

# Constitution

**Integral Institute Australia**



## TABLE OF CONTENTS

<b>1.</b>	<b>DEFINED MEANINGS</b>	<b>1</b>
<b>2.</b>	<b>OBJECTS</b>	<b>1</b>
<b>3.</b>	<b>LIMITED LIABILITY</b>	<b>1</b>
	3.1 Members' Liability	1
	3.2 Members' Contributions	1
	3.3 Amount of Members' Contributions	1
<b>4.</b>	<b>USE OF THE PROPERTY BY THE COMPANY</b>	<b>1</b>
	4.1 Conduit Policy	1
	4.2 Application of Company Property	2
	4.3 Payments of Company Expenses	2
	4.4 Remuneration Payments	2
	4.5 Conflict of Interest Resolution	2
	4.6 Local or affiliated branch	2
<b>5.</b>	<b>USE OF PROPERTY ON WINDING UP</b>	<b>3</b>
	5.1 Surplus	3
	5.2 Transfer of Surplus	3
	5.3 Choice of Transferee	3
	5.4 Research Account Funds	3
<b>6.</b>	<b>FUNDRAISING AUTHORITY</b>	<b>3</b>
	6.1 Fundraising & Receipts	3
	6.2 Fundraising Authority	4
<b>7.</b>	<b>MEMBERS</b>	<b>4</b>
	7.1 General	4
	7.2 Classes of Members	4
	7.3 Membership qualifications	4
	7.4 Admitting Members	4
	7.5 Discretion to admit	4
	7.6 Delegation	5
<b>8.</b>	<b>FEES TO BE PAID BY MEMBERS</b>	<b>5</b>
	8.1 Entrance Fee	5
	8.2 Annual Subscription	5
	8.3 Waiver	5
	8.4 Annual Subscription in arrears	5
<b>9.</b>	<b>RIGHTS OF MEMBERS</b>	<b>5</b>
	9.1 Members	5
	9.2 No joint Members	5
<b>10.</b>	<b>CESSATION OF MEMBERSHIP</b>	<b>5</b>
	10.1 Cessation	5
	10.2 Appointment as Member not transferable	6
	10.3 Resignation	6
<b>11.</b>	<b>DISCIPLINE OF MEMBERS</b>	<b>6</b>
	11.1 Initial resolution of Directors	6

11.2	Suspended operation	6
11.3	Notice to Member	6
11.4	Confirming resolution of Directors	7
11.5	Immediate or suspended effect	7
11.6	Right of appeal	7
11.7	Notice to a Member	7
<b>12.</b>	<b>REGISTER OF MEMBERS</b>	<b>7</b>
<b>13.</b>	<b>MEETINGS OF MEMBERS</b>	<b>7</b>
13.1	Calling of meetings	7
13.2	Requisition of meetings	7
13.3	Notice of meeting	7
13.4	Entitlement to notice	8
13.5	Notice period	8
13.6	Proxy Voting by Members	8
13.7	Omission to give notice	8
13.8	Consent to short notice	8
13.9	Cancellation or postponement of meeting	8
13.10	Notice of cancellation or postponement	8
13.11	Venue	9
<b>14.</b>	<b>REPRESENTATION AT MEETINGS</b>	<b>9</b>
14.1	Persons entitled to attend	9
14.2	Powers of the chairman	9
<b>15.</b>	<b>PROCEEDINGS AT MEETINGS OF MEMBERS</b>	<b>9</b>
15.1	Quorum	9
15.2	Failure of quorum	9
15.3	Business of annual general meeting	9
15.4	Report on Company's activities	10
15.5	Frequency of Annual General Meeting	10
15.6	Special business	10
15.7	Chairman of meeting	10
15.8	Passing the chair	10
15.9	Responsibilities of chairman	10
15.10	Admission to meetings	11
15.11	Adjournment of meeting	11
15.12	Business at adjourned meeting	11
<b>16.</b>	<b>VOTING AT MEETINGS OF MEMBERS</b>	<b>11</b>
16.1	Entitlement to vote	11
16.2	Number of votes	11
16.3	Voting restrictions	11
16.4	Method of voting	11
16.5	Demand for poll	12
16.6	Declaring result of vote on show of hands	12
16.7	Conduct of poll	12
16.8	Casting vote of chairman	12
16.9	Objections	12
16.10	Ruling on votes	12

<b>17.</b>	<b>APPOINTMENT AND REMOVAL OF BOARD OF DIRECTORS</b>	<b>12</b>
17.1	Board of Directors	12
17.2	Directors qualification	12
17.3	Initial Directors	13
17.4	Casual appointment	13
17.5	Retirement of casual appointee	13
17.6	Retirement by rotation	13
17.7	Deemed re-appointment	13
17.8	Candidates requiring nomination	13
17.9	Valid nominations	13
17.10	Resignation of Director	14
17.11	Vacation of office	14
17.12	Less than minimum number of Directors	14
17.13	Power to appoint alternate Director	14
17.14	Suspension of appointment	14
17.15	Notice of appointment	14
17.16	Termination of alternate's appointment	14
<b>18.</b>	<b>APPOINTMENT AND REMOVAL OF OFFICE BEARERS</b>	<b>15</b>
<b>19.</b>	<b>CEO</b>	<b>15</b>
19.1	Appointment of CEO	15
19.2	Acting CEO	15
19.3	Remuneration	15
19.4	Expenses of Directors	15
<b>20.</b>	<b>PROCEEDINGS OF DIRECTORS</b>	<b>15</b>
20.1	Number of Board meetings	15
20.2	Mode of meeting	16
20.3	Quorum	16
20.4	Chairman calling a meeting	16
20.5	Secretary calling a meeting	16
20.6	Notice of meeting	16
20.7	Recipients of notice	16
20.8	Appointment of chairman	16
20.9	Votes of Directors	16
20.10	Circular resolution of Directors	17
20.11	Signing of circular resolution	17
20.12	Deemed minute	17
20.13	Validity of acts of Directors	17
<b>21.</b>	<b>DIRECTOR'S CONTRACTS WITH COMPANY</b>	<b>18</b>
21.1	Director's contracts and conflicts of interest	18
21.2	Requirement to leave the meeting	18
21.3	Notice of interest	18
21.4	Office in another company	19
21.5	Director of wholly owned subsidiary	19
<b>22.</b>	<b>POWERS AND DUTIES OF DIRECTORS</b>	<b>19</b>
22.1	Powers generally	19



22.3	Execution of negotiable instruments	20
22.4	Appointment of attorney	20
22.5	Delegation	20
22.6	Validity of acts	20
<b>23.</b>	<b>PATRON</b>	<b>20</b>
<b>24.</b>	<b>COMMITTEES</b>	<b>20</b>
24.1	Delegation to committee	20
24.2	Committee powers	21
24.3	Committee meetings	21
24.4	Committee Members as officers	21
24.5	Research Committee	21
<b>25.</b>	<b>MINUTES</b>	<b>21</b>
<b>26.</b>	<b>ACCOUNTS</b>	<b>21</b>
<b>27.</b>	<b>NOTICES</b>	<b>22</b>
27.1	Service of notices	22
27.2	Date of deemed service	22
27.3	Counting of days	22
27.4	Service on Company or its officers	22
27.5	Signature	22
<b>28.</b>	<b>INDEMNITY</b>	<b>23</b>
28.1	Indemnity for officers	23
28.2	Insurance premiums	23
<b>29.</b>	<b>SUBMISSIONS TO JURISDICTION</b>	<b>23</b>
<b>30.</b>	<b>DEFINITIONS AND INTERPRETATION</b>	<b>23</b>
30.1	Definitions	23
30.2	Interpretation	24
30.3	Replaceable Rules	25

**INTEGRAL INSTITUTE AUSTRALIA ACN 138 376 753**  
**A COMPANY LIMITED BY GUARANTEE**

## **CONSTITUTION**

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### **1. DEFINED MEANINGS**

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

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### **2. OBJECTS**

The objects for which the Company is established are:

- (a) to be the official Australian chapter of the USA-based global organisation Integral Institute Inc;
- (b) to conduct research, analysis, education and events that will foster intentional behavioural, cultural and social awareness, to assist global leaders from all arenas to improve the human condition;
- (c) publicise or otherwise make available the results of the Institute's research and analysis,

and to do all acts and things as may be deemed to be reasonably necessary or incidental to the achievement of these or similar objects.

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### **3. LIMITED LIABILITY**

#### **3.1 Members' Liability**

The liability of the Members is limited.

#### **3.2 Members' Contributions**

Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for:

- (a) the payment of the debts and liabilities of the Company, contracted before the Member ceased to be a Member;
- (b) the expenses of winding up the Company; and
- (c) the adjustment of the rights of the contributories among themselves.

#### **3.3 Amount of Members' Contributions**

The amount of the contribution under clause 3.2 must not exceed \$10.00 per member in any circumstances.

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### **4. USE OF THE PROPERTY BY THE COMPANY**

#### **4.1 Conduit Policy**

Any allocation of funds or property to other institutions, bodies, entities, organisations, government departments or persons must be made in

accordance with the established objectives of the Company and not be influenced by the expressed preference or interest of a particular donor to the Company.

#### **4.2 Application of Company Property**

All income and property of the Company must be applied for the Objects of the Company. No portion of the income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit or return of capital to any Member.

#### **4.3 Payments of Company Expenses**

Nothing in clause 4.2 prevents the payment in good faith of reasonable and proper:

- (a) remuneration to any of the officers or servants of the Company or to any Member in return for any services actually rendered by them to the Company;
- (b) interest on money borrowed from any Member for any of the purposes of the Company (provided the interest rate does not exceed the rate charged by the Company's bank on similar borrowings);
- (c) rent for premises let by any Member to the Company; or
- (d) payment for any goods supplied to the Company by any Member.

#### **4.4 Remuneration Payments**

No remuneration or other benefit may be paid or given by the Company to any Director except:

- (a) for the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Director where the amount does not exceed an amount previously approved by a resolution of the Directors;
- (b) for any service rendered to the Company in a professional or technical capacity, where the terms of service are on reasonable commercial terms and have been previously approved by a resolution of the Directors; or
- (c) as an employee of the Company, where the terms of employment are on reasonable commercial terms and have been previously approved by a resolution of the Directors.

#### **4.5 Conflict of Interest Resolution**

At any meeting of the Directors at which a resolution is put for approval of a payment to be made pursuant to clause 4.4 (**conflict of interest resolution**) or at any general meeting considering a conflict of interest resolution, the Director who is the object of the conflict of interest resolution and any other Director or Member who is related to that Director is not entitled to:

- (a) be heard in discussion on the conflict of interest resolution;
- (b) propose or second the conflict of interest resolution;
- (c) vote on the conflict of interest resolution;
- (d) be present at the meeting when the conflict of interest resolution is put to the vote.

#### **4.6 Local or affiliated branch**

Where any local or affiliated branch or section of the Company is unable to make any lawful appeal for support for that local or affiliated branch or



section or for its objects, as distinct from an appeal for support for the central body or the objects of the central body, no money or property of any kind may be paid or transferred to the local or affiliated branch or section by the Company or by any other local or affiliated branch or section of the Company, as the case may be, or be used for the purposes of the local or affiliated branch or section first mentioned.

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## **5. USE OF PROPERTY ON WINDING UP**

### **5.1 Surplus**

If on the winding up or dissolution of the Company after the satisfaction of all its debts and liabilities, any property remains (**surplus**), the surplus must not be paid or distributed among the Members.

### **5.2 Transfer of Surplus**

The surplus must be given or transferred to an institution, body, entity, or organisation (**Transferee Entity**):

- (a) having objects similar to the Objects of the Company and which is endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA; and
- (b) whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clauses 4 and 5.

### **5.3 Choice of Transferee**

The Transferee Entity must be chosen by the Directors (as the Directors were constituted at the commencement of the winding up). If the Directors do not choose a Transferee Entity within a reasonable time, any Member at the commencement of the winding up or the liquidator may apply to the South Australian Courts to choose the Transferee Entity.

### **5.4 Research Account Funds**

If on the winding up or dissolution of the Company there remains any surplus remaining in the Research Account the surplus is to be given or transferred to another research fund of an organisation which has been accepted as an Approved Research Institute in accordance with the rules of the Australian Taxation Office. In such an instance the funds, authorities, or institutions referred to in this clause shall be determined by the Directors of the Company (at or before the time of dissolution), with preference given to funds, authorities or institutions with objectives similar to that of the Company.

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## **6. FUNDRAISING**

### **6.1 Fundraising and Receipts**

- (a) The funds of the association are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the association in general meeting, such other source as the Board determines.
- (b) All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association's bank account
- (c) The association must, as soon as practicable after receiving any money, issues an appropriate receipt

## **6.2 Fundraising Authority**

If the Company holds an authority to fundraise under any relevant legislation in the jurisdiction in which the Company was formed, no addition, alteration or amendment may be made to clauses 4 or 5 without the prior written approval of the person responsible for the administration of that relevant legislation in that jurisdiction.

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## **7. MEMBERS**

### **7.1 General**

The Members consist of:

- (a) members of the Company as at the date this Constitution is adopted as the Constitution of the Company; and
- (b) all other persons admitted to membership in accordance with this Constitution.

### **7.2 Classes of Members**

The Board may from time to time establish such categories of membership and may make appropriate provisions for the granting of such membership and the conditions of such membership.

### **7.3 Membership qualifications**

A person cannot become a Member of the Company unless the person:

- (a) applies to become a Member in the form and manner prescribed by the Board from time to time; and
- (b) is over 18 years of age; or
- (c) is under 18 years of age and has provided the Company with written consent from his or her guardian/parent to make an application to become a Member and that same guardian/parent makes the application for membership on behalf of the applying person who is under 18 years of age.

### **7.4 Admitting Members**

No applicant may be admitted to Membership and have their name entered in the Register unless the applicant agrees in writing or in equivalent digital format, to be bound by this Constitution and has paid the Entrance Fee, in accordance with requirements corresponding to level of membership. No Entrance Fee is payable by the Members that are members of the Company as at the date this Constitution is adopted as the Constitution of the Company.

### **7.5 Discretion to admit**

- (a) The Board must under all reasonable circumstances consider the application for membership at the next meeting of the Board after the receipt of the application for membership.
- (b) The Board may refuse to admit any person as a Member. If the Board refuses to admit a person as a Member, the Board is not obliged to give reasons for so refusing.
- (c) Any person who is refused membership of the Company may appeal to a general meeting of the members of the Company concerned for the purpose of determining that appeal at the next general meeting of the Company held in accordance with the Constitution.

## **7.6 Delegation**

The Directors may at any time delegate, on such terms as they think fit, to such persons as they may determine, the power to:

- (a) admit persons as Members;
- (b) re-admit such persons;
- (c) refuse applications for Membership.

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## **8. FEES TO BE PAID BY MEMBERS**

### **8.1 Entrance Fee**

The Entrance Fee payable by Members is such amount as determined by the Company in general meeting from time to time.

### **8.2 Annual Subscription**

- (a) The Annual Subscription payable by Members is such amount as determined by the Company in general meeting from time to time.
- (b) All Annual Subscriptions will provide membership for 12 months from the date of payment being processed.

### **8.3 Waiver**

The Board may at any time fix at different rates, suspend or waive payment of the Entrance Fee or Annual Subscription in favour of any Member.

### **8.4 Annual Subscription in arrears**

If any Member fails to pay his or her Annual Subscription within 1 month of the date determined by the Directors, that Member is not entitled, while the subscription remains due and unpaid, to:

- (a) nominate a Member as a candidate for election to the office of Director;
- (b) vote in any ballot;
- (c) receive notices of meetings of Members; or
- (d) attend, be counted in forming a quorum for, exercise any vote at, or be a proxy or Corporate Representative for any Member for, any general meeting.

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## **9. RIGHTS OF MEMBERS**

### **9.1 Members**

Members are entitled to all the rights of Members under this Constitution.

### **9.2 No joint Members**

Joint Memberships of the Company are not permitted.

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## **10. CESSATION OF MEMBERSHIP**

### **10.1 Cessation**

A person ceases to be a Member of the Company if the person:

- (a) dies;

- (b) resigns that Membership;
- (c) fails to pay that person's Annual Subscription within six months from the date determined by the Directors pursuant to clause 8.4;
- (d) is expelled from the Company under this Constitution; or
- (e) is a person whose actions in the opinion of the Directors brings the Company into serious disrepute.

#### **10.2 Appointment as Member not transferable**

A right, privilege or obligation which a person has by reason of being a Member of the Company:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's Membership.

#### **10.3 Resignation**

A Member of the Company may not resign that Membership except in accordance with this clause. A Member of the Company who has paid all amounts payable by the Member to the Company in respect of the Member's Membership may resign that Membership by first giving notice in writing of such resignation.

## **11. DISCIPLINE OF MEMBERS**

### **11.1 Initial resolution of Directors**

Where the Directors are of the opinion that a Member of the Company:

- (a) has refused or neglected to comply with a provision of the Constitution; or
- (b) has acted in a manner prejudicial to the reputation or interests of the Company,

the Directors may, by Ordinary Resolution (**Initial Resolution**):

- (i) reprimand the Member;
- (ii) suspend the Member from Membership of the Company for a specified period; or
- (iii) expel the Member from the Company.

### **11.2 Suspended operation**

An Initial Resolution is of no effect unless it is confirmed at a meeting of the Directors in accordance with the following clauses. For that purpose, the meeting of Directors must be held not earlier than 7 days and not later than 21 days after service on the Member of a notice under the clause 11.3.

### **11.3 Notice to Member**

The Secretary must, as soon as practicable following the passing of the Initial Resolution, cause a notice in writing to be served on the Member. The notice must:

- (a) set out the Initial Resolution and the grounds on which it is based;
- (b) state that the Member may personally address the Directors in relation to the Initial Resolution at a meeting of the Directors to be held not earlier than 7 days and not later than 21 days after service of the notice;

- (c) state the date, place and time of that meeting of the Directors; and
- (d) inform the Member that the Member may submit to the Directors at or prior to the date of that meeting a written representation relating to that resolution and speak to the representation.

#### **11.4 Confirming resolution of Directors**

At a meeting of the Directors held as referred to in the preceding clause, the Directors must:

- (a) give to the Member an opportunity to speak to the written representation;
- (b) give due consideration to any written representation submitted to the Directors by the Member at or prior to the meeting; and
- (c) by Ordinary Resolution (**Confirming Resolution**) confirm, vary or revoke the Initial Resolution.

#### **11.5 Immediate or suspended effect**

The Confirming Resolution may take effect immediately, after any period of time or only on conditions specified in the Confirming Resolution.

#### **11.6 Right of appeal**

There is no right of appeal against the Confirming Resolution of the Directors.

#### **11.7 Notice to a Member**

The Secretary must, within 7 days of the passing of the Confirming Resolution, by notice in writing, inform the Member of the fact and that there is no right of appeal under the Constitution.

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## **12. REGISTER OF MEMBERS**

The Secretary must maintain at the Company's offices a Register of Members containing the following details of each Member:

- (a) full name;
- (b) residential or postal address;
- (c) Annual Subscription (if any); and
- (d) date on which the entry of the Member's name in the Register is made.

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## **13. MEETINGS OF MEMBERS**

### **13.1 Calling of meetings**

The Directors may call a general meeting.

### **13.2 Requisition of meetings**

Except as provided in the Act, no Member may call a general meeting.

### **13.3 Notice of meeting**

Every notice of a general meeting must:

- (a) set out the place, date and time of meeting;

- (b) in the case of special business, state the general nature of the business;
- (c) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and state the resolution;
- (d) in the case of an election of Directors, give the names of the candidates for election;
- (e) contain a statement setting out the following in relation to proxy voting:
  - (i) that the Member has a right to appoint a proxy; and
  - (ii) that a proxy does not need to be a Member.

#### **13.4 Entitlement to notice**

Notice of a general meeting must be given to:

- (a) each Member, apart from any Member who under this Constitution or by the terms of issue of any Membership is not entitled to the notice;
- (b) the auditor of the Company; and
- (c) each Director.

#### **13.5 Notice period**

Notice of a general meeting must be given in accordance with section 249H of the Act.

#### **13.6 Proxy Voting by Members**

A Member may appoint a proxy to attend and vote at any meeting at which the Member is entitled to attend and vote. To be valid, a proxy appointment must be in writing and delivered to the place nominated by the Directors in the notice of meeting (or, if no place is nominated, the Registered Office) at least 48 hours before the scheduled commencement of the meeting. A proxy appointment may be delivered by facsimile transmission.

#### **13.7 Omission to give notice**

The accidental omission to give notice of a general meeting to, or the non-receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed at, any such meeting.

#### **13.8 Consent to short notice**

With the consent in writing of all the Members of the Company for the time being entitled to vote at a general meeting, any general meeting may be called on short notice and in any manner they think fit and all provisions of this Constitution are modified accordingly.

#### **13.9 Cancellation or postponement of meeting**

The Directors may cancel or postpone the holding of any general meeting. If the meeting was called by requisitioning Members or in response to a requisition by Members, the Directors may only cancel or postpone the holding of it with the consent of a majority of the requisitioning Members.

#### **13.10 Notice of cancellation or postponement**

The Directors may notify the Members of a cancellation or postponement of a meeting by such means as they see fit. If any meeting is postponed for 28 days or more, then no less than 5 days' notice must be sent to the

Members of the postponed meeting. It is not necessary to specify in such notice the nature of the business to be transacted at the postponed meeting.

#### **13.11 Venue**

Despite any other rule, the Company may hold a general meeting of Members at two or more venues using technology that gives the Members as a whole a reasonable opportunity to participate in the meeting.

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### **14. REPRESENTATION AT MEETINGS**

#### **14.1 Persons entitled to attend**

The following persons only may attend a general meeting:

- (a) each Member, apart from any Member who under this Constitution or by the terms of issue of any Membership is not entitled to attend;
- (b) each Director, Secretary and auditor of the Company;
- (c) each person, whether a Member or not, who is a proxy, Corporate Representative or attorney of a Member;
- (d) other persons only with leave of the meeting or its chairman and then only while the leave has not been revoked in accordance with the terms of the leave.

#### **14.2 Powers of the chairman**

The right of a person to attend is subject to the powers of the chairman of the meeting, both at Act and under this Constitution.

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### **15. PROCEEDINGS AT MEETINGS OF MEMBERS**

#### **15.1 Quorum**

No business may be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. A quorum of Members is double the number of Directors plus one, except as provided in clause 15.2. If the Company has fewer Members than double the number of Directors plus one, then the number corresponding to the simple majority of Directors shall be a quorum.

#### **15.2 Failure of quorum**

If a quorum is not present within 15 minutes from the time appointed for a general meeting:

- (a) where the meeting was called by, or in response to, the requisition of Members made under the Act, the meeting is dissolved; or
- (b) in any other case the meeting stands adjourned to such day, and at such time and place, as the Directors determine.
- (c) If no determination of an adjourned meeting is made by the Directors, the meeting stands adjourned to the same day in the second week following, at the same time and place. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, 3 Members constitute a quorum, or where 3 Members are not present, the meeting is dissolved.

#### **15.3 Business of annual general meeting**

The business of an annual general meeting is:

- (a) to receive the Company's financial report, the director's report and the auditor's report on the financial statements;
- (b) to elect Directors in the place of those retiring; and
- (c) to transact any other business which under this Constitution or the Act ought to be transacted at an annual general meeting.

#### **15.4 Report on Company's activities**

The Board must at each general meeting in addition to the matters in clause 15.3, submit to the Members a report on the activities of the Company in the period since the previous general meeting.

#### **15.5 Frequency of Annual General Meeting**

The Company must hold an annual general meeting at least once every calendar year and within five months after the end of its financial year.

#### **15.6 Special business**

No special business may be transacted at any general meeting other than that stated in the notice calling the meeting unless it is a matter that is required by this Constitution or the Act to be transacted at the meeting.

#### **15.7 Chairman of meeting**

The Chairman, or in the Chairman's absence the deputy chairman of the Directors (if any), is entitled to take the chair at each general meeting. If neither of those persons is present at any general meeting within 15 minutes after the time appointed for holding the meeting, or neither of them is willing to take the chair, the Members present must elect a person, whether a Member or not, to be chairman of the meeting.

#### **15.8 Passing the chair**

If the chairman of a general meeting is unwilling or unable to be the chairman for any part of the business of the meeting:

- (a) that chairman may withdraw as chairman for that part of the business and may nominate any person who would be entitled under the preceding clause to chair the meeting for that part of the business; and
- (b) after that part of the business is completed, the person so nominated must cease to chair the meeting upon the request of the prior chairman. The prior chairman is then entitled to resume as the chairman of the meeting.

#### **15.9 Responsibilities of chairman**

The chairman of a general meeting is responsible for the general conduct of the meeting and to ascertain the sense of the meeting concerning any item of business which is properly before the meeting. For these purposes the chairman of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) make, vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;
- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the consent of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.



### **15.10 Admission to meetings**

The chairman of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:

- (a) in possession of a pictorial-recording or sound-recording device;
- (b) in possession of a placard or banner;
- (c) in possession of an article considered by the chairman to be dangerous, offensive or liable to cause disruption;
- (d) who refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (e) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) who is not entitled under this Constitution to attend the meeting.

### **15.11 Adjournment of meeting**

The chairman of a general meeting at which a quorum is present may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place as the chairman determines.

### **15.12 Business at adjourned meeting**

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of an adjournment, or of the business to be transacted at an adjourned meeting. However if any meeting is adjourned for 10 business days or more, notice of the adjourned meeting must be given.

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## **16. VOTING AT MEETINGS OF MEMBERS**

### **16.1 Entitlement to vote**

Subject to this Constitution and the terms of issue of any Membership, each natural person who is present at a general meeting may vote if he or she is a Member, or an attorney, proxy or Corporate Representative of a Member.

### **16.2 Number of votes**

Each Member who is, under the preceding clause, entitled to vote has:

- (a) on a show of hands (or on the voices) only one vote; and
- (b) on a poll, one vote.

### **16.3 Voting restrictions**

If permitted or contemplated by the Act or this Constitution, the Directors may direct that particular persons (whether specified by name or description) do not cast a vote on particular business of a meeting. In relation to that business, votes cast by the prohibited persons are to be disregarded.

### **16.4 Method of voting**

Every resolution put to a vote at a general meeting (except where there is an election of Directors by ballot) must be determined by the voices or a show of hands (as determined by the chairman of the meeting) unless a poll is properly demanded either before or on the declaration of the result of the voices or the show of hands.

### **16.5 Demand for poll**

A demand for a poll under the preceding clause may be made by:

- (a) the chairman of the meeting; or
- (b) at least 5 persons present having the right to vote at the meeting.

### **16.6 Declaring result of vote on show of hands**

In respect of any general meeting (unless a poll is so demanded):

- (a) a declaration by the chairman of the meeting that a resolution has been carried, or carried by a particular majority, or lost, or has not been carried by a particular majority; and
- (b) an entry made in the book containing the minutes of proceedings of the Company,
- (c) is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

### **16.7 Conduct of poll**

The demand for a poll may be withdrawn. If a poll is duly demanded (and the demand not withdrawn) it must be taken in such manner and at such time (either at once or after an interval or adjournment or otherwise) as the chairman of the meeting directs. The result of the poll is the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairman or on any question of adjournment must be taken at the meeting and without an adjournment. The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

### **16.8 Casting vote of chairman**

If, on a show of hands or on a poll, the votes are equal the chairman of the meeting has a casting vote in addition to the deliberative vote, if any, of the chairman.

### **16.9 Objections**

No objection may be made to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote is tendered. Every vote allowed at any such meeting or poll is treated as valid. In recording votes the latest copy of the Register held in the Registered Office must be adopted and acted on as the voting roll.

### **16.10 Ruling on votes**

The chairman of the meeting is the sole judge of the validity of every vote tendered at the meeting and the determination of the chairman is final and conclusive.

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## **17. APPOINTMENT AND REMOVAL OF BOARD OF DIRECTORS**

### **17.1 Board of Directors**

The Board comprises at least 3 and not more than 10 Directors or such other number as the Board may determine from time to time. The number of Directors on the Board as agreed by the Board does not define the number of positions that must be filled at any time. Thereby the loss of a Director does not require the immediate or ultimate replacement of that Director by a new Director.

### **17.2 Directors qualification**

A Director must be a Member or be admitted as a Member within 28 days of his or her election as a Director.

### **17.3 Initial Directors**

The Directors holding office at the date of adoption of this Constitution continue in office subject to this Constitution, with their retirement determined under clauses 17.5 or 17.6.

### **17.4 Casual appointment**

The Directors may at any time appoint any person as a Director, either to fill a casual vacancy or as an addition to the Directors. Until that person is re-elected at a general meeting, that Director is a "casual appointee".

### **17.5 Retirement of casual appointee**

A casual appointee, following his or her appointment by the Directors, holds office only until the conclusion of the next annual general meeting and is then eligible for re-election. A casual appointee is not taken into account in determining the number of Directors, if any, who are to retire by rotation at such meeting.

### **17.6 Retirement by rotation**

- (a) At the conclusion of every annual general meeting, one-third of the Directors (rounded up to the next integer) must retire from office. The Directors who have served longest since they were last elected must retire first. If there are equally serving Directors, those equally serving Directors may, among themselves, agree who is to retire by rotation. If those Directors are unable to decide, the Directors to retire by rotation will be chosen by drawing lots.
- (b) A Director who is required to retire under this rule retains office until dissolution of adjournment of the meeting at which the retiring Director retires.
- (c) A retiring Director is eligible for re-election provided that a retiring non-executive Director is not eligible for re-election if that Director has served five successive three year terms.

### **17.7 Deemed re-appointment**

If there are fewer persons standing for election or re-election than vacancies, all persons are deemed to be elected without the need for an actual election.

### **17.8 Candidates requiring nomination**

No person is eligible for election to the office of Director at any general meeting unless duly nominated, except for:

- (a) a Director retiring by rotation;
- (b) a casual appointee; or
- (c) a person recommended by the Directors for election.

### **17.9 Valid nominations**

Nominations must be made to the Secretary at the Registered Office. Nominations close at 5.00 pm local time on the day which is 21 days before the date for the holding of the meeting. For a nomination to be valid:

- (a) the nomination must name the candidate and be signed by not less than 2 Members;
- (b) the person nominated must consent to act if elected; and
- (c) the nomination and consent must be received before the close of nominations.

(d) A consent is sufficient if the person signs a form of consent on the nomination paper. The Secretary may accept any other form of consent, whether or not accompanied by the nomination paper, that the Secretary deems satisfactory, and such acceptance is final.

(e) the person nominated must complete a nomination form.

#### **17.10 Resignation of Director**

Any Director may retire from office by giving notice in writing to the Company of the Director's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time. However the resignation must take effect within 3 months from the date of the giving of the notice.

#### **17.11 Vacation of office**

In addition to the circumstances in which the office of Director becomes vacant by virtue of the Act or other provisions of this Constitution, the office of Director is vacated automatically if the Director:

- (a) becomes mentally incapable or the Director's estate is liable to be dealt with in any way under the law relating to mental health; or
- (b) is absent from more than 3 consecutive meetings of Directors without the prior leave of the Directors.

#### **17.12 Less than minimum number of Directors**

The continuing Directors may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with this Constitution, the Directors may act only:

- (a) to appoint Directors up to that minimum number;
- (b) to call a general meeting; or
- (c) in emergencies.

#### **17.13 Power to appoint alternate Director**

Each Director may at any time appoint any Member approved for that purpose by a majority of his or her co-Directors to act as an alternate Director in the appointor's place.

#### **17.14 Suspension of appointment**

The appointor may vary, suspend, or terminate the appointment of any alternate.

#### **17.15 Notice of appointment**

Notice of each such appointment, suspension or termination must be made in writing to the alternate, signed by the appointor, and a copy served on the Company.

#### **17.16 Termination of alternate's appointment**

The appointment of an alternate Director is automatically terminated if:

- (a) the alternate resigns such appointment;
- (b) the appointment of the alternate is terminated by the appointor;
- (c) a majority of the co-Directors of the appointor withdraw the approval of the person to act as an alternate;
- (d) the appointment is to act as alternate for 1 or more Directors and all of those named Directors have vacated office as Directors; or

- (e) on the happening of any event which, if the alternate were a Director, would cause the alternate to vacate the office of Director.

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## **18. APPOINTMENT AND REMOVAL OF OFFICE BEARERS**

- (a) The Directors must elect from among their number a Chairman and Vice Chairman of their meetings and may determine the period for which each is to hold office.
- (b) Where a Directors' meeting is held and a chairman has not been elected or the Chairman or in his absence, the Vice-Chairman is not present within 10 minutes after the time appointed for holding of the Directors' meeting or is unwilling to act, the Directors present must elect one of their number to be a chairman of the Directors' meeting.
- (c) The Directors may elect from among their number a treasurer, secretary and such other officers as determined by the Directors from time to time and may determine the period for which each is to hold office.

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## **19. CEO**

### **19.1 Appointment of CEO**

The Board may at any time:

- (a) appoint 1 or more of their body to perform the role of CEO or to some other executive office of the Company to carry out the day to day management and operations of the Company;
- (b) define, limit and restrict that person's powers and fix that person's remuneration and duties for the performance of their services as an executive only (and not for their role as a Director);
- (c) subject to the provisions of any contract between that person and the Company, vary any of the powers so conferred; and
- (d) remove that person from an executive position and appoint another in that person's place.

### **19.2 Acting CEO**

If a CEO becomes at any time in any way through sickness, accident, infirmity or through extended leave incapable of acting as such, the Directors may appoint any other Director to act temporarily as CEO.

### **19.3 Remuneration**

No Director (with the exception of the CEO as provided for in rule 19.1) is entitled to any remuneration for services to the Company as a Director.

### **19.4 Expenses of Directors**

Subject to this Constitution, each Director is entitled to be paid expenses incurred by the Director in the course of the Director's duties as a Director.

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## **20. PROCEEDINGS OF DIRECTORS**

### **20.1 Number of Board meetings**

At least 6 Board meetings must be held in each financial year. At least 1 Board meeting must be held in every period of 3 consecutive months.

## **20.2 Mode of meeting**

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit. The Directors may conduct their meetings in person, by telephone, audio visual link or by using any other technology consented to by all Directors. A consent may be a standing one. A meeting conducted by telephone or other means of communications is considered to be held at the place agreed on by the Directors attending the meeting if at least one of the Directors present at the meeting was at that place for the duration of the meeting.

## **20.3 Quorum**

A quorum of the Board comprises the majority of the total number of Directors or such greater number fixed by the Directors.

## **20.4 Chairman calling a meeting**

The Chairman may at any time call a meeting of the Directors to be held at such time and place as the Chairman chooses.

## **20.5 Secretary calling a meeting**

The Secretary, upon the request of any other Director, must call a meeting of the Directors to be held at such time and place as is convenient to the Directors.

## **20.6 Notice of meeting**

Notice of each meeting of the Directors:

- (a) may be given by such means as is convenient, including by telephone or electronic transmission; and
- (b) must be given to all Eligible Directors.

## **20.7 Recipients of notice**

- (a) For the purposes of the preceding clause:
- (b) **Eligible Directors** are all Directors and Eligible Alternate Directors for the time being and excluding those given leave of absence;
- (c) the accidental omission to give notice of any meeting of the Directors to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at any such meeting.

## **20.8 Appointment of chairman**

If:

- (a) no Chairman is elected; or
- (b) at any meeting of the Directors the Chairman is not present within 15 minutes of the time appointed for holding the meeting,
- (c) the Directors present must choose one of their number to be chairman of such meeting.

## **20.9 Votes of Directors**

Questions arising at any meeting of the Directors must be decided by a majority of votes cast. Each Director has one vote. A person who is an alternate Director is entitled (in addition to his or her own vote if a Director) to one vote on behalf of each Director whom the alternate Director represents (as an alternate Director at the meeting). The alternate Director may only vote if the Director is not personally present. If there is an equality of votes, provided more than three Directors present

are competent to vote on the question at issue but not otherwise, the Chairman has a second or casting vote.

#### **20.10 Circular resolution of Directors**

If a majority of Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the Directors held on the day on which the document was signed. If the Directors sign the documents on different days, then a resolution is treated as having been passed on the day on which the document was last signed by a Director thereby constituting a majority in number of the Eligible Directors. A resolution is not treated as passed on that day if the document, by its terms, is said to take effect from an earlier date.

#### **20.11 Signing of circular resolution**

For the purposes of the preceding clause:

- (a) the **Eligible Directors** are all Directors for the time being but excluding:
  - (i) all alternate Directors; and
  - (ii) those who, at a meeting of Directors, would not be entitled to vote on the resolution;
- (b) each Director, other than one not entitled to vote on the resolution, may sign the document;
- (c) if a person who is not entitled to vote on the resolution signs the document, it does not invalidate the resolution if it is otherwise valid;
- (d) each alternate Director may sign the document on behalf of each Director whom the alternate Director represents (appointor) if:
  - (i) the alternate Director reasonably believes that the appointor is unavailable to sign the document; and
  - (ii) the appointor has not suspended the appointment of the alternate Director.

An alternate Director may sign even if the available appointor could not have voted on the resolution. An alternate Director who represents more than 1 Director may sign as many times accordingly;

- (e) an electronic transmission purporting to be signed by a Director or alternate Director is treated as being in writing signed by such person; and
- (f) 2 or more separate documents containing statements in identical terms each of which is signed by one or more Directors are together treated as constituting one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

#### **20.12 Deemed minute**

The document or documents referred to in the two preceding clauses are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

#### **20.13 Validity of acts of Directors**

All acts done in respect of any meeting of:

- (a) the Directors; or

- (b) a committee of Directors; or
- (c) other persons or by any person acting as a Director; or
- (d) any person purporting to act as an attorney under power of the Company,
- (e) are, despite the fact that later it is discovered that there was some defect in the appointment or continuance in office of such Director, person or attorney so acting or that they or any of them were disqualified or were not entitled to vote, as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or attorney and was entitled to vote.

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## **21. DIRECTOR'S CONTRACTS WITH COMPANY**

### **21.1 Director's contracts and conflicts of interest**

In relation to Director's contracts and conflicts of interest, but subject at all times to clause 4:

- (a) despite any rule of law or equity to the contrary, no Director is disqualified by that office from contracting with the Company;
- (b) no Director (other than the CEO) may be an employee of the Company;
- (c) any such contract, or any contract entered into by or on behalf of the Company in which any Director is in any way interested, is not avoided;
- (d) any Director so contracting or being so interested is not liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established;
- (e) the nature of the Director's interests must be disclosed by that Director at the meeting of the Directors at which the contract is decided on if that interest then exists and has not previously been disclosed. In any other case at the first meeting of the Directors after the acquisition of those interests; and
- (f) a Director may not vote in that capacity in respect of any contract or arrangements in which the Director is interested if prohibited by the Act from doing so. However, such Director may, despite that interest, participate in the execution of any instrument by or on behalf of the Company, whether through signing or sealing it or otherwise.

### **21.2 Requirement to leave the meeting**

Despite anything in the preceding clause, a Director's entitlement to vote, or be present, at a meeting of the Directors of any Director who has a material personal interest in a matter that is being considered at the meeting is restricted in accordance with section 195 of the Act (and every other mandatory law) as it may apply from time to time to the Company.

### **21.3 Notice of interest**

A general notice given to the Directors by any Director in accordance with section 192 of the Act and to the effect that he or she:

- (a) is an officer or a member of, or interested in, any specified firm or body corporate; and



- (b) is to be regarded as interested in all transactions with such firm or body,
- (c) is sufficient disclosure as required by the Act as regards such Director and those transactions. After such general notice it is not necessary for such Director to give any special notice relating to any transaction with such firm or body.

#### **21.4 Office in another company**

- (a) A Director of the Company may be, or become, a director or other officer of, or otherwise interested in, any body corporate promoted by the Company or in which the Company may be interested, or which holds any Membership in the Company.
- (b) No such Director is accountable to the Company for any remuneration or other benefits received by him or her as a Director or officer of, or from his or her interest in, such body corporate.
- (c) The Directors may exercise the voting power conferred by the shares or owned by the Company, or exercisable by them as Directors of such other body corporate in such manner in all respects as they think fit. This includes the exercise of that voting power in favour of any resolution appointing themselves, or any of them as Directors or other officers of such body corporate. Any Director may vote in favour of the exercise of such voting power in that manner despite the fact that he or she may be, or be about to be, appointed a Director or other officer of such corporation and as such is, or may become, interested in the exercise of such voting power in that manner.

#### **21.5 Director of wholly owned subsidiary**

If a Director is or becomes a director of a wholly owned subsidiary of the Company, and the constitution of that subsidiary expressly authorises the director to act in the best interests of the Company that Director is taken to be acting in the best interests of the wholly owned subsidiary when he acts in good faith in the best interests of the Company.

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## **22. POWERS AND DUTIES OF DIRECTORS**

### **22.1 Powers generally**

Subject to the Act and to any other provisions of this Constitution, the management and control of the Company and of the business and affairs of the Company is vested in the Directors who may exercise all such powers of the Company and do all such acts or things not expressly required by this Constitution or by the Act to be exercised or done by a general meeting. No clause adopted or resolution passed by a general meeting invalidates any prior act of the Directors which would have been valid if that clause or resolution had not been adopted or passed.

### **22.2 Borrowing**

The Directors have the power to raise or borrow any sum of money and to secure the payment or repayment of such money and any other obligation or liability of the Company in such manner and on such terms as they think fit. This includes:

- (a) upon the security of any mortgage; or
- (b) by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both

present and future) including its goodwill and undertaking for the time being; or

- (c) upon bills of exchange, promissory notes or other obligations or otherwise.

### **22.3 Execution of negotiable instruments**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Directors at any time determine.

### **22.4 Appointment of attorney**

The Directors may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may:

- (a) contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit; and
- (b) authorise any such attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

### **22.5 Delegation**

The Directors may at any time confer upon any Director, or such other person as they may select, such of the powers exercisable under the Constitution by the Directors for such time as they may think fit and to be exercised for such objects and purposes and upon such terms and with such restrictions as they think expedient. They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect. They may at any time revoke, withdraw, alter or vary all or any of such powers.

### **22.6 Validity of acts**

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing which but for such omission would have been valid.

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## **23. PATRON**

The Board may from time to time appoint one or more patron(s) to represent the Company and promote the Objects of the Company throughout the community.

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## **24. COMMITTEES**

### **24.1 Delegation to committee**

The Directors may:

- (a) delegate any of their powers to committees consisting of such one or more persons, whether Directors or not, as they think fit; and

- (b) establish advisory committees (or other committees not having delegated power of Directors) consisting of such person or persons as they think fit.

#### **24.2 Committee powers**

Any committee so formed or person or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the Directors.

#### **24.3 Committee meetings**

- (a) The meetings and proceedings of any committee, consisting of 2 or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Directors so far as those provisions are applicable and not affected by any resolution or regulation made by the Directors under the preceding clause.
- (b) A committee in the exercise of the powers delegated by the Directors must conform to any regulations imposed by the Directors provided that they are consistent with Australian Tax Office and other requirements for attaining and maintaining Approved Research Institute status.

#### **24.4 Committee Members as officers**

Each person appointed to a committee under clause 24.1(a), if not otherwise an officer of the Company, is, when exercising the powers so delegated or functions entrusted, an officer of the Company.

#### **24.5 Research Committee**

- (a) A Research Committee (**Research Committee**) shall be formed to determine the Company's research priorities and to control and have sole jurisdiction over the application of the funds in the Research Account. The Research Committee shall consist of a minimum of five members, including a majority with a relevant scientific background, and including two or more Directors and other appropriately qualified persons selected by the Directors.
- (b) If approved as an Approved Research Institute for taxation Deductible Gift Recipient purposes, any changes proposed to the Research Committee membership will be subject to approval by the approval authority.
- (c) As an Approved Research Institute, the results of any research undertaken will be published in the scientific and technical press. Any Australian patents issued in the course of such research will be made available to all interested parties, on equal terms.
- (d) The Commissioner of Taxation will be notified of any changes to the organisation's constitution that may affect its eligibility for Approved Research Institute endorsement.

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## **25. MINUTES**

If any minutes of a general meeting or of the Directors are signed by any person purporting to be either the chairman of such meeting, or the chairman of the next succeeding meeting, those minutes must be received in evidence without any further proof that the matters and things recorded by or appearing in such minutes actually took place or happened at a meeting duly called and held.

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## 26. ACCOUNTS

- (a) The Company must keep proper books of account (which may include computer records) of the Company at its principal office and entries made of all such matters, transactions and things which are usually entered in books of accounts kept by entities engaged in concerns of a similar nature.
- (b) The Company must in accordance with the Act and any State or Territory legislation applicable to registration of charities, or charitable fundraising arrange for the accounts to be audited in accordance with the Act and the applicable State or Territory legislation.

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## 27. NOTICES

### 27.1 Service of notices

Where this Constitution, the Act or other legislation require or permit a document to be served on, given, sent or dispatched to, any person, whether any such expression or any other expression is used (in this clause referred to as "**served**"), the document may be served on the person:

- (a) by delivering it to the person personally;
- (b) by dispatching it, whether by post, contractor, agent, electronic means or otherwise, to:
  - (i) the address of the place of residence; or
  - (ii) business of the person last known to the person serving the document;
  - (iii) in the case of transmission by electronic mail, to the electronic mail address of the Member entered in the Register; or
  - (iv) in the case of a Member, to the address of the Member entered in the Register,

the document, by such dispatch, is regarded as left at that address; or

- (c) subject to the Act, by publication in a newspaper circulating generally in the State in which the Registered Office is located.

### 27.2 Date of deemed service

A document served under clause 27.1 is treated as having been duly served, regardless of whether it is actually received:

- (a) where clause 27.1(b) applies - on the day following the day when dispatch occurred (unless it is sent by electronic mail then on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5.00pm on a business day, otherwise on the next business day. This method of service is effective only if the electronic report received by the sender states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender); and
- (b) where clause 27.1(c) applies - on the day the newspaper is first published.

### 27.3 **Counting of days**

Subject to the Act, where a specified number of days' notice or notice extending over any period is required to be given, both the day of service and the day upon which such notice will expire are included in such number of days or other period.

### 27.4 **Service on Company or its officers**

Every document required to be served upon the Company or upon any officer of the Company may be served by leaving it at the Registered Office.

### 27.5 **Signature**

The signature to any document to be given by the Company may be written, printed or stamped.

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## 28. **INDEMNITY**

### 28.1 **Indemnity for officers**

To the extent that the Act allows it, each Officer of the Company and each Officer of a related body corporate of the Company, must be indemnified by the Company against any liability incurred by that person in that capacity.

### 28.2 **Insurance premiums**

The Company may at any time pay premiums in respect of a contract insuring a person (whether with others or not) who is an Officer of the Company against a liability incurred by the person as such an Officer, or as an officer of a related body corporate. The liability insured against may not include that which the Act prohibits. Any such premium in relation to a Director is in addition to, and not regarded as part of, the remuneration approved by Members under this Constitution.

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## 29. **SUBMISSIONS TO JURISDICTION**

Each member submits to the non-exclusive jurisdiction of the Courts of South Australia and the Federal Court of Australia and the Courts which may hear appeals from those Courts.

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## 30. **DEFINITIONS AND INTERPRETATION**

### 30.1 **Definitions**

In the construction of this Constitution, unless the contrary intention appears:

**Act** means the Corporations Act 2001 as it applies to the Company for the time being;

**Annual Subscription** means the amount determined by the Board from time to time;

**Board** means the Board of Directors of the Company from time to time;

**Chairman** means the chairman of the Board appointed at clause 18 from time to time ;

**Chief Executive Officer** or **CEO** means the managing Director appointed pursuant to clause 19.1;

**Company** means the entity established by this constitution.

**Constitution** means this constitution;

**Corporate Representative** means a natural person appointed by a Member which is a body corporate to be that body's representative at specified general meetings;

**Directors** means the Directors of the Company in office for the time being, or a quorum of the Directors present at a Board meeting;

**Eligible Alternate Directors** means only those alternate Directors who an appointor has notified the Company in writing must receive, either generally or in particular circumstances, notification of the meetings of Directors and/or the Members;

**Entrance Fee** means the amount (if any) determined by the Board from time to time which is payable by a Member upon his election as such;

**general meeting** means a meeting of Members duly called and constituted in accordance with this Constitution and any adjourned holding of it;

**ITAA** means the Income Tax Assessment Act 1997 (Cth) as amended from time to time

**Member** means any person entered in the Register as a member for the time being of the Company;

**Membership** means membership of the Company;

**Objects of the Company** means the objects set out in clause 2;

**Officer** is defined in section 82A of the Act;

**Ordinary Resolution** means a resolution of a general meeting where more than one half of the total votes cast on the resolution are in favour of the resolution;

**Patron** means a person appointed as patron pursuant to clause 23;

**Register** means the written or digital Register of members of the Company kept under the Act and includes any branch Register;

**Registered Office** means the Registered Office for the time being of the Company;

**Research Account** means a bank account conducted by the Company into which shall be deposited all amounts received from donors where it has been represented to the donor that the donation will be tax deductible or where the donor has intimated that the donor will be seeking tax deduction.

**remuneration** includes, without limitation, salaries, wages, commissions, fees, rewards, allowances, bonuses, incentive schemes or profit sharing schemes;

**Secretary** means any person appointed to perform the duties of secretary of the Company and includes an assistant secretary or any person appointed to act as the secretary or assistant secretary temporarily;

**Special Resolution** means a resolution of a general meeting where at least 75% of the votes cast on the resolution are in favour of the resolution and which is passed in accordance with sections 249H and 249L of the Act.

### 30.2 Interpretation

In the construction of this Constitution:

- (a) headings are disregarded;

- (b) words importing persons include partnerships, associations, corporations, companies unincorporated and incorporated whether by Act of Parliament or otherwise, as well as individuals;
- (c) singular includes plural and vice versa and words importing any gender include all other genders;
- (d) except for the definitions in the preceding clause, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act; and
- (e) all references to statutory provisions are construed as references to any statutory modification or re-enactment for the time being in force.

### **30.3 Replaceable Rules**

The operation of each of the sub-sections of the Act which are defined as replaceable rules are displaced by this Constitution and do not apply to the Company.

**SIGNED as an agreement by the members on the dates appearing below each signature**

**Signed by:**

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**[PRINT NAME]                      SIGNATURE**

**Date:**

**Signed by:**

---

**[PRINT NAME]                      SIGNATURE**

**Date:**

**Signed by:**

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**[PRINT NAME]                      SIGNATURE**

**Date:**

**Signed by:**

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**[PRINT NAME]                      SIGNATURE**

**Date:**