

MEMORANDUM OF ASSOCIATION

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This Memorandum of Association (this "**Memorandum**") is made as of [DATE] (the "**Adoption Date**") by the undersigned founding members (each, a "**Subscriber**" and together, the "**Subscribers**") who wish to associate themselves to form:

[ORGANIZATION NAME] (the "**Organization**"), to be constituted under the laws of [STATE / JURISDICTION] as a [NONPROFIT CORPORATION / ASSOCIATION / COMPANY LIMITED BY GUARANTEE — confirm the correct local form].

Recitals. This Memorandum is the Organization's founding constitutional document. It records the Organization's name, registered office, objects, powers, and the basis on which the Subscribers associate. The form and required contents of a memorandum of association vary substantially by jurisdiction; in some jurisdictions this document is filed as "articles of incorporation" or a "charter," and in others as a "memorandum of association" accompanied by separate articles or bylaws. The Subscribers adopt this Memorandum as the founding statement of the Organization, subject to local filing requirements, and agree as follows.

1. Name

1.1 **Name.** The name of the Organization is [ORGANIZATION NAME].

1.2 **Name compliance.** The name complies with the naming requirements of the governing jurisdiction, including any required or prohibited designators, and the Subscribers have confirmed (or will confirm before filing) that the name is available for use.

1.3 **Trading names.** The Organization may, where permitted, operate under one or more registered trading or "doing business as" names approved by its governing body.

2. Registered Office and Jurisdiction

2.1 **Registered office.** The registered office of the Organization will be located in [STATE / JURISDICTION] at [REGISTERED OFFICE ADDRESS], or at such other address within the jurisdiction as the governing body may determine.

2.2 **Registered agent.** The Organization's initial registered agent for service of process is [REGISTERED AGENT NAME] at [REGISTERED AGENT ADDRESS].

2.3 **Governing law.** The Organization is established under, and this Memorandum is governed by, the laws of [STATE / JURISDICTION].

3. Objects and Purposes

3.1 Primary objects. The objects for which the Organization is established are: **[STATE THE CHARITABLE, EDUCATIONAL, CIVIC, OR OTHER PURPOSES, e.g. to advance education in the field of ... / to relieve poverty among ... / to promote ...]**.

3.2 Restriction on objects. The Organization will pursue only the objects in Section 3.1 and activities incidental or conducive to them. If the Organization is intended to qualify as tax-exempt, it will be operated exclusively for purposes permitted for such organizations under applicable law, and no part of its net earnings will inure to the benefit of any private individual.

3.3 Non-political restriction. No substantial part of the Organization's activities will consist of attempting to influence legislation beyond limits permitted by law, and the Organization will not participate in any political campaign on behalf of or in opposition to any candidate for public office, except to the extent expressly permitted by law.

4. Powers

4.1 General powers. In furtherance of, but not in expansion of, its objects, the Organization has power to do all lawful things necessary or convenient, including to: (a) acquire, hold, manage, and dispose of real and personal property; (b) receive grants, gifts, and bequests; (c) enter into contracts; (d) employ staff and engage contractors; (e) open and operate bank accounts; and (f) borrow and invest funds consistent with its objects and applicable law.

4.2 Limitation on powers. The Organization's powers may be exercised only in furtherance of its objects, and the income and property of the Organization will be applied solely toward the promotion of those objects.

5. Members and Liability

5.1 Membership. The Organization **[WILL HAVE MEMBERS / WILL NOT HAVE MEMBERS and will be governed by its directors]**. The classes, qualifications, rights, and admission of members, if any, are set out in the Organization's articles or bylaws.

5.2 Liability of members. The liability of the members is **[LIMITED — no member is personally liable for the debts of the Organization beyond any amount the member has agreed to contribute on winding up, e.g. [AMOUNT] per member / AS PROVIDED BY APPLICABLE LAW FOR THIS ENTITY TYPE]**.

5.3 No distribution to members. No part of the Organization's assets or income will be distributed to its members, directors, or officers, except as reasonable compensation for services rendered or reimbursement of expenses, and except as otherwise permitted by law on dissolution.

6. Governance

6.1 Governing body. The affairs of the Organization will be managed by a **[BOARD OF DIRECTORS / GOVERNING COUNCIL]** (the "**Governing Body**") whose powers, composition, and procedures are set out in the Organization's articles or bylaws.

6.2 Initial directors. The initial directors of the Organization are: **[NAME, ADDRESS]; [NAME, ADDRESS]; [NAME, ADDRESS]**, who will serve until their successors are elected or appointed in accordance with the bylaws.

6.3 Bylaws. The Governing Body will adopt bylaws consistent with this Memorandum and applicable law to govern the Organization's internal affairs. In the event of conflict, this Memorandum and applicable law prevail over the bylaws.

7. Application of Income and Property

7.1 No private inurement. The income and property of the Organization, however derived, will be applied solely toward the promotion of its objects, and no portion will be paid or transferred, directly or indirectly, by way of profit to any member, director, or officer except as permitted by Section 5.3.

7.2 Reasonable compensation. Nothing in this Section prevents payment in good faith of reasonable compensation to any person, including a member, for services actually rendered to the Organization, or reimbursement of reasonable expenses.

8. Dissolution

8.1 Winding up. On the dissolution or winding up of the Organization, after satisfaction of all debts and liabilities, any remaining assets will not be distributed to the members but will be transferred to one or more organizations with objects similar to those of the Organization and that are themselves exempt or charitable under applicable law, as the Governing Body determines, or as a court of competent jurisdiction directs.

8.2 Charitable assets. If the Organization holds assets subject to charitable restrictions, those assets will be applied on dissolution only for purposes consistent with those restrictions and applicable law.

9. Amendment and General Provisions

9.1 Amendment. This Memorandum may be amended only in accordance with the procedures and approvals required by the bylaws and applicable law, and any amendment affecting the objects or dissolution clause may require additional regulatory or court approval.

9.2 Severability. If any provision of this Memorandum is held invalid, the remaining provisions remain in effect, and the invalid provision will be construed to achieve its intent to the extent permitted by law.

9.3 Filing. The Subscribers will cause this Memorandum (or the equivalent founding instrument required locally) to be filed with the appropriate **[STATE / JURISDICTION]** authority, and the Organization's existence begins on the date and in the manner provided by applicable law.

9.4 Counterparts and electronic signature. This Memorandum may be signed in counterparts and by electronic signature where permitted, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Subscribers have signed this Memorandum of Association as of the Adoption Date, intending to associate to form the Organization.

SUBSCRIBER 1

Signature: _____

Printed name: **[NAME]**

Title: **[FOUNDING MEMBER / N/A]**

Date: _____

SUBSCRIBER 2

Signature: _____

Printed name: **[NAME]**

Title: **[FOUNDING MEMBER / N/A]**

Date: _____

SUBSCRIBER 3**WITNESS**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[FOUNDING MEMBER / N/A]**Title: **[WITNESS / NOTARY, IF REQUIRED]**

Date: _____

Date: _____

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