obligations and other matters concerning the WANO London office, the provisions of Article 65 shall apply to such office as if it were “local boards or agencies”.
3. The Governing Board may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Governing Board, to be the attorney or attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Governing Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Governing Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
4. The Governing Board shall at each biennial general meeting nominate a President of the Association to be elected in accordance with Article 17. Such President will become a Governor, will be responsible for organisation of the next biennial general meeting, and will assist the Chairman in representing WANO in international activities, and other activities as requested by the Governing Board or Chairman.
5. Subject to and to the extent permitted by the Act, the Association, or the Governing Board on behalf of the Association, may cause to be kept in any region a register of Members of that region, and the Governing Board may make and vary such regulations as it may think fit concerning the keeping of any such register.
6. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for monies paid to the Association, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Governing Board shall from time to time by Resolution determine.

**WANO London Office**

1. The WANO London office provides oversight, direction and support to ensure the programmes and standards approved by the Governing Board are met in each Regional Centre and assists the Regional Centres in their work and communicating effectively to carry out the mission of WANO. Subject to a Resolution of the Governing Board to the contrary, the WANO London office established by the Governing Board shall have the following powers and obligations:-
	* + 1. Assisting the General Assembly and the Governing Board in performing their tasks
			2. Organising General Assembly meetings and Governing Board meetings
			3. Preparing the Long-term Plan and developing supporting planning and monitoring processes and reports for the Governing Board and General Assembly
			4. Ensuring consistent application of WANO objectives and guidelines among the Regional Centres through oversight and monitoring of WANO activities – reports on the results of oversight and monitoring activities will be provided to the Executive Leadership Team and the Governing Board
			5. Ensuring compatible charters, organisations and working methods among the Regional Centres
			6. Ownership of the governance and oversight of the four WANO programmes: Peer Review, Operating Experience, Technical Support and Exchange and Professional and Technical Development
			7. Ensuring data processing systems are compatible within WANO
			8. Provide leadership and oversight of WANO communications, including developing communication strategies
			9. Analysis, preparation and distribution of information and WANO products to the Regional Centres and the Members
			10. Assisting in overcoming any language, geographical, or other barriers or impediments to carrying out the mission of WANO
			11. Avoiding duplication of work between the Regional Centres
			12. Preparing an Annual Report on the work of WANO
2. The powers and obligations of WANO shall be exercised by a Managing Director in accordance with the Memorandum and Articles of Association and any policy guidelines approved by the Governing Board.

The Managing Director shall have the following specific responsibilities:-

* 1. Monitoring the consistent implementation of WANO Governing Board strategies, vision, direction, goals and programmes in the Regional Centres and providing the Governing Board and Members with periodic reports;
	2. Preparing and supporting WANO Governing Board meetings and providing staff support for reviews and investigations of WANO activities to ensure the Governing Board has the information needed to reach decisions;
	3. Serving as the principal interface between WANO and the leadership of Member utilities – for example, providing information regarding WANO and industry performance;
	4. Providing leadership for the Executive Leadership Team, including tactical implementation of Governing Board strategies and facilitating the sharing of best practices among regions;
	5. Providing leadership and direction for the activities of the WANO London office to achieve effective implementation of its functions in support of Governing Board activities;
	6. Serving as the principal interface to ensure close cooperation with international organisations that promote the safety of nuclear power plants;
	7. Establishing and maintaining an organisational structure to carry out the functions described in the Memorandum and Articles of Association and in any policy guidelines approved by the Governing Board;
	8. Developing an annual plan for operation of the Association in conjunction with an annual budget and funding scheme;

* 1. Establishing a WANO London office cost control system for approving, tracking, and reporting Association costs;
	2. Maintaining the financial and accounting records of the WANO London office in accordance with applicable laws;
	3. Submitting records, reports, and payments required to comply with applicable laws;
	4. Conducting the personnel administration function of the WANO London office;
	5. Providing the Governing Board with annual reports on the progress of work identified by the annual plan in conjunction with costs versus budget reporting and at other frequencies that shall from time to time be decided by the Governing Board;
1. The Managing Director shall normally be appointed by the Governing Board for an initial fixed term of three years and thereafter for further terms of two years or any other duration decided by the Governing Board.
2. The staff of the WANO London office shall include:-
	* + 1. at least one representative from each Regional Centre, such representatives being initially proposed by the Regional Centres but with the final decision to be made by the Managing Director on grounds of competence and experience;
			2. other permanent administrative or technical staff. They and their employment conditions are to be decided upon by the Managing Director, subject to staffing level directives and budget decisions issued by the Governing Board.
3. WANO Resource plans address all operating and capital costs, including the long-term and short-term staffing of WANO. The budget includes the costs of salaries for all WANO permanent and seconded personnel and accommodation for seconded personnel.

(a) WANO seconded personnel resource requirements are based on the known and projected needs of the Regional Centres and the WANO London office to support consistent implementation of the activities in the WANO Long‑term Plan.

(b) An equitable process is established for determining the number of seconded personnel provided by each Member to the Regional Centre with which they are affiliated and the duration of assignments. Members are reimbursed for the salary and accommodation costs for seconded personnel they provide.

(c) WANO financial resources (fees) are provided through Member subscriptions, assessed annually, based on an equitable process that takes into account factors such as number of units.

(d) Fees determined for Members affiliated with a Regional Centre are based on support of that Centre’s activities. Each Member will annually receive an assessment to support each Regional Centre with which the Member is affiliated.

(e) Each Member will annually receive a separate assessment of fees to support WANO London office activities.

(f) The Members shall make payments to fund the Regional Centres and the WANO London office subject to the following provisions:-

(i) the level of payments to support the activities of each Regional Centre shall be calculated according to a formula determined from time to time by the Governing Board;

(ii) the level of payment to support the activities of the WANO London office will be determined by the Governing Board

(iii) payments may be made in cash, in kind, or in both;

(iv) subject to the consent of the Managing Director, and if reasonable, payments may be made in the local currency of the residence of the Member concerned;

(v) the Governing Board shall be able to grant exceptions to the provisions of this Article, and to decide upon funding for any significant investments

**SECRETARY**

1. The Secretary shall be appointed by the Governing Board on such terms and for such period as it may think fit. Any Secretary so appointed may at any time be removed from office by the Governing Board, but without prejudice to any claim for damages for breach of any contract of service between him and the Association. If thought fit two or more persons may be appointed as Joint Secretaries. The Governing Board may also appoint from time to time on such terms as they may think fit one or more Assistant Secretaries.

**THE SEAL**

1. The Governing Board shall provide for the safe custody of the Seal which shall not be used without the authority of the Governing Board or of a committee authorised by the Governing Board for the purpose.
2. Every instrument to which the Seal shall be affixed shall be signed autographically by one Governor and the Secretary or by two Governors.
3. The Association may exercise the powers conferred by the Act with regard to having an official seal for use abroad and such powers shall be vested in the Governing Board.

**AUTHENTICATION OF DOCUMENTS**

1. Any Governor or the Secretary or any person appointed by the Governing Board for the purpose shall have power to authenticate any documents affecting the constitution of the Association and any Resolutions passed by the Association or the Governing Board or any committee, and any books, records, documents and accounts relating to the business of the Association, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Association having the custody thereof shall be deemed to be a person appointed by the Governing Board as aforesaid. A document purporting to be a copy of a Resolution, or an extract from the minutes of a meeting, of the Association or of the Governing Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Association upon the faith thereof that such Resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

**RESERVES**

1. The Governing Board may from time to time set aside any budgetary surpluses of the Association and carry to reserve such sums as they think proper which, at the discretion of the Governing Board, shall be applicable for any purpose to which the profits of the Association may properly be applied and pending such application may either be employed in the business of the Association or be invested. The Governing Board may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Governing Board may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Governing Board shall comply with the provisions of the Act.

**ACCOUNTS**

1. Accounting records sufficient to show and explain the Association’s transactions and otherwise complying with the Act shall be kept at the Office, or at such other place as the Governing Board think fit, and shall always be open to inspection by the officers of the Association. Such accounting records shall be applicable to the financial transactions of the WANO London office and shall not normally deal with the transactions of the Members. Subject to this no Member or other person shall have any right of inspecting any account or book or document of the Association other than any right conferred by any Act of Parliament or ordered by a court of competent jurisdiction or authorised by the Governing Board.
2. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Association (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every Member and every holder of debentures of the Association and to every other person who is entitled to receive notices of meetings from the Association under the provisions of the Act or of these Articles. Provided that this Article shall not require a copy of these documents to be sent to Members or to any person of whose address the Association is not aware, but any Member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

**AUDITORS**

1. Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Association, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.
2. An Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any Member is entitled to receive and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

**NOTICES**

1. Any notice or document may be served on or delivered to any Member by the Association either personally or by sending it through the post in a prepaid cover addressed to such Member at his registered address or by delivering it to such address addressed as aforesaid or by sending a telex or telefax if relevant details have been given by the Member to the Association. In the case of a Member registered on a regional register any such notice or document may be posted either in the United Kingdom or in the region in which such regional register is maintained. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiration of twenty-four hours after the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted. The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.
2. Nothing in the preceding Article shall affect any requirement of the Act that any particular offer, notice or other document be served in any particular manner.

**INDEMNITY**

1. Subject to the provisions of and so far as may be consistent with the Act, every Governor, Auditor, Secretary or other officer of the Association shall be entitled to be indemnified by the Association against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Association and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

This is a true copy of the Articles of Association as altered by special resolutions passed on 21 May 2013.

Signed by Richard L. Haley

 Company Secretary

Date DD MMM YYYY