

UKSEDS RESOLUTION 18 SEPTEMBER 2012

The membership resolves to:

- Withdraw UKSEDS from its affiliation with the Space Education Trust, due to the inactive status of this organisation.
- Approve the attached Memorandum of Understanding with The British Interplanetary Society. Thus creating a new affiliation with this society.
- Approve the necessary amendments to the Constitution, as included in the attached version of the Constitution dated September 2012.

The Chair is therefore authorised to sign the Memorandum of Understanding on behalf of UKSEDS.

Memorandum of Understanding

This Memorandum of Understanding is between:

The British Interplanetary Society (hereinafter referred to as the BIS) whose registered office is 27/29 South Lambeth Road, London SW8 1SZ;

and

UK Students for the Exploration and Development of Space (hereinafter referred to as UKSEDS) also of 27/29 South Lambeth Road, London SW8 1SZ.

Together the BIS and UKSEDS are hereinafter referred to as **the Parties**.

This Memorandum of Understanding outlines the agreement-with regards to the affiliation of UKSEDS with the BIS in accordance with Section 3 of the UKSEDS constitution. This affiliation is limited in scope as set out below and addresses three objectives that are agreed between the Parties.

Objective 1 – Given the Parties have common purposes and objectives as defined by their respective constitutions, it is agreed that knowledge of each other’s activities and events and, where appropriate, their coordination, would enable both Parties to be more effective in achieving their purpose.

Objective 2 – It is recognised that the BIS has more resources and expertise than UKSEDS. In view of this UKSEDS would benefit from administrative and operational assistance to ensure continuity and improve efficiency.

Objective 3 – It is recognised that UKSEDS has greater access to students and young people than the BIS. In view of this, the BIS would like support from UKSEDS to diversify its membership and activities.

To meet the first objective it is agreed that:

i) UKSEDS shall be invited to have observers on any BIS Committee or working group excepting those the BIS Council judge to be confidential to the BIS. If the UKSEDS representative is also a member of the BIS they shall have voting rights on that committee.

ii) UKSEDS shall be invited to have an observer at BIS Council meetings excepting on any business the BIS Council judges to be confidential to the BIS.

iii) The parties will allow their members full access to each other’s projects; through direct involvement, technical expertise and contacts, etc.

iv) The Parties shall use their respective media organs (e.g. websites, newsletters and publications etc.) to promote each other and their activities.

v) The Parties continue to explore events and projects that would benefit from greater collaboration between the Parties.

To meet the second objective it is agreed that:

vi) The Parties should share certain resources, as agreed from time-to-time, relating to the management and running of their respective enterprises (for example: overheads, etc.)

vii) The BIS shall provide an accommodation address for UKSEDS and storage for UKSEDS records and other material.

viii) In the event that the Board of Trustees of UKSEDS is expanded, the BIS would provide a suitable Trustee for that Board.

ix) The BIS will monitor the annual accounts of UKSEDS with the aim of aiding/advising UKSEDS in any financial matters they may encounter. Should UKSEDS fail to provide accounts for presentation at the AGM, the BIS may produce the accounts itself for the purpose of continuity and to ensure that any legal requirements are met. UKSEDS shall be able to take back this role at any time if it feels fit. All UKSEDS financial decisions remain the remit of the UKSEDS committee.

x) The BIS shall provide a suitable signatory for UKSEDS bank transactions. It is not envisaged this signatory would be used on day to day transactions, but would provide continuity for the banks during periods of change within the UKSEDS committee.

xi) The BIS shall provide the host server for the UKSEDS Website.

xii) The BIS will house and manage the UKSEDS' membership database. The membership of the parties will be kept entirely separate at all times and details of each individual member will not be passed to third parties (unless by direct consent of that member). UKSEDS shall be able to take back this role at any time if it feels fit.

xiii) The BIS shall offer meeting rooms in its headquarters building during office hours, if available, free of charge for UKSEDS meetings, but access to the library and the members section of the BIS website, free attendance at evening lectures and member rates for events and merchandise are reserved for those UKSEDS members who are also BIS members. Currently UKSEDS members can join the BIS at £10pa and receive either Spaceflight or JBIS electronically for a further £10pa.

To meet the third objective, it is agreed that:

xiv) UKSEDS will help the BIS to target its web resources at students and young people, for example through new media and shared web pages.

xv) The Parties will collaborate to produce and run outreach events and to expand the regional presence of both Parties.

xvi) UKSEDS will aid and facilitate access for the BIS to universities.

xvii) UKSEDS will work with the BIS to produce a 'shared membership strategy', the details of which are as yet undefined, to ensure a greater youth presence in the BIS.

Nothing in this Agreement shall compromise the independence of either party. Both Parties shall remain separate self-determining legal entities with their own governance finances and charitable status.

Nothing in this Agreement shall constitute an obligation to support the commitments and obligations (including financial) undertaken by the other.

The parties agree to keep confidential any information identified as confidential by the other party whether transmitted verbally, or written, or through electronic media.

This agreement can be terminated by either party with three months' notice. In the event of the termination of this agreement, the requirement to maintain the other parties confidential information confidential shall remain in force for a further 5 (five) years.

This agreement is made and is effective from the ____ day of _____ Two Thousand and Twelve

Signed for the British Interplanetary Society

Signed for the UK Students for the Exploration and Development of Space



Alistair Scott – President

Damian Rumble – Chair



UKSEDS Constitution

September 2012

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1 Title

1. The name of the organisation shall be “UK Students for the Exploration and Development of Space”, herein specified as “UKSEDS”.

2 Objectives

1. UKSEDS shall act as a non-profit making forum for the communication and exchange of ideas between students, educational establishments, industry and the general public, with the aim of developing and promoting interest in space technology and space-related subjects.

3 Charitable Affiliations

1. From time to time and in the best interest of UKSEDS the membership may vote to affiliate to a charity with similar aims and objectives. The nature of the affiliation may be defined by a Memorandum of Understanding. Each full member shall have a vote and a simple majority of those voting shall be required (voting may be electronic). A similar vote shall be required to withdraw from such an affiliation, unless the charity in question itself decides to withdraw.
2. Where such an affiliation exists or comes into being the committee is responsible for ensuring that all relevant requirements of the current Charities Act and all other relevant legal and regulatory requirements relating to charities are complied with. The committee must make any such required changes to the Rules and Regulations on a timely basis. Where an affiliation ceases such additional rules and regulations will be removed.

4 Membership

1. Membership is open to anyone in accordance with the Rules and Regulations which may be amended by the committee from time to time as required.

5 Branches

1. Branches may be established in accordance with the Rules and Regulations

6 Officers

1. The affairs of UKSEDS shall be managed by a committee whose members have been elected at an AGM. In extraordinary circumstances voting may be electronic.
2. This committee should comprise of the following:
 - (a) Chair
 - (b) Vice-Chair
 - (c) Secretary
 - (d) Treasurer
3. These roles are explained within the Rules and Regulations.
4. Other committee roles are permitted.
5. The committee has the power to co-opt any suitable UKSEDS members (as defined in the Rules and Regulations) to serve on the committee until the next AGM. Such members may attend committee meetings and take part in discussions, but do not have a vote.
6. Further details regarding the removal of committee members, quorum, powers and administrative matters related to the committee are set out in the Rules and Regulations.

7 Trustees

1. The Board of Trustees will consist of the executive of UKSEDS (as outlined in the Rules and Regulations) and at least one and up to two representatives of the wider UK space sector. The later to be selected by the committee and approved by the membership at the next AGM.
2. The role of the Board will be to provide advice and support as necessary to the committee. The committee will retain responsibility for the day to day running of UKSEDS.

8 Finance

1. UKSEDS will be financed by membership fees, sponsorship, grants, sale of service or goods by UKSEDS, donations and such other such methods as the committee may from time to time deem appropriate.
2. The income of UKSEDS shall be applied solely towards the promotion of the objectives.
3. Committee members may be reimbursed for reasonable expenses paid from their own money on behalf of UKSEDS.

4. Committee members should not receive payment or fees for their services as a committee member or benefit from any other financial transactions with UKSEDS.
5. Committee members may benefit from UKSEDS projects and activities on the same basis as other members, without privilege.

9 AGM

1. The AGM will be held once a year at a venue and time decided by the committee. The membership of UKSEDS must be given reasonable notice of the venue and time.
2. The business of the AGM will include:
 - (a) Reports on the activities of UKSEDS given by the committee and any other relevant persons.
 - (b) A new committee shall be voted in.
 - (c) Any other business raised at the meeting.
3. Major actions should be taken only after passing a vote. Voting rights are set out in the Rules and Regulations.

10 Alteration of the Constitution

1. Alterations to the constitution must be voted for by the membership of UKSEDS, as defined in the Rules and Regulations, requiring a simple majority of those attending or participating. This may be at an AGM or otherwise. Notification of the change must be given to the membership at least 2 weeks before such a change. Voting and consultation may be electronic.