

AGREEMENT DATED the day of 2014

BETWEEN

THE PARTIES SET OUT IN SCHEDULE 1 HEREIN

MEMBERSHIP AGREEMENT

AHECS – Association of Higher Education Career Services Limited

Comyn Kelleher Tobin
Solicitors
29 South Mall
Cork

THIS MEMBERSHIP AGREEMENT is made the day of 2014

BETWEEN

1. The Parties set out in Schedule 1 hereto (“the Members”); and

2. AHECS – Association of Higher Education Career Services Limited having its registered office at C/O CAREERS SERVICES, UCC CORK, 3-4 BRIGHTON VILLAS, WESTERN ROAD, CORK (hereinafter called “the Company”) of the third part.

WHEREAS:-

- A. The Company was incorporated in the Republic of Ireland on the 27th September 2001 under registration No. 348352.

- B. The Members wish to participate as Members in the Company upon and subject to the terms and conditions hereinafter appearing.

- D. The Members have accordingly agreed to enter into these presents for the purpose of:-
 - (i) regulating the future conduct of the business of the Company and

 - (ii) regulating the relationship between them as Members in the Company.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants conditions and agreements hereinafter set forth the parties hereto respectively covenant with each other as follows:-

SECTION 1 - INTERPRETATION

1. Definitions

1.1 In this Agreement and in the Schedules to this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

“Agreement”	this Agreement as amended from time to time;
“Articles of Association”	the Articles of Association of the Company as adopted and amended from time to time;
“the Board”	the board of directors of the Company
"Careers Service"	Each careers advisory service in institutions offering higher education courses in the Republic of Ireland and Northern Ireland that the Board accepts as offering an appropriate style and quality of service and whose name is in a register of qualifying careers services maintained by the Company;
“the Companies Acts”	the Companies Acts, 1963 to 2009;
“the Company”	AHECS – Association of Higher Education Career Services Limited;
“Director”	a director of the Company;
“the Members”	means all the Higher Education Institutions entered as a Member in accordance with clause 4.1 and the current Members at the date of this Agreement are set out in Schedule 1 hereto;

1.2 Further Definitions:

In this Agreement and the Schedules hereto

- (a) Any reference to any provision of any legislation shall include any modification re-enactment or extension thereof.
- (b) Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular Section thereof.
- (c) Save as otherwise provided herein any reference to a Section, paragraph, sub-paragraph or schedule shall be a reference to a Section, paragraph, sub-paragraph or schedule (as the case may be) of this Agreement and any reference in a Section or paragraph to a paragraph or sub-paragraph shall refer to a paragraph or sub-paragraph of the Section or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.
- (d) Reference to the singular includes reference to the plural and vice versa and reference to the masculine gender includes reference to the feminine and neuter genders and vice versa.
- (e) Any reference to a “day” in this Agreement shall be deemed to mean a business day on which banks are open for business in the Republic of Ireland.

SECTION 2 – GOVERNING PROVISIONS AND OBJECTIVES

- 2.1 Each of the Members hereby covenants with each other that he shall take all necessary actions and exercise such voting rights as he may have in the Company from time to time to procure (insofar as lies within his power of procurement individually or collectively with the others) that the Member and the Company shall comply in full with each of the matters set out in this Agreement.
- 2.2 The Company (AHECS) is the professional association for higher education careers services in Ireland, North and South and represents and promotes the professional interests of Career Service staff working in Higher Education.

SECTION 3 - DIRECTORS

- 3.1 The Directors may nominate a chairman from among their number but such chairman shall have a second or casting vote.
- 3.2 The quorum for all meetings of Directors is 50 per cent of all Directors at the time being.
- 3.3 The Board of Directors shall also be known as the Executive Committee and Directors shall also be known as Members of the Executive Committee.
- 3.4 The number of Directors shall not be less than 4 and shall not be more than 10 or such other number as the Company may in general meeting determine by Ordinary Resolution.
- 3.5 Each Member shall have the right to nominate one Director for election to the Board of Directors and each Member shall have the right to remove any Director who was nominated by them.
- 3.6 The Directors shall retire by rotation in accordance with the Articles of Association.

3.7 Each Director must be a current employee of a Member. If a Director ceases to be an employee of a Member, he or she shall be deemed to have retired as a Director from the date of cessation as an employee.

SECTION 4 – MEMBERS

4.1

4.1.1 The Higher Education Institutions as are admitted to membership in accordance with this Agreement shall be the Members of the Company and the current Members are listed in Schedule 1 Part 1 hereto.

4.1.2 Every Higher Education Institution which wishes to become a Member shall deliver to the Company an application for membership in such form as the Board require and executed by it.

4.1.3 The legal name of each Higher Education Institution to be admitted to Membership shall be entered in the register of members of the Company as a Member.

4.1.4 The Board may resolve that any Member shall cease to be a Member in the event that any monies due to the Company from any Careers Service with which the Member is associated has remained unpaid for such period of time as may reasonably be allowed for such payment by the Board.

4.1.5 Each Member shall have the right to receive notice, attend at and vote at any general meeting of the Company. In relation to casting votes, it is a matter for each Member to ensure that it acts in accordance with its own rules or constitutional documents.

SECTION 5 - OTHER APPOINTMENTS

5.1 Company Appointments (external)

- (a) The Auditors of the Company shall for the time being be Grant Thornton.
- (b) The Solicitors of the Company shall for the time being be Comyn Kelleher Tobin.

5.2 Payment to Members

Provision may be made for the payment of an annual sum to the Members in part compensation of the time spent by the member's nominee Director in the performance of their duties to the Company which shall be discharged by the Company.

SECTION 6 - MEMBER CONSENT

6.1 The Members shall procure, so far as they are able, that the Company shall not, except with the prior consent in writing of the holders of 75% of the votes of Members do any of the following matters:

- (a) make any material change to the Company or amend the Memorandum or Articles of Association of the Company;
- (b) create any mortgages or charges (whether fixed or floating) or any other encumbrances or security interests of a similar nature on the undertaking, property or assets or any part thereof; or
- (c) borrow any monies in excess of €20,000 from any person, firm or company.
- (d) appoint to the Board any additional Directors;
- (e) enter into any contract, arrangement or commitment involving expenditure or potential liability in excess of €10,000 other than normal expenditure incurred in carrying on the day to day business of the Company in its ordinary and usual course.

- (f) employ any person on a gross salary in excess of €50,000 per annum;
- (g) enter into or compromise or settle any litigation which potentially might cost the Company over €10,000;
- (h) enter into agreements which are of an unusual or burdensome or restrictive nature;

SECTION 7 - CONFIDENTIALITY

7.1 The Members undertake with each other and to the Company that they will not at any time hereafter use or divulge or communicate to any person other than to officers or employees of the Company or on the instructions of the Board any confidential information or trade secrets concerning the business, accounts, finance, contractual arrangements or other dealings, transactions or affairs of the Company which may come to their knowledge and they shall use their best endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

SECTION 8 - MISCELLANEOUS

8.1 Conflicts:

In the event of any conflict between the terms of this Agreement and the Articles of Association of the Company the terms of this Agreement shall prevail as between the Members.

8.2 Binding on successors:

This Agreement shall enure to the benefit of and be binding upon the respective parties hereto and their respective personal representatives, successors and permitted

transferees.

8.3 Waiver

A waiver by any party of any breach of the terms provisions or conditions of this Agreement or the acquiescence of such party in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto. Any liability of any party under the provisions of this Agreement may in whole or in part be released compounded or compromised by such party in its absolute discretion as regards any other party under such liability without in any way prejudicing or affecting its rights against the remaining parties under the same or a like liability whether joint and several or otherwise.

8.4 Assignments

The rights of the parties hereto shall be deemed to be personal and shall not be assignable.

8.5 No Partnership

This Agreement shall not be deemed to create any partnership between the parties hereto in relation to the Company or otherwise.

8.6 Notices

(a) Any notice or other communication required or permitted to be given or made hereunder shall be addressed or sent to a party to his address hereinbefore specified or to such other postal address as any such party may from time to time notify to the other parties hereto in writing in accordance with the provisions hereof.

- (b) Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if dispatched by pre-paid letter post addressed as aforesaid sent by telefax message to such telefax number (if any) as may be and shall be deemed to be given or made or by email to the email address provided:
- (i) if delivered by hand - at the time of delivery;
 - (ii) if sent by post - to and from an address in Ireland - 48 hours after the same shall have been posted;

8.7 Entire Agreement:

This Agreement and the Schedules annexed hereto embody the entire agreement and understanding between the parties hereto and supersede all prior statements representations agreements and understandings relating to the subject matter hereof. This Agreement shall not be varied or cancelled unless the variation or cancellation is expressly agreed in writing by all of the Members.

8.8 Costs:

Each party shall be responsible for its own legal and other costs in connection with the preparation, approval and execution of this Agreement and all related matters and documents ancillary thereto.

8.9 Headings:

The headings to clauses of this Agreement are for ease of reference only and do not form part of this Agreement and shall not in any way affect its construction.

8.10 Governing Law and Jurisdiction:

This Agreement shall in all respects (including the formation thereof and performance

thereunder) be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto submit to the exclusive jurisdiction of the Irish courts.

SCHEDULE 1

THE MEMBERS

	Name	Address
1.		
2.		
3.		
4.		
5.		
6.		

IN WITNESS whereof the parties hereto have hereunto caused their respective seals to be affixed the day and year first herein written.

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

SIGNED by the said

in the presence of:-

PRESENT when the common seal of
The Company
was affixed hereto: