



## MEMORANDUM OF COMPANY

1	Name .....	3
2	Company type .....	3
3	Main Object .....	3
4	Subsidiary Objects .....	3
5	Powers.....	4
6	Income and Property .....	7
7	Additions, alterations or amendments.....	8
8	WindingUp.....	8
9	Limited Liability .....	8
10	Undertaking to Contribute .....	8

## ARTICLES OF COMPANY

### PRELIMINARY

11	Membership ofRETINAINTERNATIONAL.....	10
11.1	Full Member (FM).....	11
11.2	Candidate Member (CM ).....	11
11.3	Interested Group (IG).....	11
11.4	Associated Member (AM).....	12
11.5	Special Interest Groups (SIG).....	12
11.6	Membership Termination .....	12
11.7	VotingRight.....	13
11.8	Annual membership fees .....	13
11.9	Number of Members .....	13
11.10	Rights ofMembers .....	13
12	General Meetings .....	14
13	Notice of General Meetings .....	16
14	Votes of Members .....	17
15	Proxies .....	17
16	VotingonAPoll.....	18
17	Directors .....	19
18	Powers of Attorney.....	20
19	Disqualification of Directors .....	21
20	Rotation of Directors.....	21

21	Proceedings of Directors.....	2.2..
22	Election of the officers .....	2.3...
23	Chairperson .....	2.4.....
24	Secretary.....	24..
25	Supporting Committees.....	24.....
25.1	The RETINA INTERNATIONAL Scientific and medical Advisory Board (SMAB) ..	24
25.2	The RETINA INTERNATIONAL Youth Council .....	24
25.3	RETINA INTERNATIONAL Company.....	25
26	Legal.....	2.5..
27	Governance .....	25
28	General Provisions.....	25..
29	Seal .....	2.6..
30	Accounts .....	26..
31	Audit .....	27..
32	Notices .....	27.....

**COMPANIES ACT 2014**  
**COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL**

**CONSTITUTION**  
**of**  
**RETINA INTERNATIONAL**

**MEMORANDUM OF ASSOCIATION**

**1 Name**

The name of the Company is RETINA INTERNATIONAL.

**2 Company type**

The Company is a Company limited by guarantee, registered under Part 18 of the Companies Act 2014.

**3 Main Object**

RETINA INTERNATIONAL acts as the voice of the global patient community concerned with the Retina in the development of health policy that can improve the quality of life of those affected by Retinal Dystrophies. It fosters and promotes medical research that can lead to the development of treatments and cures for Retinal Dystrophies through encouraging engagement with the global scientific community and patient groups in order to expedite the development of treatments.

**4 Subsidiary Objects**

RETINA INTERNATIONAL promotes on an international and inter- Foundation basis, what the National Foundations provide on a national and inter- member basis, i.e. mutual support and encouragement in finding solutions to the impact of Retinal Dystrophies.

**4.1** RETINA INTERNATIONAL promotes public awareness and provides scientifically approved information on the latest research developments on Retinal Dystrophies through the exchange of literature on accessible platforms.

**4.2** RETINA INTERNATIONAL promotes the establishment of societies of persons with Retinal Dystrophies in countries where such societies do not already exist providing them with the tools to establish good governance structures.

**4.3** RETINA INTERNATIONAL represents its member societies collectively at supra national organizations including the WHO, the United Nations and the European Commission.

**4.4** RETINA INTERNATIONAL co-operates in the formation and execution of joint projects aimed at improving health outcomes and the quality of life of people living with Retinal Dystrophies.

The Constitution is the legal framework through which RETINA INTERNATIONAL conducts its business as a not for profit Company.

## **5 Powers**

- 5.1** The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:
- 5.2** To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- 5.3** To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- 5.4** To establish and support or aid in the establishment and support of any charitable company or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Object.
- 5.5** To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.6** To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.7** To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.8** Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- 5.9** To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- 5.10** To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal

property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

- 5.11** To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments.
- 5.12** To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.13** To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 5.14** To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.
- 5.15** To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- 5.16** To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- 5.17** To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- 5.18** To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- 5.19** To insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009).
- 5.20** To apply for, purchase or otherwise acquire any patents, brevets d'invention, licenses, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licenses in respect of or otherwise to account the property, rights or information so acquired.
- 5.21** To adopt such means of making known the products and /or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.
- 5.22** To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 5.23** To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company, society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
- 5.24** To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25** To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.26** To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in

pursuance of the Main Object.

- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.30 To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**PROVIDED THAT:**

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts,
  - (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.
- 5.31 In furtherance of its objectives, RETINA INTERNATIONAL will collaborate closely with organisations with similar objectives. Similarly, RETINA INTERNATIONAL may collaborate with other relevant organisations, on-line patient communities on topics of common interest and other stakeholders.

**6 Income and Property**

- 6.1 The income and property of the Company shall be applied solely towards the promotion of Main Object(s) as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.
- 6.2 No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company,
  - (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company,



- (c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company,
- (d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company,
- (e) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.
- (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

## **7 Additions, alterations or amendments**

The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

No amendments of any kind shall be made to the provisions of clauses [6 and 8] of the memorandum of association and no amendments shall be made to the memorandum and articles of association to such extent that they would alter the effect of Clauses [6 and 8] of the memorandum of association, such that there would be non-compliance with the requirements of section 971/1180 and of the Companies Act 2014

## **8 Winding Up**

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having main objects similar to the main objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

## **9 Limited Liability**

The liability of the members is limited.

## **10 Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while they are a member or is wound up within one year after the date on which he or she ceases to be a member, for:

payment of the debts and liabilities of the Company contracted before they cease to be a member, and the costs, charges and expenses of winding up; and

the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding €1.

**COMPANIES ACT 2014**  
**COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL**

**CONSTITUTION**  
**-of-**  
**RETINA INTERNATIONAL**

**ARTICLES OF ASSOCIATION**

**PRELIMINARY**

The Regulations contained in the Companies Act, 2014 shall apply to the Company save in so far as they are excluded or varied hereby.

In these Articles, unless there is something in the subject or context inconsistent herewith:

The "Act" means the Companies Act, 2014.

The "Company" means the above-named Company.

The "Directors" means the members for the time being of the board of directors of the Company and "Director" shall be construed accordingly.

The "Secretary" means any person appointed to perform the duties of the Secretary of the Company.

The "Seal" means the Common Seal of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in visible form.

**11 Membership of RETINA INTERNATIONAL**

- (a) The membership of RETINA INTERNATIONAL is open to societies of people with a retinal dystrophy and organisations with a specific interest in retinal dystrophies.
- (b) In the instance of more than one full member in a country, organisations are encouraged to liaise regularly with other full members in that country.

RETINA INTERNATIONAL shall have five (5) categories of membership:

- (i) Full Member (FM)
- (ii) Candidate Member (CM)
- (iii) Interested Group (IG)
- (iv) Associate Member (AM)
- (v) Special Interest Group (SIG)

## **11.1 Full Member (FM)**

To be a full member of RETINA INTERNATIONAL, a society must show that:

- 11.1.1** It is a charity duly registered as such under national law. It has a constitution or is a sub-group of a larger organisation, such as a society for the blind, that itself has a constitution.
- 11.1.2** Its purposes coincide with RETINA INTERNATIONAL's objectives.
- 11.1.3** It is a society for people living with Retinal Dystrophies including but not limited to; inherited retinal dystrophies (IRD) and other inherited and age-related retinal dystrophies and Diabetes-related Eye Disease (DED). That it includes the families and friends of affected individuals in its activities and that the society has access to sound scientific and medical advice.
- 11.1.4** It may be a stand-alone organisation or a sub-group of an organisation for the blind. In the latter case, it must provide proof of independent activities and accept all people with retinal degenerative diseases irrespective of their stage of visual impairment. Membership should also be extended to parents/guardians of minor children with retinal conditions.
- 11.1.5** A Scientific and Medical Advisory Board (SMAB) or committee has been constituted by the society and has been approved by the RETINA INTERNATIONAL SMAB.
- 11.1.6** Up-to-date audited accounts have been provided to the RETINA INTERNATIONAL Board of Directors.

## **11.2 Candidate Member (CM)**

A candidate member is a society which has stated an intention to apply for full membership in the future or which has already applied for full membership, but either:

- 11.2.1** In the opinion of the Annual General Meeting is not yet in a position to meet all the criteria for full membership, or
- 11.2.2** Is a first-time applicant for RETINA INTERNATIONAL membership which apparently meets all the criteria for full membership, in which case it must serve as a candidate member for two years prior to applying for full membership.

## **11.3 Interested Group (IG)**

- 11.3.1** Interested Groups are in the process of being organised, but it will never meet the criteria for full membership of RETINA INTERNATIONAL
- 11.3.2** Interested group would not be in a position to ever apply for full membership on

their own right for example organisations to do not have separate retinal dystrophy subgroups or are not patient led organisations .

#### **11.4 Associated Member (AM)**

**11.4.1** Associated Members include companies, scientific institutes, learned societies and funding organisations that will never be in a position to fulfil the criteria of the other membership categories of RETINA INTERNATIONAL. An associated member promotes, funds or conducts research into retinal dystrophies and is not enlisted to RETINA INTERNATIONAL through other channels.

**11.4.2** Associated Members will not be present at the annual general meeting unless by special invitation of the Board of directors .

Associated Members will have no voting rights.

**11.4.3** Associated Members can have a seat in the SMAB where they can help influence the course of research at the request of the Board of Directors.

**11.4.4** Applications to become Associated Members must be approved or rejected at the annual general meeting.

**11.4.5** Associated Members will pay fees.

#### **11.5 Special Interest Groups (SIG)**

Special Interest Groups will represent regional or disease specific interest. The management of such groups must be drawn from management committees of the full members of Retina International. They must have a specific objective or a regional character and shall be approved by the Annual General Meeting.

#### **11.6 Membership Termination**

The Members shall be bound by the provisions of the present Constitution, the Business Rules and by other rules or regulations duly adopted by the Annual General Meeting or the board of directors in relation to the activities of RETINA INTERNATIONAL. Membership may be terminated:

- (i) by the Member, at any time, by notifying its resignation in writing to the Board of Directors of RETINA INTERNATIONAL.
- (ii) Membership may also be terminated by the company in case of failure to pay the Annual Fee for one (1) year after due notice has been given. The breach will be reported to the Board of Directors of RETINA INTERNATIONAL who, after investigation, will terminate the Membership, termination will then be ratified by the Annual General Meeting.

**(iii)** A Member may also be excluded from the Company in case of breach of the

- (iii) A Member may also be excluded from the Company in case of breach of the Law, Constitution, Business Rules or if it brings RETINA INTERNATIONAL into disrepute. In such case, after due warning, the breach will be reported to the Board of Directors who, after investigation, will make a recommendation to the Annual General Meeting as to why the member should be expelled.
- (iv) Membership may be suspended or terminated by a simple majority vote of the Annual General Meeting. Should the Member wish to contest the decision, it shall be allowed to present its case to the Annual General Meeting prior to the vote. Such suspension or exclusion shall be effective upon notice sent by registered letter to the chair of the Member organisation.
- (v) Resigning or excluded Members or their legal successors shall have no claims against the assets of the Company and no claim regarding the fees paid to the Company.

#### **11.7 Voting Right**

- (i) Only Full Members in good standing, i.e. having paid their full dues by the 31st December preceding the year of the Annual General Meeting, are entitled to vote at Annual General Meetings. Each full member has one vote.
- (ii) Candidate members will have no voting rights but will have the right to participate in Annual General Meetings and to speak up. Affiliated members and interested groups may attend the Annual General Meeting. Affiliated members may attend the Annual General Meeting on invitation of the Board of Directors.

#### **11.8 Annual membership fees**

The Members shall be required to pay an annual fee as determined by the Annual General Meeting and outlined in the Business Rules (the "Annual Fee"). The fee might vary among different groups of members or organisations.

#### **11.9 Number of Members**

- (a) For the purposes of registration, the number of members of the Company is taken to be a minimum of three full members but the Company may from time to time register an increase of members.
- (b) The members of the Company shall be (i) the subscribers to the Memorandum of Company and (ii) such other persons as the Directors shall from time to time admit to membership and as shall sign a written consent to become a member.

#### **11.10 Rights of Members**

- (a) Membership of the Company is not transferable and shall cease: -

- (i) on the member's death or bankruptcy,
- (ii) if the member resigns by serving notice in writing to the Directors of the Company at its registered office.

## **12 General Meetings**

- 12.1** The Company shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it, provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
- 12.2** All general meetings other than Annual General Meetings shall be known as extraordinary general meetings.
- 12.3** Directors may, whenever they think fit, convene an extraordinary general meeting.
- 12.4** A quorum for meetings of the Board of Directors shall exist if a majority of the members are present. If such quorum is not reached, the meeting shall be adjourned until a quorum is present.
- 12.5** The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
- 12.6** The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
- 12.7** If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
- 12.8** Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sums repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
- 12.9** For the purposes of Articles 12.6 to 12.9, the Directors shall, in the case of a meeting at which



a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.

- 12.10** A meeting convened under Articles 12.6 or 12.8 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors .
- 12.11** The chairperson of the board of directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairperson of the meeting.
- 12.12** If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
- 12.13** The chairperson may, with the consent of any meeting at which a quorum is present and shall if so, directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 12.14** Unless a poll is demanded in accordance with Article 16.4, at any general meeting:
- (i)** a resolution put to the vote of the meeting shall be decided on a show of hands; and
  - (ii)** a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 12.15** Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 12.16** Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a

meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima fade evidence that it was signed by him or her on that date.

### **13 Notice of General Meetings**

**13.1** A meeting of the Company, other than an adjourned meeting, shall be called:

- (a) in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice,
- (b) in the case of any other extraordinary general meeting, by not less than 7 days' notice.

**13.2** A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 13.2, be deemed to have been duly called if it is so agreed by:

- (a) all the members entitled to attend and vote at the meeting; and
- (b) unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
- (c) Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
- (d) In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
- (e) The notice of a meeting shall specify:
  - (i) the place, date and time of the meeting,
  - (ii) the general nature of the business to be transacted at the meeting,
  - (iii) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
- (f) with reasonable prominence a statement that:
  - (i) a member entitled to attend, and vote is entitled to appoint a proxy using the form set out in Section 184 of the Act or, where that is allowed, one or more proxies, to attend, speak and vote instead of him or her;

- (ii) a proxy need not be a member,
- (iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.
- (iv) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

#### **14 Votes of Members**

- 14.1** Where a matter is being decided (whether on a show of hands or on a poll), every member present in person and every proxy shall have one vote, but so that no individual member shall have more than one vote.
- 14.2** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 14.3** Votes may be given either personally or by proxy. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

#### **15 Proxies**

- 15.1** A member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.
- 15.2** The instrument appointing a proxy (the "Instrument of Proxy") shall be in writing-
  - (a) under the hand of the appointer or of his or her attorney duly authorised in writing;  
or
  - (b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
- 15.3** The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time: -

(a) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll, 48 hours before the time appointed for the taking of the poll.

**15.4** The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.

**15.5** An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit -

RETINA INTERNATIONAL (the "Company")

[Name of member] (the "Member") of [Address of Member] being a member of the Company hereby appoints [name and address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows: -

Voting instructions to proxy

(Choice to be marked with an "X")

Number or description of resolution:	In Favour	Abstain	Against
1.			
2.			
3.			

Unless otherwise instructed, the proxy will vote as he or she thinks fit.

Signature of Member.....

Dated [date] .....

## **16 Voting on A Poll**

**16.1** At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).

**16.2** A demand for a poll may be made by:

(a) the chairperson of the meeting;

(b) at least three members present in person or by proxy;

- (c) any member or members present in person or by proxy and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.

**16.3** A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 16.5, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.

**16.4** A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.

**16.5** A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.

**16.6** The instrument appointing a proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Articles 16.3 and 16.4, a demand by a person as proxy for a member shall be the same as a demand by the member.

**16.7** On a poll taken at a meeting of the Company or a meeting of any class of members of the Company, a member, whether present in person or by proxy, entitled to more than one vote need not, if he or she votes: -

- (a) use all his or her votes; or
- (b) cast all the votes he or she uses in the same way.

## **17 Directors**

**17.1** The number of the Directors shall be not less than four (4) and unless and until determined by the Company in general meeting, not more than nine (9). The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to Section 22 of the Act.

**17.2** In addition to the powers specifically provided for in the present Constitution, the Board of Directors shall have all powers of management and administration.

**17.3** The Board of Directors will compile, update and operate in accordance with Business Rules. These business rules and subsequent amendments will be ratified at the following Annual General meeting.

**17.4** No remuneration shall be payable under any circumstances to any of the Directors in respect of his or her services as Director, or on any Committee of the Directors to which the Directors may delegate powers under Article 21.6. The Directors may be paid all travelling, hotel and

other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

- 17.5** The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
- 17.6** Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
- 17.7** All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
- 17.8** The Board of Directors may form working groups or advisory groups to assist in the work of RETINA INTERNATIONAL. Any such group will have clearly stated objectives, membership, and time frame for its work. The Board of Directors may ask it to submit regular reports should it deem it necessary.
- 17.9** The Company shall cause minutes to be entered in books kept for the purpose: -
- (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company and, of the Directors and of committees of the Directors.

**18 Powers of Attorney**

The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

## **19 Disqualification of Directors**

In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

## **20 Rotation of Directors**

- 20.1** At the first Annual General Meeting of the Company, all the Directors shall retire from office and at the Annual General Meeting in every subsequent year, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
- 20.2** The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- 20.3** The chair and all members of the Board of Directors shall serve for a period of two (2) years but shall be eligible for re-election.
- 20.4** The Company, at a meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default of the Company doing so, the retiring Director shall, if offering himself or herself for re-election, be deemed to have been re-elected, unless (a) at such meeting it is expressly resolved not to fill such vacated office; or (b) a resolution for the re-election of such Director has been put to the meeting and lost.
- 20.5** No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there has been left at the Company's registered office (a) notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his or her intention to propose such a person for election, and (b) notice in writing signed by the person concerned of his or her willingness to be elected.
- 20.6** The Company may from time to time by ordinary resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
- 20.7** The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his or her period of office, notwithstanding anything in these articles or in any agreement between the Company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him or her and the Company.
- 20.8** The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 20.8 Without prejudice to the powers of the Directors

under Article 21.1, the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.

- 20.9** The Directors may at any time appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors of the Company shall not at any time exceed the number, if any, provided for in these Articles. Any Director so appointed shall hold office only until the next annual general meeting and shall then be eligible for re-election.

## **21 Proceedings of Directors**

- 21.1** The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
- 21.2** The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two (2).
- 21.3** The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Act as the necessary quorum of Directors, the continuing Directors or director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- 21.4** If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.
- 21.5** The Directors may delegate any of its powers to Committees consisting of such member or members of the Directors and such other persons as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.
- 21.6** The Directors may appoint the chairperson of any Committee; if no such chairperson is elected, or if at any meeting of a Committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
- 21.7** A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.



**21.8** All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or she or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.

**21.9** A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last director.

**21.10** A meeting of the Directors or of a committee established by the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and -

(a) a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum; accordingly, and

(b) such a meeting shall be deemed to take place -

(i) where the largest group of those participating in the conference is assembled;

(ii) if there is no such group, where the chairperson of the meeting then is;

(iii) if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

## **22 Election of the officers**

The Chair is elected by delegates appointed by the membership at its AGM. A Vice-Chair, a Treasurer and a company secretary shall be elected by the Board of Directors from among its members.

### **22.1 Substitutions**

(a) In the event the chair is unavailable, the Vice-chair will substitute;

(b) In the event the Treasurer is unavailable another member of the Board of Directors will undertake financial duties (except for approving invoices over an amount specified in the Business Rules).

Members of the Board of Directors may be revoked by the AGM for conduct considered unbecoming of the post, e.g., bankruptcy, criminal conviction, loss of legal capacity and

absence without justification from more than two (2) consecutive meetings, by a vote of at least two-thirds (2/3) of the members present or represented.

## **23 Chairperson**

The Chairperson of the Board of Directors and shall also be the Chairperson of the Annual General Meeting, in accordance with clause 4 of the present Constitution.

## **24 Secretary**

**24.1** The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

**24.2** A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

The Chief Executive Officer

**24.3** The Board on behalf of the company may appoint a Chief Executive Officer on such terms and conditions of employment remuneration duties and responsibilities as the board shall determine. Subject thereto, the day to day management of the affairs of the company shall be conducted by the Chief Executive Officer who shall be responsible to and report to the Board and shall attend meetings of the Board or part thereof as the Board shall require.

## **25 Supporting Committees**

The Supporting Committees are:

**25.1** The RETINA INTERNATIONAL Scientific and medical Advisory Board (SMAB)

(a) This Board deals with scientific and medical matters. Its purpose is to help national and international research efforts to produce the best possible results through the exchange of information and co-operation. The SMAB also informs and advises other RETINA INTERNATIONAL bodies as well as national RETINA INTERNATIONAL member societies in medical and research matters

**25.2** The RETINA INTERNATIONAL Youth Council

(a) The Retina International youth council will advise the Board of Directors on all aspects of matters pertaining to the youth programmes.

(b) RETINA INTERNATIONAL has a permanent youth council, which is essential for the development of its strategy and future sustainability.

(c) The organization structure of the youth section, its mode of operating and its

membership is provided for by the Business Rules written upon consultation with the youth representatives.

- (d) The youth council is entitled to have a representative at a Board of Directors meeting. If it wishes to use such facility, it will propose at least two (2) candidates to the AGM, which will then elect one of the proposed candidates as representative to the Board of Directors meeting.
- (e) The chair of the Youth Council, or his/her substitute, may be invited by the RETINA INTERNATIONAL Chair to attend the Board of Directors Meeting as an observer when there is a relevant agenda concerning the RETINA INTERNATIONAL Youth Section.

**25.3** RETINAINTERNATIONALCompany.

## **26 Legal**

**26.1** The Company is validly represented towards third parties and before the courts as plaintiff or defendant in legal proceedings by the Board of Directors itself physically represented by its chair or by a person (Board of Directors member or not) specifically appointed by the Board of Directors (proxyholder)

**26.2** Except in case of a special proxy holder, all documents signed on behalf of the Company shall be binding for the Company when signed by the Chair, who will not have to justify to third parties his/her signatory powers.

## **27 Governance**

**27.1** The affairs of RETINA INTERNATIONAL are carried out by the executive team at the direction of the Board of directors and two governing bodies, the RETINA INTERNATIONAL Annual General Meeting (AGM) and the Board of Directors.

**27.2** All members of boards and committees are honorary.

**27.3** Decisions of all the committees are made by the majority of members present, except where otherwise stated. For decisions of the AGM a quorum is needed and defined as more than 50% of the full members being present or represented.

**27.4** For the winding up of the company a 2/3 majority of the votes present at the Annual General Meeting are needed.

## **28 General Provisions**

**28.1** Dispute

**28.1.1** In the event of a dispute between Members arising out of the operation or interpretation of the Constitution, the disputing parties may agree to binding

arbitration. The arbitration panel shall consist of the Chair of RETINA INTERNATIONAL (unless he or she is party to the dispute, in which case he or she shall be replaced by the Vice-Chair) Vice Chair, and can assemble a committee to review.

The arbitration panel shall convene a meeting within 28 days of its appointment and take a decision within fifteen (15) days following the meeting. The decisions of the arbitration panel shall be final.

## **29 Seal**

29.1 The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be

- (a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and
- (b) be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

## **30 Accounts**

**30.1** The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

**30.2** The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.

**30.3** The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.

**30.4** The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.

- 30.5 A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.
- 30.6 The financial year shall be the calendar year ending on 31 December (the "Financial Year").
- 30.7 Each year, the Board of Directors shall prepare the annual accounts and shall submit the same to the Annual General Meeting for approval. The annual accounts, together with the yearly reports on the past fiscal year, shall also be submitted with the budget and work plan of the coming Financial Year.
- 30.8 The annual accounts and supporting documentation will be open for inspection by the Members and a summary will be available on the RETINA INTERNATIONAL website.
- 30.9 The Treasurer will present a financial statement to the Board of Directors at each meeting.

### **31 Audit**

- 31.1 An audit will be conducted annually by an external and independent auditor and additionally, as may be decided by the Board of Directors from time to time.
- 31.2 Auditors shall be appointed, and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

### **32 Notices**

A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company). Section 218(5) of the Act shall apply.

We, the persons whose name and addresses are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association.

**NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS**

---

RONAN HOLAHAN  
18 SAINT CATHERINE'S PARK  
GLENAGEARY  
CO. DUBLIN  
Ireland

Company Director

Signature

CLAUDETTE MEDEFINDT  
6 BROOKE STREET  
FARRARMERE  
BENONI  
GAUTENFG  
1501  
South Africa

Company Director

Signature

CAISA RAMSHAGE  
BRUNNSHAGEVAGEN 13  
SE-266 55  
VEJBYSTRAND  
Sweden

Company Director



f4\_ftLttff\_JQ' "-  
Signature

---

Dated: 3 September 2020

Signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the manner referred to in section 888.

**Witness to the above signatures: -**

SINEAD FLOODY  
THE BLACK CHURCH  
ST. MARY'S PLACE  
DUBLIN 7



We, the persons whose name and addresses are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association.

**NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS**

---

RONAN HOLAHAN  
18 SAINT CATHERINE'S PARK  
GLENAGEARY  
CO. DUBLIN  
Ireland

Company Director

  
Signature

CLAUDETTE MEDEFINDT  
6 BROOKE STREET  
FARRARMERE  
BENONI  
GAUTENFG  
1501  
South Africa

Company Director

Signature

CAISA RAMSHAGE  
BRUNNSHAGEVAGEN13  
SE-266 55  
VEJBYSTRAND  
Sweden

Company Director

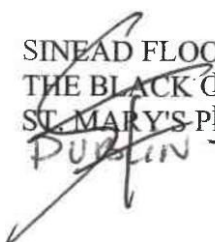
Signature

---

Dated: 3 September 2020

Signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the manner referred to in section 888.

**Witness to the above signatures: -**

  
SINEAD FLOODY  
THE BLACK CHURCH  
ST. MARY'S PLACE •  
DUBLIN 7

