

**MEMORANDUM OF ASSOCIATION**

**OF**

**INTERNATIONAL ORGANIZATION FOR EDUCATIONAL DEVELOPMENT**

**(COMPANY LIMITED BY SHARES NOT FOR PROFIT U/S 8 OF THE COMPANIES ACT, 2013)**

- I. The name of the company is “INTERNATIONAL ORGANIZATION FOR EDUCATIONAL DEVELOPMENT”
- II. The registered office of the company will be situated in National Capital Territory of Delhi.
- III. The objects for which the company is established are:

**(A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE-**

1. To initiate, carry out, execute, implement, aid and assist activities towards skill development (educational development and economic cooperation in all the sectors on the International level as Diplomatic Mission as per International Convention of Vienna on 18th April 1961 & 1963 concerning Diplomatic and Consular Relations and HQ Agreements with the Nations) and meeting the entire value chain's requirements of appropriately trained manpower in quantity and quality on a sustained and evolving basis.
2. To develop a skill development plan for all the Sectors and maintain skill inventory.
3. To determine skills/competency standards and qualifications in consonance with the Sectors norms.
4. To plan and execute training of trainers.
5. To promote academies of excellence.
6. To establish a well structured Sector specific labour market information system (“LMIS”) to assist planning and delivery of training.
7. To establish a well structured Sector specific paramilitary group to train the Trainers of Military, Paramilitary, Police and other forces to fight with arms and/or unarms against high level Corruption, Terrorism and Criminal Syndicates and security of own Mission offices.
8. To establish a well structured its own Civil Services Matters Internal Court (CSMIC) (the IOED's Department of the Civil Services Matters In-House Court) which covers all its International Officials and Agents, the exercise of the basic civil liberties (opinions, speeches, freedoms of association, scientific liberties, etc.), as well as administrative and jurisdictional guarantees which protect their status and jobs, the principle of allegiance would not hinder their right covered by the CSMIC and therefore, cannot be abusively fired under the pressure of the States or the IOED, this role being assigned to the Internal Justice Authorities who ensure in full independence this guarantee.
9. To establish well structured other associate and/or subsidiary Institutions on time to time for its Diplomatic Mission of educational development and economic cooperation.

10. To establish multipurpose Centres globally for the educational development and economic cooperation.
11. To facilitate in standardizing the affiliation and accreditation process for the Sectors.
12. To coordinate participation of social partners, employers in the private sector, training providers, professional societies and NGOs / civil society groups in the process of skill development (educational development and economic cooperation) for the Sectors.
13. To identify the skill development (educational development and economic cooperation) needs of the Sectors, review international trends in Sector skill development and identify Sector skill gaps and technology.
14. To do and undertake the task of educational and vocational skill upgrade for the Sector.
15. Facilitate in setting up a robust and stringent certification and accreditation process for the Sector to ensure consistency and acceptability of standards.
16. No objects of the company will be carried without obtaining prior approval/no objection certificate from the concerned authority where ever required/if any prescribed.

**(B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE**

The doing of all such other lawful things as considered necessary for the furtherance of the above objects:

1. To participate in the affiliation, accreditation, examination and certification.
2. To facilitate and assist the Appropriate Governmental Authority and National Skill Development Corporation (NSDC) in strengthening the existing vocational education system for the skill development (educational development and economic cooperation) in the Sectors and to collaborate in upgrading vocational training system in all the Sectors, in line with requirements to achieve global standards in manpower productivity.
3. To employ / engage / take on deputation from other organizations including Appropriate Governmental Authority / NSDC, temporarily or in regular employment, such professionals, skilled workers, technical advisors, consultants, managers, diplomats and/or other persons in order to provide valuable inputs to further the objects of the National Skill Development Policy, 2009, issued by the Ministry of Labour, Government of India and other applicable laws that of the Company and to pay them such remuneration as may be considered expedient and commensurate with the Sector norms.
4. To work with global consultants, Sector associations as well as experts from national and international agencies associated with research and development, training, skill development, course accreditation or other required specializations in the Sectors.
5. To liaise and collaborate with various associations in the Sector or otherwise by suitable means (memorandum of understanding, collaboration agreements, partnering arrangements

and others) for course content development, arrangement of apprenticeships within the Sector.

6. To recruit trained manpower and source trainers and experts to ensure adequate participation by them in achieving the objects of the Company.
7. To devise and suggest suitable model (s) to the NSDC / Appropriate Governmental Authority, for establishment, development and operation of new sector skill centres, their governance, accreditation, inter-centre linkages.
8. To accept grants, donations, assistance from public bodies, corporations, companies or persons or trusts and foundations for the purposes of achieving the objects of the Company and to manage efficient, effective and permissible fund flow and fund utilization in consonance with the objects stated herein.
9. To borrow or raise such moneys within and outside the India as may be required by the Company for fulfilling its objects, by the issue of bills of exchange, promissory notes or other obligations or securities of the Company, or by mortgage / pledge / hypothecation of all or any part of the property of the Company subject to such conditions as imposed by the Board in consonance with NSDC / Appropriate Governmental Authority.
10. To pay salary/wages/fee including consultancy, retainer-ship fee, sitting fee or rent and incur all other expenses needed in fulfillment of the objects of the Company.
11. To enter into any arrangements with any Government (s) or authority whether Central, State, municipal, local or any other person, that may seem conducive to the objects of the Company.
12. To organize and participate in seminars, conferences, fairs related to the objects of the Company and to compile, collate, edit and publish technical reports and papers related to the objects of the Company.
13. To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property, and in particular any land, building, workshops, factories, laboratories, machinery, plant apparatus, appliances, trades, trademarks, licenses, permits, intellectual property rights (IPRs), and any rights or privileges necessary or convenient for the purpose of meeting the objects of the Company.
14. To construct, erect, develop, improve, or alter and keep in repair any building acquired or used by or for the Company and to pull down or demolish or dispose off any building not so required or for renovation and reconstruction and to maintain, deal with, manage, control and administer the same.
15. To pay all expenses, preliminary or incidental to the formation of the Company and its registration.
16. To establish, support, or aid in the establishment of associations, institutions, funds and trusts as may be required in furtherance of the objects of the Company.
17. To collect fee including membership fee, service charges, consultancy charge, compensations or such other monies as may be required in due course of functioning of the Company and in furtherance of its objects.

18. To hold shares in any other company or association, with objects similar to its own and to have branches all over India and elsewhere.
19. To run educational institutions training institutions, research institutions, training of trainer's establishment and any other establishment as may be required in due course of functioning of the Company and in furtherance of its objects, and publish books, reports journals, magazines, newspapers, periodicals, thesis, researches, writings, discoveries, documents, news and information.
20. To appoint legal and technical advisers (not being Members), bankers for the Company and to pay the necessary expenses for the same.
21. To draw, make accept, endorse, discount, execute and issue cheques, promissory notes, hundies, bills of lading, railway receipt and other negotiable instruments of all description in connection with the Company's business.
22. To do all such other lawful things as may be incidental to or conducive to the attainment of the above objects.

**(C) OTHER OBJECTS: NIL**

**IV.** The objects of the company extend to the whole of India.

**V.** (i) The profits, if any, or other income and property of the company, whensoever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.

(ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.

(iii) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.

(iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.

(v) Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;

**VI.** No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar.

**VII.** The liability of the members is limited.

**VIII.** The share capital of the company will consist of Rs.100000 divided into 10000 shares of 10 rupees each.

**IX.** True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts 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 that may be imposed in accordance with the regulations of the company for the time being in force, the accounts 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 and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.

**X.** If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.

**XI.** The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

We the several person whose name and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to take the numbers of shares in the capital of the company set opposite to our respective names

S. No.	Names, addresses, descriptions and occupations of subscribers	No. of shares taken by each subscriber	Signature of subscriber	Signature, names, addresses, descriptions and occupations of Witnesses
1.	ANITA SHARMA S/o RAMJI LAL SHARMA 89,BAMNOLI VILLAGE, DELHI-110077 (Business)	5,000 (FIVE THOUSAND)	SD/-	<p>I Witness to Subscribers who have subscribed and signed in my presence Date : 01/12/2014 New Delhi</p> <p>Further, I have verified their identity details for their identification and satisfied myself of their identification particulars as filed in</p> <p style="text-align: center;">SD/- RAJ KUMAR, CHARTERED ACCOUNTANT S/O LAKHAN SINGH RZF-1044, GURU NANAK MARG RAJ NAGAR PART-2, PALAM COLONY NEW DELHI-110077 M. No.525512</p>
2.	ARVIND KUMAR SHARMA S/o SHIV RAM SHARMA 89,BAMNOLI VILLAGE, DELHI-110077 (Business)	5,000 (FIVE THOUSAND)	SD/-	
		10,000 (TEN THOUSAND)		

Place: New Delhi

Dated the 21st day of Jan, 2016