

AGREEMENT: PROPOSED SUPPLEMENTAL CHARTER AND BYE-LAWS.

THIS AGREEMENT made the 21st day of December, One thousand nine hundred and sixteen, BETWEEN THE ROYAL BRITISH NURSES' ASSOCIATION (hereinafter called "the Association") of the one part and the COLLEGE OF NURSING LIMITED whose registered office is situate at Number 83, Pall Mall London (hereinafter called "the College") of the other part WHEREAS the Association are a body incorporated by Royal Charter dated the sixth day of June, One thousand eight hundred and ninety-three for the purpose of the improvement of the profession of nurses and, under their Charter, have power to affiliate to themselves or amalgamate with themselves any body of persons, corporate or incorporate, formed for all or any of the purposes for which the Association themselves are formed or for any purpose analogous or corresponding thereto and the affairs of the Association are managed under bye-laws approved by the Privy Council on the tenth day of June, One thousand eight hundred and ninety-eight AND WHEREAS the College are a Company with limited liability incorporated under the Companies Acts 1908 and 1913, for the purpose (inter alia) of promoting the better education and training of nurses AND WHEREAS with a view to the better promoting of the interests of nurses it has been arranged that provided the necessary amendment of the said Charter for that purpose can be obtained the Association shall amalgamate with themselves the College and that the title of the Association shall be altered to the Royal British College of Nursing (hereinafter referred to as "the Corporation") Now the parties hereto DO HEREBY MUTUALLY COVENANT AND AGREE as follows:

1. The Association shall forthwith take such steps as may be necessary to enable them to apply for and will use their best endeavours to obtain (either by way of amendment of their said Charter or by the grant of a Supplemental Charter) the alterations in the terms of their said Charter which are set out in the draft Supplemental Charter which has been approved by the parties thereto and which, for identification is marked with the letter "A" and has been signed by or on behalf of the parties hereto subject to such further alteration (if any) as may be agreed between the parties hereto.

2. The Association will, simultaneously with the application to be made by them with regard to the alteration of the Charter under the provisions of Clause 1, herein take such steps as may be necessary to annul the existing bye-laws of the tenth day of June, One thousand eight hundred and ninety-eight and will use their best endeavours to make and obtain the approval of His Majesty's Privy Council to the new bye-laws, set out in the draft which has been approved by the parties

hereto and which for identification is marked with the letter "B" and has been signed by or on behalf of the parties hereto and the substitution of the same for the said bye-laws of the tenth day of June, One thousand eight hundred and ninety-eight subject to such alterations (if any) as may be agreed between the parties hereto.

3. Forthwith upon the amendment of the existing Charter or the grant of a Supplemental Charter in accordance with the provisions of Clause 1 hereof and of the repeal of the existing bye-laws and the approval of the new bye-laws in lieu thereof in accordance with the provisions of Clause 2 hereof the assets of the College shall be transferred to the Corporation in whom the assets and liabilities of the Association shall continue to be vested and all necessary steps shall be taken to liquidate and wind up the College of Nursing Limited.

4. If the existing Charter shall not be amended or a Supplemental Charter granted, in accordance with the provisions of Clause 1, or if the existing bye-laws shall not be annulled, and new bye-laws approved in lieu thereof, in accordance with the provisions of Clause 2, within the period of twelve months from the date of this Agreement it shall be lawful for either of the parties hereto to give to the other notice in writing of their desire to determine the proposals for the amalgamation of the Association and the College and thereupon the provisions of Clauses 1, 2 and 3 hereof shall become null and void and be of no effect ab initio.

5. If the Charter shall be amended and new bye-laws approved, in accordance with the terms of this Agreement, the Association shall as soon as the amalgamation with the College is completed, promote or otherwise take steps to obtain an Act of Parliament for the Registration of Nurses and the keeping of a Register or Registers of Nurses.

6. The College shall pay all the reasonable and proper costs and expenses of the College and the Association, in connection with the negotiations for and the preparation and completion of this Agreement and of carrying or attempting to carry the same into effect.

In WITNESS whereof the Association and the College have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The COMMON SEAL of the Royal British Nurses' Association was hereunto affixed in the presence of

HERBERT PATERSON,
Honorary Medical Secretary R.B.N.A.
ISABEL MACDONALD,
Secretary.

The COMMON SEAL of The College of Nursing Limited was hereunto affixed in the presence of

ARTHUR STANLEY } *Members of*
SARAH ANN SWIFT } *the Council.*
MARY S. RUNDLE, *Secretary.*

[previous page](#)

[next page](#)