



A PRIVATE COMPANY LIMITED BY GUARANTEE

THE COMPANIES ACT 2006

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PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in article 12;

“chairman” of the meeting” has the meaning given in article 25;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

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

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

“member” has the meaning given in section 112 of the Companies Act 2006;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 31;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; and

“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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Objectives

1. INPUD’s objectives, will be achieved through processes of empowerment and advocacy at the international level, while supporting empowerment and advocacy at community, national and regional levels.
 1. To advocate for intermediate reforms to drug laws in order to reduce the criminalisation and stigmatisation of people who use drugs while striving in the longer term for an end to prohibition
 2. To promote effective prevention, treatment, care and support for people who use drugs who are living with and affected by HIV, Hepatitis, TB and other relevant health issues.
 3. To promote and advocate for harm reduction as a means of supporting safer drug use and reducing drug related harm among people who use drugs.
 4. To support and seed the development of self-determining networks of drug users that advocate for the health, citizenship and human rights of people who use drugs.
 5. To advocate and lobby at the international level for the rights of people who use drugs.
 6. To build alliances with like-minded organizations and broader civil society to further the aims of INPUD.
 7. To maintain an organization that is effective, transparent and accountable to its membership.

Liability of members

1. The liability of each member is limited to £1, being the amount that each member 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 after he ceases to be a member, for
 - a) payment of the company's debts and liabilities contracted before he ceases to be a member,
 - b) payment of the costs, charges and expenses of winding up, and adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

Directors' general authority

1. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.
2. INPUD shall be administered by a Board of Directors, consisting of a maximum of seven Board members, elected from the membership.
3. The Board shall develop and keep updated policies for its internal operations such as membership and meetings, provided they are not incompatible with the present articles.
4. The Board is responsible for ensuring due diligence and is ultimately liable for its actions and those of INPUD as a whole.

Members' reserve power

1. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Board of Directors Membership, Dismissal and Remuneration

1. Board membership is for a term that lasts 2 years with a possibility to serve on the Board for two consecutive terms. Without prejudice to this clause the Board will establish a process that will allow for upon registration of these articles a mechanism for 'staggered elections' to ensure that all Board members terms of office do not expire at the same time.
2. Board membership shall terminate in the following scenarios:
 - a) On expiry of the term for which the Board member had been appointed.
 - b) As a result of the relevant Board member dying.
 - c) In the event of a Board member losing the free disposal of his /her assets.
 - d) The Board member handing in their written resignation.
 - e) In the case of bringing the organisation into disrepute.
 - f) In case of underperformance as determined by the Board's internal policies.
1. In the event of there being less than three Board members, the Board will retain power of authority, and fill the vacancies by a process of co-option or election by the membership.
4. In the event of there being no Board members, stakeholders can request three Board members to be appointed by an election process.
5. Board members do not receive remuneration, but expenses incurred by Board members on INPUD business shall be covered in accordance with policy.

Board Meetings

4. A physical/face to face Board Meeting shall be convened at least once a year, and virtual Board meetings will take place at least four times a year.
5. A quorum constitutes at least half of the voting Board members either present or represented by proxy.

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6. Board meetings are chaired by the Chair, or any Board member elected to do so.
7. The Chair shall set the agenda for the meeting, in consultation with the Secretariat and with fellow Board members.
8. A written notice of the Meeting and the agenda topics to be discussed shall be forwarded at least ten days in advance of the Meeting.
9. Board members will provide an email address to the Secretariat to which all notices, correspondence, papers etc can be sent.
10. In the event no notice is provided, the Board may still convene and act on condition that written confirmation is received from each Board member being entitled to receive it to the effect that they have waived their right to receive such announcement.
11. Topics not included in the agenda may nevertheless be discussed by those present on condition that quorum has been met.
12. The valid passing of resolutions shall require a quorum of at least half plus one additional Board members present or represented by written submission.
13. Board resolutions shall be passed by a simple majority of votes cast, except where the present articles stipulate otherwise.
14. Each Board member may only exercise one written power of attorney for a fellow Board member, on condition that the (electronic) written power of attorney should be submitted to the Chair prior to the vote taking place.
15. Minutes and associated documents resulting from Board Meetings must be distributed to the Board within three weeks of the meeting taking place.
16. Key decisions taken by the Board must be made known to the wider membership.

Executive Committee

1. The Board shall select from its members an Executive Committee consisting of a Chair, Treasurer and Vice-Chair.
2. The Executive Committee will liaise with the Executive Director on strategic issues.
3. The Executive Committee is authorised to interpret and develop INPUD policy and guidelines, at the discretion of the Board. Any guidelines or decisions made by the Executive Committee are to be submitted for ratification by the Board.

International Secretariat

1. The Secretariat is tasked to implement the INPUD strategy on behalf of the Board.
2. The Board shall appoint an Executive Director to manage the Secretariat, to be supervised and evaluated by the Executive Committee.
3. The Executive Director, together with a member of the Board, shall appoint staff.
4. The Executive Director shall supervise the necessary staff.
5. The Secretariat shall prepare and present for ratification to the Board annual work plans and budgets.
6. The financial year shall be concurrent with the calendar year.
7. The Executive Director and Staff, on behalf of the Board of Directors shall administer the organisation's finances and all activities associated with the organisation, and shall keep the books, documents and data belonging thereto in such a way that the organisation's rights and obligations may be established at any time.
8. The Secretariat shall provide the Board with statements of income and expenditure as well as any financial reports the Board may require. Approved financial statements shall be submitted within three months for the scrutiny of the Board following the financial year-end.

PART 3 MEMBERSHIP

Membership Qualifications

1. Members of INPUD are defined as individuals who meet the criteria set out in the Criteria for Membership (the current version of which is attached as an appendix).
2. The Board will take decisions from time to time to engage different constituents as members.
3. The Board will ensure criteria for membership are published that reflect INPUD's core values whilst enabling access to a wider constituency.
4. INPUD is keen to enjoy the support of individuals and organisations who wish to engage in its global drug law reform campaign, The Drug User Peace Initiative. Participants of the DUPI (and other such organisations and initiatives that may be agreed upon by the Board) will be invited to engage in various ways with the organisation, but do not enjoy membership rights and the right to vote.

Voting Rights

1. Individual members will have full voting rights set out in membership documents (as attached).
2. Affiliate members will be engaged to inform INPUD's thinking and will not have voting rights
3. The Board makes the determination to reject or accept an application for membership, open to appeal.

Cessation of Membership

1. Members will cease to be members of INPUD if the organisation is dissolved either in accordance with these rules or any relevant legislation.

Membership Entitlements Not Transferable

2. A right, privilege or obligation that a member has through membership of the organisation:
 - a. is not capable of being transferred or transmitted to another individual;
 - and
 - b. terminates on cessation of membership.

General Meetings

1. An Annual General Meeting will be convened each year. The meeting will take place virtually or physically to be determined by the Board.
2. Applications for membership of INPUD will be closed six weeks prior to the date of the AGM.
3. A notice convening the meeting will specify that it is an Annual General Meeting and be published no less than four weeks prior to the meeting.
4. Extraordinary General Meetings can be convened by the Board at any time.
5. The Board will respond to requests from members for an Extraordinary General Meeting once one third of the members have made that request in writing.

Consultation

1. The Board shall ensure that the Secretariat perform general consultations with constituents at least once every year.
2. A report of the consultation must be circulated to members.
3. INPUD must ensure it continues connection to its members in order to ensure that its activities match the needs of its constituents.

Representation and Delegation

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1. The representative powers (power of attorney) shall also accrue to any two Board members acting jointly. The two Board members in whom representative powers would accrue are to be elected from within the Board. Of these two Board members, one of these must hold the position of Chair.
2. The Board may authorise one or more Board members to represent the organisation in addition to the Executive Director.
3. The Board shall be authorised to decide to enter into agreements providing for the acquisition, disposal and encumbrance of registered properties.
4. The Board may, while retaining full responsibility, delegate to another legal entity, and grant the required power of attorney to it, all or part of the activities of an administrative nature relating to the administration of the organisation.

Amendment of Articles of Association

1. Any amendment to the Articles of Association must be as a result of a 51% majority of membership at an AGM or Extraordinary General Meeting.
2. Proposed changes may be recommended by the Board, or proposed by members.
3. Any proposed changes should be provided to members in writing at least four weeks in advance of the meeting for an AGM, and three weeks for an EGM.
4. The Board shall file an authentic copy of the amended Articles of Association.

Dissolution and Liquidation

1. The Board shall be authorised to provide for the organisation's dissolution.
2. A resolution to this effect must be passed by a 75% majority at a meeting at which the full complement of Board members with voting rights are present or represented by power of attorney.
3. The organisation shall survive following dissolution for such term as the winding up of its assets requires.
4. Winding-up shall be effected by the Board.
5. The provisions as per the present Articles of Association shall where possible remain in force throughout winding up.
6. The duly dissolved organisation's positive balance, if any, shall where possible be spent in accordance with the organisation's objective.
7. The liquidators shall ensure that a reference to the organisation having been dissolved is entered with the appropriate authorities

Regulations

1. The Board shall be authorised to adopt any policies and guidelines that are in accordance with the present articles.
2. The Board shall be authorised at any time to review or repeal any rules, regulations or procedures provided such is not at odds with the law or with the present Articles of Association.
3. A simple majority is required for all decisions of the Board, except for those decisions related to changing these Articles of Association or those related to changing the Board Terms of Reference, in which case a 51% majority is required.
4. The Board shall adopt the financial statements for presentation to the membership at its AGM.

PART 4 ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

1. Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006

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provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

2. Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
3. All emails asking for decision, after ten working days being sent, if there is no response, it will be deemed that the Director have given their assent.

Company seals

1. Any common seal may only be used by the authority of the directors.
2. The directors may decide by what means and in what form any common seal is to be used.
3. Unless otherwise decided by the directors, the seal and is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
4. For the purposes of this article, an authorised person is—
 - a. any director of the company;
 - b. the company secretary (if any); or
 - c. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

1. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

Provision for employees on cessation of business

1. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

Directors Indemnity and Insurance

1. A relevant director of the company or an associated company may be indemnified out of the company's assets against—
 - a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - c) any other liability incurred by that director as an officer of the company or an associated company.
 - d) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
 - e) In this article—
 - a. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
 - b. and a "relevant director" means any director or former director of the company or an associated company.

Insurance

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1. The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
2. In this article—
 - a. a “relevant director” means any director or former director of the company or an associated company,
 - b. a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
 - c. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.