

CONSTITUTION

of

AUCEA LTD

ACN 147 869 207

(a company limited by guarantee)

12 July 2011



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LAWYERS

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CONSTITUTION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this constitution the following definitions apply:

Act means the *Corporations Act (Cth) 2001*.

Annual General Meeting means the annual general meeting of the Members of the Company.

Associated University Member means for a Representative or Nominee, their employer University.

Board means the Board of Directors.

Business Day means any day on which trading banks are open for general banking business in the place where the action is to occur or notice is to be served.

Chair means the person holding that office under this Constitution and includes any assistant or acting chair.

Committee means a committee established in accordance with **clauses 11.1, 14.1 or 17**.

Company means AUCEA

Constitution means this Constitution as amended or supplemented from time to time.

Co-opted Director means a Director appointed to the Board by the Board pursuant to **rule 12**.

Director means any person holding the position of a director of the Company (including the Office Bearers, Ordinary Directors and Co-opted Directors)

Financial Year means the period commencing on 1 July in any calendar year to 30 June in the following calendar year (both inclusive).

Immediate Past Chair means the person who was Chair immediately prior to the current Chair.

Member means a member of the Company pursuant to **rule 4** (and **Membership** has the corresponding meaning)

Member's Guarantee Amount means the amount of \$1.00.

Membership Fee means the annual fees to be paid by the Members to the Company.

Nominee means a person as described in **rule 4.10**.

Objects means the objects of the Company as set out in **rule 2.1**.

Office Bearer means the Chair, Immediate Past Chair and Deputy Chair of the Company.

Ordinary Director means a Director who is not an Office Bearer and may include a reference to a Co-opted Director.

Register means the register of Members to be kept pursuant to the Act and **rule 4.3**.

Representative means a person as described in **rule 4.9**.

Secretary means the person appointed as the secretary of the Company under **rule 19.1**, and includes any assistant or acting secretary.

Special Resolution means, in relation to a resolution of Voting Members, a resolution approved by at least seventy-five per cent (75%) of the Voting Members Present entitled to vote on the resolution.

University Member means a university who is a Member of the Company in accordance with **rule 4.5(a)**.

1.2 Interpretation

In this constitution unless the context clearly indicates otherwise:

- (a) a reference to a rule or schedule means a rule or schedule of this constitution;
- (b) a reference to a person includes a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (c) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this constitution;
- (d) 'including' 'includes', 'in particular' and words to a similar effect are not words of limitation;
- (e) the words 'at any time' mean at any time and from time to time;

- (f) rule headings and the table of contents are inserted for convenience only and must not be used when interpreting this agreement;
- (g) a word that is derived from a defined word has a corresponding meaning;
- (h) monetary amounts (\$) are expressed in Australian dollars;
- (i) the singular includes the plural and vice-versa;
- (j) words importing one gender include all other genders;
- (k) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (l) a reference to a company includes its successors and permitted assigns;
- (m) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority, or failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (n) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision; and
- (o) neither this constitution nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

1.3 Application of the Act

- (a) This constitution is to be interpreted subject to the Act.
- (b) To the maximum extent permitted by the Act the rules that apply as replaceable rules to companies under the Act do not apply to the company.
- (c) Unless the contrary intention appears, an expression in a provision of this constitution that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act, and words that are defined in the Act have the same meaning in this Constitution.
- (d) Any amendment, alteration or addition to this constitution will only be effective if undertaken in accordance with the requirements in the Act.

2. THE COMPANY

2.1 Objects of the Company

- (a) The primary object of the Company is to lead and facilitate the development of best practice University-Community Engagement in Australia.
- (b) The supporting objects of the Company are to:
 - (i) Provide a national and an international forum for the development and promotion of university-community engagement;
 - (ii) Provide an inclusive forum for the discussion and development of university-community engagement, encouraging collaboration, innovation, the exchange of knowledge and the scholarship of engagement;
 - (iii) Promote scholarly practice and mutually beneficial engagement;
 - (iv) Foster awareness and build capacity in university-community engagement best practise;
 - (v) Facilitate collaborative research in university-community engagement within and beyond our organisation;
 - (vi) Promote the integration of engagement into curriculum and the student experience;
 - (vii) Promote the recognition of the scholarship of engagement as a valid pedagogy;
 - (viii) Collaboratively develop resources that support university-community engagement; and
 - (ix) Do all other lawful things as are incidental or conducive to the attainment of these objects.
- (c) The Company can only exercise the powers in section 124(1) of the Act to carry out the Objects and to do all things incidental or convenient in relation to that exercise of a power.

2.2 Review and Variation of Objects

- (a) A review of the Objects may be proposed by any Member submitting to the Board a written review proposal explaining the reasons for and detail of a proposed review and any proposed variations to the Objects.
- (b) Promptly upon receipt of same the Chair will distribute copies of a review proposal to all Directors and prepare a resolution to be put to Members which can only be passed by a special resolution of members.

- (c) Before distributing any proposed special resolution the Chair or the Board may seek such information or advice or commission such reports as the Chair may consider or the Board may resolve to be required to provide relevant information to Members to assist in their consideration of the review proposal.
- (d) If the special resolution is passed by Members the Board must ensure the Objects of this Constitution are amended to reflect the amendments required by the special resolution.

2.3 Not for Profit Company

- (a) Subject to **rule 2.3(b)**, the income and property of the Company must be applied solely towards the promotion and achievement of the Objects .
- (b) No part of the income or property of the Company may be paid to or distributed among the Members except as:
 - (i) fair and reasonable remuneration in return for any services rendered to or for the Company in the ordinary course of business and on an arms' length basis;
 - (ii) fair and reasonable reimbursement for out of pocket expenses of a kind authorised by resolution of the Board and reasonably and properly incurred by the Member for or on behalf of the Company;
 - (iii) payment for goods or services supplied to the Company for fair value and in the ordinary course of business;
 - (iv) interest at a commercial rate on money borrowed by the Company from any Member; or
 - (v) reasonable and proper rent for premises let by any Member to the Company.
- (c) No Director will be entitled to receive any remuneration or benefit from the Company except as expressly provided for in **rules 10.11 or 10.12** of this Constitution.

3. MEMBERS AND DIRECTORS OBLIGATIONS

3.1 General Obligations

Each Member and Director must:

- (a) co-operate with the other Members and Directors in good faith and use all reasonable endeavours to ensure that the Company's business is conducted successfully in order to achieve the Objects;

- (b) at all times act in good faith in relation to the Member's or Director's activities and dealings with the other Members, Directors and the Company;
- (c) not use, disclose or share confidential information or allow confidential information to be used, disclosed or shared in a manner reasonably likely to be detrimental to the interests of the Company, its business or another Member or Director; and
- (d) not unreasonably delay any action, determination or decision which is required of a Member or the Board under this Constitution.

3.2 Directors Obligations

The Directors must not, without the written consent of all other Directors:

- (a) create any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrances of the whole or any part of the undertaking, property or assets of the Company;
- (b) borrow any sum (except from the Company's bankers in the ordinary and proper course of the Business) in excess of a maximum aggregate sum outstanding at any time to be decided upon by the Directors;
- (c) make any loan or advance or give any credit (other than nominal trade credit) in excess of a sum to be decided upon by the Directors to any person;
- (d) give any guarantee or indemnity to secure the liabilities or obligations of any person;
- (e) sell, transfer, lease, assign, or otherwise dispose of any part of the undertaking, property or assets of the Company (or any interest in the Company), or contract to do so;
- (f) enter into any contract, arrangement or commitment involving expenditure except as authorised in the Company's annual budget or by a resolution of the Board;
- (g) take or agree to take any dealings with property; or
- (h) enter into any partnership or profit sharing agreement with any person.

3.3 Chair of the Board

Notwithstanding **rule 3.2** the Chair of the Board may enter into contracts or arrangements for the acquisition of goods and services as contemplated by the annual budget.

4. MEMBERS

4.1 Membership

- (a) Subject to **rule 4.5** a person or body corporate is entitled to become a Member if that person or body corporate agrees to assume the liability to pay the Member's Guarantee Amount.
- (b) Subject to the Act, a person becomes a Member upon the Member's name being entered in the Register.
- (c) The entities set out in Schedule 1 are the Initial Members of the Company. The Initial Members are not required to apply for membership and will be entered by the Secretary on the register of Members following the incorporation of the Company.

4.2 Members' Liability

- (a) The liability of Members is limited.
- (b) Every Member undertakes to contribute to the assets of the Company in the event the Company is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, up to an amount not exceeding the Member's Guarantee Amount.

4.3 Register of Members

- (a) The Secretary must establish and maintain separately a register of Members containing for each Member:
 - (i) the name, address and current contact details of the Member and its Representative (if required);
 - (ii) the date on which they became a Member; and
 - (iii) any other relevant details of their membership including class.
- (b) The register of Members must be kept at the registered office and be open for inspection, free of charge, by any Member on reasonable prior notice at any reasonable hour.
- (c) Members must notify the Secretary of any changes in their relevant details which are recorded on the register of Members within one month after the change.

4.4 Classes of Membership

- (a) There are two classes of membership in the Company being:
 - (i) University Members (Australia and New Zealand);
 - (ii) Associate Members, (Australia, New Zealand and international) which includes :
 - (A) Individuals;
 - (B) Other education providers;
 - (C) Community-based organisations;
 - (D) Not for Profit entities; and
 - (E) Business and industry entities.
- (b) In addition to those benefits attached to different classes of Membership as set out in this rule and in **rule** 10.3, the Board will determine from time to time what additional benefits shall attach to each class of Membership.

4.5 Eligibility for Membership

- (a) A person or body corporate is entitled to be a Member if it:
 - (i) is interested in furthering the Objects;
 - (ii) is able to support the Company in pursuit of the Objects; and
 - (iii) agrees to be bound by the Constitution.

4.6 Application

- (a) The Board may from time to time prescribe an application form to be completed by a person or a body corporate wishing to be a Member. The Application must be signed by the applicant and lodged with the Secretary with the applicable Membership Fee.
- (b) As soon as practicable after receiving the application for Membership, the Secretary will refer the application to the Board.
- (c) At the first meeting of the Board, after the application for Membership has been received by the Board, the Board must consider the application and either accept or reject the application, without being required to provide any reasons for its determination.
- (d) If the Board approves an application for Membership, the Secretary will, as soon as practicable after approval by the Board, notify the applicant of the

approval and will enter the name of the applicant and the respective class of Membership in the Register.

- (e) The Board has the discretion to refuse any person or body corporate admission as a Member without giving any reason in writing.

4.7 No Transfer

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

- (a) is not capable of being transferred or transmitted to another person or body corporate;
- (b) terminates on cessation of the person's or body corporate's Membership; and
- (c) may not be exercised during any period that the Member's Membership Fees have been due but not paid.

4.8 Membership Fees

- (a) There shall be an annual Membership Fee payable by each Member to the Company.
- (b) The amount of any Membership Fee shall be fixed by the Board and shall be payable by Members at such times and in such manner as determined by the Board from time to time. The Board can set different rates of Membership Fee for different classes of Membership. The Board may also establish a scale of rates for a particular class of Membership.

4.9 Representatives

- (a) This rule applies to all Members that are bodies corporate.
- (b) If a Member or prospective Member is a body corporate it must appoint an individual person as its Representative. It is the intention of the Board that the Representative for each University Member will usually be its Vice Chancellor or the delegated person who may be charged with overall responsibility for the engagement activities of that University Member.
- (c) The name and address of the Representative will be entered in the Register as the Representative of the body corporate. All correspondence and notices from the Company will be served on the Representative and service on the Representative will be deemed service of the body corporate that is represented by that particular Representative.

- (d) If the appointment of a Representative by a body corporate is made by reference to a position held, the appointment must identify the position.
- (e) A body corporate may replace a Representative at any time by sending notice in writing to the Secretary.
- (f) A signature by a Representative on behalf of its body corporate is taken to be the signature of the body corporate for the purposes of this Constitution.
- (g) Any power or right of a Member as granted by this Constitution can be exercised by the Representative of that particular body corporate Member.
- (h) Members who are bodies corporate will be represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy under **rule 9.1**.

4.10 Nominees

- (a) A University Member or prospective University Member may appoint up to four individual persons as Nominees in addition to its Representative. Nominees are identified to serve as communication conduits between their institution and the organisation.
- (b) Nominees may enjoy the benefits of Membership, excluding voting rights in general meetings, and may serve as Committee members. For the avoidance of doubt, Nominees may not be elected as a Director or Office Bearer.

5. CESSATION OF MEMBERSHIP

5.1 Cessation

A Member's Membership will cease:

- (a) if the Member is an individual person, if the Member:
 - (i) dies;
 - (ii) becomes bankrupt; or
 - (iii) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
- (b) if the Member is a body corporate, if:
 - (i) the Member is dissolved or otherwise ceases to exist; or

- (ii) the Member has a receiver, a receiver and manager, a liquidator or an administrator appointed;
- (c) if the Member resigns their membership by giving notice in writing addressed to the Secretary. Such resignation will be effective from the date of receipt of the notice by the Secretary, unless otherwise specified in the letter of resignation;
- (d) if the Member is expelled pursuant to **rule 6.1**;
- (e) if the Member has failed to pay the Member's Membership Fees for the current Financial Year and the preceding Financial Year; and
- (f) if the Company in a general meeting resolves by special resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that the Member continue to be a Member of the Company. The Member must be given at least twenty-one (21) days notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.

5.2 Effect of Termination of Membership

- (a) The cancellation or cessation of a Member's membership does not:
 - (i) prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they arise under this constitution or otherwise existing at the date of cancellation or cessation or which may arise or crystallise after that date out of or by reason of any facts or circumstances occurring or in existence at or before that date;
 - (ii) relieve a Member from any obligation to record or account for or pay any monies for which the Member may be liable under this constitution where such liability accrued from facts or circumstances arising prior to the cancellation or cessation of membership; or
 - (iii) extinguish the Member's liability in the event of winding up or dissolution of the Company.
- (b) A Member who ceases to be a Member of the Company for any reason will not have any claim (monetary or otherwise) upon the Company, its funds or property.

6. DISCIPLINING OF MEMBERS

6.1 Disciplining of Members

- (a) The Board may resolve to expel any Member or to suspend any Member from Membership of the Company where the Board holds the opinion that the Member:
 - (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) has persistently or wilfully acted in a manner prejudicial to the interests and Objects of the Company.
- (b) A resolution of the Board pursuant to **rule 6.1(a)** will be of no effect unless the Board confirms the resolution in accordance with this rule at a meeting held not earlier than fourteen (14) days and not later than twenty eight (28) days after the service on the Member of notice under **rule 6.1(c)**.
- (c) If the Board resolves under **rule 6.1(a)** to expel or suspend any Member, the Secretary must serve the Member with a notice in writing:
 - (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member may address the Board at a meeting to be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - (A) attend and speak at that meeting; or
 - (B) submit to the Board at or prior to the date of that meeting written representations relating to the resolution.
- (d) At a meeting of the Board held in accordance with **rule 6.1(c)**, the Board must:
 - (i) give the Member an opportunity to make oral representations;
 - (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the meeting; and
 - (iii) resolve whether to confirm or to revoke the decision to expel or suspend the Member.
- (e) The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension,

the Member must also be notified of the right of appeal available under **rule 6.2**.

- (f) A resolution confirmed by the Board does not take effect:
 - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution; or
 - (ii) if the Member exercises the right of appeal, until the Company confirms the resolution pursuant to **rule 6.2**.

6.2 Right of Appeal of Disciplined Member

- (a) A Member may appeal to the Company in general meeting against a resolution of the Board, which is confirmed under **rule 6.1**. Written notice of such an appeal must be lodged with the Secretary within seven (7) days of service of the notice required under **rule 6.1(e)**.
- (b) Upon receipt of a notice of appeal under **rule 6.2(a)** the Secretary will notify the Board and the notice of appeal must be considered at the next general meeting.
- (c) At a general meeting of the Company which has the notice of appeal on its agenda, pursuant to **rule 6.2(b)**:
 - (i) the Board and the Member must be given the opportunity to state their respective cases orally or in the writing, or both; and
 - (ii) the voting Members present must vote by secret ballot on the question of whether the resolution will be confirmed.
- (d) Confirmation of the resolution may be by a simple majority of those voting Members present at the meeting.

6.3 Disciplining of Representatives or Nominees

- (a) The Board may resolve to expel any Representative or Nominee or to suspend any Representative or Nominee from partaking in the Member's Membership of the Company where the Board holds the opinion that the Representative or Nominee:
 - (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) has persistently or wilfully acted in a manner prejudicial to the interests and Objects of the Company.

- (b) If the Board resolves under **rule 6.3(a)** to expel or suspend any Representative or Nominee, the Secretary must serve the applicable Member and the Representative or Nominee with a notice in writing:
 - (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member and the Representative or Nominee may address the Board at a meeting to be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) stating that the member and the Representative or Nominee may do either or both of the following:
 - (A) attend and speak at that meeting; or
 - (B) submit to the Board at or prior to the date of that meeting written representations relating to the resolution.
- (c) The Secretary must serve the notice on an alternative director or vice chancellor of the Member if the Member's Representative is the subject of the resolution under **rule 6.3(b)**.
- (d) At a meeting of the Board held in accordance with **rule 6.3(b)**, the Board must:
 - (i) give the member, Representative or Nominee an opportunity to make oral representations;
 - (ii) give due consideration to any written representations submitted to the Board by the Member, Representative or Nominee at or prior to the meeting; and
 - (iii) resolve whether to confirm or to revoke the decision to expel or suspend the Representative or Nominee.
- (e) If the Board resolves to confirm the decision to expel or suspend the Representative or Nominee the applicable Member will replace that Representative or Nominee by notice in writing to the Secretary.

7. GENERAL MEETINGS

7.1 Annual General Meeting

- (a) In addition to any other meetings held during each year, a general meeting of Members called the AGM must be held at least once in every calendar year within five (5) months after the end of the Company's Financial Year.
- (b) The business of the AGM will include the following, even if not referred to in the notice of that meeting:
 - (i) the consideration of the annual financial report, Directors' report and auditor's report;
 - (ii) the election of the Office Bearers and Ordinary Directors;
 - (iii) the appointment of an auditor; and
 - (iv) the fixing of the auditor's remuneration.
- (c) A copy of the accounts, statements and reports prescribed by the Act to be presented at each AGM must be provided to the Members at least twenty-one (21) days prior the AGM.
- (d) The chair of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company.
- (e) If the Company's auditor or their representative is at the meeting, the chair of an AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask the auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the auditor's report.

7.2 Convening general meetings

- (a) A Director may call a general meeting at any time.
- (b) The Directors must convene a general meeting on the request of Members in accordance with the Act.

7.3 Notice of general meeting

- (a) Subject to the provisions of the Act as to short notice, at least 21 days notice of a general meeting must be given in writing to those persons entitled to receive notices of general meetings from the Company.
- (b) A notice of a general meeting must contain the information required by the Act.
- (c) Notice of every general meeting of the Company must be given to:
 - (i) every Member entitled to vote at the meeting;

- (ii) every Director; and
- (iii) the auditors of the Company,

and no other person is entitled to receive notices of a general meeting of the Company unless the Act otherwise requires.

7.4 Meetings may be cancelled or postponed

The Directors may at any time after notice of a general meeting has been given, postpone or cancel the general meeting by giving reasonable notice to all persons entitled to receive notice of that general meeting except that a meeting convened on the requisition of Members as allowed by the Act must not be cancelled without the consent of those Members.

7.5 Failure to give notice

Subject to the Act, the accidental omission to give notice of a general meeting to or the non-receipt of notice of a general meeting by any Member does not invalidate any of the proceedings of that meeting or any resolution passed at such meeting.

7.6 Technology

The Company may hold a general meeting simultaneously at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting.

8. PROCEEDINGS AT GENERAL MEETINGS

8.1 Business at general meeting

No business will be transacted at any general meeting except as set out in the notice of the meeting given under **rule 7.3** unless all Members of the Company are present at the meeting and otherwise agree.

8.2 Quorum required

- (a) 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.
- (b) A quorum will be achieved when more than 25% of the Members are present (whether in person, by proxy, by Representative or via any technology as contemplated by **rule 7.6**).
- (c) For the purpose of determining whether a quorum is present, a person attending as a proxy, or a Representative is treated as being a Member. If a person attends a meeting as both a Member or Representative and as a proxy

for another Member or Representative, such person will be counted as attending for each of the proxies held by that person in addition to their own presence as member or Representative.

8.3 Absence of quorum

If a quorum is not present within half an hour after the time appointed for the general meeting:

- (a) where the meeting was convened on the requisition of Members - the meeting is dissolved; or
- (b) in any other case:
 - (i) the meeting stands adjourned to the date and at the time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and same place; and
 - (ii) if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting is dissolved.

8.4 Chair

The Chair, or in the Chair's absence, the Deputy Chair will preside as chair at each general meeting.

8.5 Absence of the Chair

Where a general meeting is held and:

- (a) there is no Chair; or
- (b) the Chair and Deputy Chair are not present within 15 minutes after the time appointed for the holding of the meeting or are unwilling to act,

the Directors present at the meeting may elect another Director to chair the general meeting or, if no Director is present or willing to act, the Members present must by simple majority elect one of their number to chair the meeting.

8.6 Final Ruling

The rulings of the Chair of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting will be final and no motion of dissent from such rulings will be accepted.

8.7 Adjournment of meetings

The chair of any general meeting may with the consent of the meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

8.8 Notice of adjourned meeting

Notice of an adjournment or of the business to be transacted at an adjourned meeting need only be given when a general meeting is adjourned for 30 days or more, in which case notice of the adjourned meeting must be given as in the case of the original meeting.

8.9 Voting at general meetings

Subject to the requirements of the Act, at any general meeting a resolution put to the vote of the meeting must be decided on a show of hands. Before a vote on a resolution is taken, the Chair must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.

8.10 Result of voting

A declaration by the Chair that a resolution has on a show of hands been carried, or by a particular majority, or lost, and an entry to that effect in the minutes of the meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.11 Chair does have a casting vote

In the case of an equality of votes, the Chair of the meeting does have a casting vote in addition to any vote the Chair may have as a Member.

8.12 Right to receive notice and attend

Subject to this constitution, each Member and each Director and the Secretary is entitled to receive notice of, and to be present and to speak at, each general meeting.

8.13 Voting entitlement

Subject to this constitution:

- (a) at meetings of Members, each Member entitled to vote may vote in person or by proxy, attorney or (where the Member is a body corporate) by its Representative;

- (b) on a show of hands every Member present has one vote, and on a poll every Member present in person or by proxy, attorney or Representative has one vote; and
- (c) a Member whose Membership Fees for the current Financial Year has been due but not paid for a period in excess of six (6) months is not entitled to vote.

8.14 Circular resolutions of Members

Subject to the Act, and except in the case of a resolution to remove an auditor, the Company may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Following signing the document containing the resolution Members will be required to post the document back to the Company, and the document will be counted as a postal vote on the resolution.

8.15 Circular resolutions on separate documents

Separate copies of a document referred to in **rule 8.144** may be used for signing by Members if the wording of the resolution and statement is identical in each copy.

9. PROXIES

9.1 Appointment of proxies

Each Member may appoint a proxy and a proxy need not be a Member.

9.2 Instrument appointing a proxy

An instrument appointing a proxy:

- (a) must be in writing under the hand of the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or duly authorised attorney;
- (b) may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument appointing a proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument; and
- (c) subject to the Act, must be in the form approved by the Board.

9.3 Validity of instrument of appointment

- (a) An instrument appointing a proxy or representative must not be treated as valid unless this **rule 9.3** has been complied with.

- (b) An instrument appointing a proxy and, if the instrument is signed by the appointor's attorney, the power of attorney, or a certified copy of that power of attorney, must be completed and received by the Secretary at any time before the commencement of a meeting or an adjourned meeting at which the proxy proposes to vote.

9.4 Validity of vote not affected

A vote given in accordance with the terms of an instrument appointing a proxy, an instrument appointing a corporate representative, a power of attorney or other relevant instrument of appointment is valid despite:

- (a) the previous death or unsoundness of mind of the appointing Member; or
- (b) the revocation of the instrument (or of the authority under which the instrument was executed) or of the power,

or if no notice in writing of the death, unsoundness of mind or revocation has been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

9.5 Incomplete proxy

- (a) An instrument appointing a proxy will not be invalid merely because it does not contain:
 - (i) the address of the appointor or of the proxy;
 - (ii) the proxy's name or the name of the office held by the proxy; or
 - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument will be taken to be given in favour of the Chair of the meeting.

10. APPOINTMENT AND REMOVAL OF DIRECTORS

10.1 Number of Directors

The Board of Directors shall consist of no more than ten (10) persons with up to six (6) to eight (8) Directors being drawn from University Members and two (2) to four (4) Directors being drawn from Associate Members.

10.2 Constitution of Board

The Board shall at all times consist of the following:

- (a) no less than two (2) and no more than three (3) Office Bearers (as the office of Immediate Past Chair is an optional office); and
- (b) no less than four (4) and no more than seven (7) other Directors (“Ordinary Directors”).

10.3 Eligibility of Directors

- (a) Each University Member may only nominate one person for an Office Bearer position and may only nominate a total of two persons for election to the Board.
- (b) A candidate nominated by a University Member may concurrently stand for the Chair and/or Deputy Chair position and as an Ordinary Director of the Board.
- (c) Associate Members who are individuals may nominate one person or self nominate as an Ordinary Director of the Board.
- (d) Associate Members who are bodies corporate may nominate one person as an Ordinary Director of the Board.
- (e) A candidate will be disqualified if his or his Member’s Membership Fees have not been paid.

10.4 Term

- (a) Subject to **rule 10.10**, each Ordinary Director shall hold office for a period of one (1) year from the conclusion of the Annual General Meeting at which they are elected until the conclusion of the following Annual General Meeting and will be eligible for re-election.
- (b) Notwithstanding anything else herein contained, a person shall hold office as an Ordinary Director up to five (5) consecutive years.

10.5 First Board

Notwithstanding anything else herein contained, the Directors (including the Office Bearers) who commence holding office on the date of incorporation of the Company until the first Annual General Meeting shall be those who were members of the committee of the AUCEA Incorporated as at the date the Company was first incorporated.

10.6 Office Bearers

The Office Bearers are:

- (a) the Chair;
- (b) the Immediate Past Chair (if any); and
- (c) the Deputy Chair.

10.7 Appointment of Chair and Deputy Chair

- (a) The Chair is:
 - (i) not required to have served as a Deputy Chair to be eligible for election as the Chair; but
 - (ii) is required to have served as a Director for at least one (1) year before being eligible for election as the Chair;
 - (iii) must hold a position in a University Member where they have leadership of or responsibility for the University-Community Engagement activities of that University Member; and
 - (iv) must be a resident in Australia or New Zealand.
- (b) A Deputy Chair is required to:
 - (i) have served as a Director for at least one (1) year before being eligible for election as a Deputy Chair;
 - (ii) must hold a position in a University Member where they have leadership of or responsibility for the University-Community Engagement activities of that University Member.
- (c) A person shall hold the office of Chair for a period of two (2) years and will be eligible to be re-elected to that position for a further period of one (1) year, meaning that the maximum period a person can serve as Chair is three (3) consecutive years whilst he or she is on the Board.
- (d) If a Director leaves the Board for any period of time and is subsequently reappointed to the Board, that Director is, subject to **rule 10.7(a)**, once again eligible to be elected to the position of Chair.
- (e) A person may hold the office of Deputy Chair for a period of two (2) years and will be eligible to be re-elected to that position for a maximum of three (3) consecutive years whilst he or she is on the Board.

- (f) If a Director leaves the Board for any period of time and is subsequently reappointed to the Board, that Director is once again eligible to be elected to the position of Deputy Chair.
- (g) Each Chair and Deputy Chair shall hold office from the conclusion of the Annual General Meeting at which they are elected until the conclusion of the following Annual General Meeting.

10.8 Immediate Past Chair

- (a) A retiring Chair may self-nominate for the office of Immediate Past Chair upon the completion of his or her term.
- (b) The office of Immediate Past Chair is an optional office.
- (c) If the retiring Chair is not available and willing to take the office of the Immediate Past Chair the position can be filled by the previous and willing Immediate Past Chair
- (d) In the event that a retiring Chair, an Immediate Past Chair or a previous Immediate Past Chair has not self-nominated for the office it is not deemed to be a vacancy for the purposes of **rule 10.10**, but is deemed to be an optional office until such time as a Chair does self nominate for this office in accordance with **rule 10.8(a)**.

10.9 All Directors

- (a) It is preferable that all Directors have served on a Committee for at least one year before being eligible for nomination as a Director.
- (b) It is preferable that all Directors have established leadership of, or responsibility for engagement activities in their career, and have continued to demonstrate a commitment to the principles of engagement as detailed in the Objects of the company.

10.10 General Right to Appoint and Remove Directors

- (a) Subject to the Act, the Board may at any time appoint a Representative or an Individual Member as a Director to fill any casual vacancy provided that such person is drawn from the same class of Member as the person who is replaced by the appointment. Any Director so appointed shall only hold office until the next annual general meeting of the Company after the appointment is made.
- (b) The Board may act despite any vacancy in their body, but if the number falls below the minimum required by the Act, the Board may act:

- (i) for the purpose of increasing the number of Directors to the minimum;
or
- (ii) for the purpose of convening a general meeting; or
- (iii) in emergencies;

but for no other purpose.

- (c) The Members may by resolution in a general meeting remove a Director from office prior to the expiration of the Director's term.
- (d) A Director to whom a resolution under **rule 10.10(c)** relates may submit written representations to the Secretary or the Chair. The representations may be sent to each Member or, if they are not sent, the Director is entitled to require that the representations are read out at the meeting at which the resolution is considered.

10.11 Expenses incurred by Directors

The Directors will not be paid for their time or reimbursed for their travelling and other expenses incurred in attending meetings of the Directors or general meetings of the Company or otherwise acting for the Company.

10.12 Payment for special exertions

The Company may remunerate any Director who is required to perform extra services or make any special exertions (whether travelling or living away from home or otherwise) on behalf of the Company by way of a commercially reasonable fixed sum determined by the Board.

11. PROCEDURE FOR ELECTIONS

11.1 Nominations

- (a) Nominations of candidates for election as Office Bearers and the Ordinary Directors:
 - (i) must be made in writing, signed by two (2) Members (one being the Representative of any University Member) and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
 - (ii) must be delivered to the Secretary at least twenty one (21) days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

- (b) The Board may establish a nomination Committee to determine the eligibility of candidates and to establish the processes and procedures for each election.
- (c) Each candidate is entitled to submit a brief resume and statement to accompany the ballot paper.
- (d) If:
 - (i) insufficient eligible nominations are received to fill all vacant positions, the candidates nominated will be deemed to be elected and further nominations will be received at the Annual General Meeting.
 - (ii) the number of eligible nominations received is equal to the number of vacancies for each position to be filled, the persons nominated shall be taken to have been elected.
 - (iii) the number of eligible nominations received exceeds the number of vacancies for each position to be filled, a ballot is to be held.
 - (iv) an equality of votes is returned in the ballot for any position, the Chair shall have the casting vote necessary to determine which of the candidates shall be declared elected. If the Chair is unwilling to exercise a casting vote, the issue shall be determined by lot.
- (e) The returning officer will be a Director nominated by the Board from time to time.

11.2 Election of Office Bearers

- (a) The ballot for the election of Chair and Deputy Chair (excluding the Immediate Past Chair):
 - (i) is to be conducted at the Annual General Meeting by poll and must be held prior to the election of the Ordinary Directors; and
 - (ii) the positions are to be filled on a 'first-past-the-post' basis, where the candidate with the highest number of votes for each position is appointed to that position.
- (b) The Chair and Deputy Chair can come from the same Area (**See 11.3 (c)**), but not from the same institution.

11.3 Election of the Ordinary Directors

- (a) The ballot for the election of Ordinary Directors:

- (i) is to be conducted at the Annual General Meeting by poll; and
 - (ii) the positions are to be filled on a 'first-past-the-post' basis, where the candidate with the highest number of votes for each position is appointed to that position.
- (b) It is the preference of the Company, that the Board at all times includes:
- (i) Between six (6) and eight (8) Directors, including the Chair and Deputy Chair, drawn from the University Members who, between them, are resident in at least three of the following 'Areas':
 - (A) Victoria;
 - (B) New South Wales;
 - (C) Queensland;
 - (D) Western Australia;
 - (E) South Australia;
 - (F) Tasmania;
 - (G) the Australian Capital Territory;
 - (H) the Northern Territory; and
 - (I) New Zealand,

(Known collectively as the '**Areas**')

and
 - (ii) Between two (2) and four (4) Directors drawn from the Associate Members who between them:
 - (A) are resident in at least two (2) of the Areas; and
 - (B) are not resident in more than one international country, which for the avoidance of doubt does not in this context include New Zealand.
- (c) The Board must take steps to actively encourage nominations for Director Elections from each of the Areas specified in **rule 11.3(b)** above.
- (d) If the number of candidates nominated for the six (6) positions of Ordinary Director is less than four so that **rule 11.3(c)** cannot apply, the Board may,

subject to the maximum number of Co-opted Directors permissible pursuant to **rule 12**, elect a Co-opted Director in accordance with **rule 12**.

11.4 Election of the Seventh Ordinary Director

The seventh (7th) position of Ordinary Director is an optional position and if it is not filled in accordance with **rule 12**, the position is not deemed to be a vacancy for the purposes of **rule 10.10**, but is deemed to be an optional office and the Board may abolish the position until it is required in the Board's discretion.

12. CO-OPTED DIRECTOR

- (a) The Board may at any time resolve to elect up to three (3) Co-opted Directors to the Board to:
 - (i) fill a vacant position or positions as referred to in **clauses 10.10, 11.3(d) or 11.4**; and/or
 - (ii) address a skills deficit and to bring a balance of skills and knowledge to the Board in light of the Board composition at that time; and/or
 - (iii) to ensure the Board encompasses a broad spectrum of interests.
- (b) In the event that the Board has resolved to appoint a Co-opted Director, the Secretary shall write to all of the Directors inviting them to nominate a candidate for Co-opted Director to fill the position or positions. Each candidate who agrees to be nominated shall be required to complete appropriate documentation, similar to the nomination form completed by all nominees for appointment as a Director at the AGM. Each Director shall only be entitled to nominate one (1) person for each position and is required to give a brief explanation as to how the nominee they have nominated satisfies a skills deficit (if applicable).
- (c) The nominations of the Directors shall be collated by the Secretary and presented to the Board at least seven (7) days immediately preceding the meeting at which the election is to occur. The Board will elect the Co-opted Director to fill the position from the list of nominees prepared by the Secretary.
- (d) Each Co-opted Director appointed pursuant to this **rule 12**, shall take office immediately and will hold office until the end of the next Annual General Meeting.

13. VACATION OF OFFICE

- (a) Any Director may retire from office on giving written notice to the Company at the Office of his intention to retire and the resignation shall take effect at the

time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).

- (b) The office of a Director shall become a casual vacancy if the Director:
 - (i) dies;
 - (ii) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (iii) becomes prohibited from being a director of a company by reason of any order made under the Act;
 - (iv) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (v) resigns by notice in writing to the Company;
 - (vi) has any membership fees or any other monies due to the Company which have been due but are unpaid by the University Member;
 - (vii) the Members pass a Special Resolution to remove the Director before the expiration of his or her period of office;
 - (viii) is absent without the permission of the Board from all meetings of the Board held during any consecutive period of six (6) months;
 - (ix) is no longer an employee of any University Member (if applicable) and has not subsequently become an individual member; or
 - (x) is no longer the delegated person for a University Member or an Associated Member.
- (c) No Director is permitted to appoint an Alternate Director.

14. MANAGEMENT OF THE COMPANY

14.1 Day to day management

- (a) The management of the Company will be the responsibility of the Board which may exercise all such powers of the Company as are not, by the Act or the Constitution required to be exercised by the Company in general meeting.
- (b) The Board may by Special Resolution establish or disband and from time to time change or replace the members of a Committee and delegate to that Committee the Board's standing or special authority and instructions to attend

to and generally manage the business and the day to day affairs of the Company but not matters reserved to the Board by the Act or the Constitution including:

- (i) decisions or matters requiring the unanimous resolution of the Board;
 - (ii) the borrowing of money by the Company;
 - (iii) the acquisition, purchase, sale, exchange or surrender of any land or other property (except the purchase or sale of items of plant or equipment in the ordinary course of the business); or
 - (iv) the approval of the Company's strategic plan, annual plan and budget are matters for the Board.
- (c) The Committee will regularly and not less than each quarter report to the Board in sufficient detail so the Directors may properly discharge their duties as directors of the Company according to the relevant provisions of the Constitution and the Act.
- (d) If the Committee cannot come to the required majority decision on any matter relevant to the exercise of the authority delegated to it by the Board, then that matter shall be promptly referred back to the Board for determination.

14.2 Appointment of and delegation to Executive Officer

The Board or the Committee will appoint and delegate to the Executive Officer, authority to manage and attend to matters required for the proper and efficient operation and administration of the Company and the business and:

- (a) the Executive Officer's role and scope of accountability is to be determined by the Board; and
- (b) the Executive Officer will attend to the matters and discharge the responsibilities as referred by the Board and such other matters of administration as may be decided from time to time by the Board or the Committee.

14.3 Appointment of attorneys

The Board may, by power of attorney, appoint any person to be an attorney of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as the Board thinks fit.

14.4 Provisions of power of attorney

Any power of attorney under **rule 14.3** may contain such provisions for the protection and convenience of persons dealing with the attorney as the Board thinks fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

14.5 Execution of cheques and negotiable instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) in such manner as the Board determines.

14.6 Execution of Documents

The Company may execute a document:

- (a) without using a common seal if the document is signed by:
 - (i) two Directors of the Company;
 - (ii) a Director and a Secretary of the Company; or
 - (iii) an agent or authorised representative duly appointed and acting on the express authority of the Board;
- (b) with the common seal if the seal is fixed to the document and the fixing of the seal is witnessed by:
 - (i) two Directors of the Company;
 - (ii) a Director and a Secretary of the Company; or
 - (iii) an agent duly appointed and acting on the express authority of the Board; or
- (c) subject to the terms of any document appointing an attorney in accordance with **rule 14.3**, by an attorney.

14.7 Use of common seal

It is not necessary for the Company to have a common seal.

15. DUTIES AND INTERESTS OF DIRECTORS

15.1 Extent of Duties

A Director is not, by reason of his or her being a Director nor as a result of any fiduciary responsibilities which arise from him or her holding that office, disqualified from:

- (a) holding any office or place of profit or employment or having any interest in or in respect of any other corporation, partnership or other entity (including a Member) with which the Company has or may have any interest in or dealings with;
- (b) having any interest in or owing any duty to a third party regardless of whether such interest or duty conflicts with or may conflict with their Director's duties to the Company; or
- (c) entering into any arrangement, contract or dealing with the Company in any capacity,

and neither the holding of office of Director nor the fiduciary responsibilities which arise from it in any way:

- (d) vitiates, avoids or makes voidable any arrangement, contract or dealing entered into by or on behalf of the Company with any entity in which a Director is in any way interested; or
- (e) renders any Director or any corporation of which a Director is an officer or member or in any way interested, or any partnership of which a Director is a member or in any way interested, liable to account for any profit or benefit arising out of the holding of that office or place of profit or that arrangement, contract or dealing.

15.2 Interested Directors

A Director must declare the existence, nature, character and extent of any interest or conflict of interest as required by this Constitution or the Act.

15.3 Disclosures of information

A Director may disclose to his University Member any information (confidential or otherwise) about the affairs, finances and accounts of the Company that comes into the Director's possession from time to time. This right of disclosure will not apply if:

- (a) the exercise of such a right is inconsistent with the express requirements of the Act or the Director's fiduciary or other legal duties (other than as to confidentiality); or
- (b) the Board has by resolution determined that such information not be disclosed.

16. PROCEEDINGS OF BOARD MEETINGS

16.1 Directors may regulate meetings

The Board may meet in person at a single location or at more than one location as provided by **rule 16.9** or held using any technology consented to by all Directors.

16.2 Convening Board meetings

The Board will meet together at least quarterly for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit.

16.3 Decisions resolved by vote

At any meeting of the Board:

- (a) matters are to be decided by the Directors present and eligible to vote at the Board meeting and each Director present has one vote;
- (b) decisions and resolutions relating directly to the Company's Objects must be decided and passed by unanimous resolution of the Board; and
- (c) any other resolution of the Board or at a meeting of a Committee must be passed by a majority of votes of the Directors or Committee members present at the meeting who vote on the resolution. In accordance with **rule 8.11**, and in the case of an equality of votes, the Chair of the meeting does have a casting vote in addition to any vote the Chair may have as a Director. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.

16.4 Chair

- (a) The Chair or, in the Chair's absence, the Deputy Chair shall preside as chair.
- (b) If a meeting of the Board is held and the Chair is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, then the other Directors present must elect one of their number to be Chair of the meeting.
- (c) The Chair does not have a casting vote in addition to any vote the Chair may have as a Director.

16.5 Quorum

- (a) A quorum for a meeting of the Board is more than 50% of the Directors (whether in person or as contemplated by **rule 16.9**).

- (b) A Director who is disqualified from voting on a matter shall be counted in the quorum despite that disqualification.
- (c) If a quorum is not present within half an hour from the time appointed for a meeting of the Board:
 - (i) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the next Business Day at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting is dissolved.
- (d) No business may be transacted at any meeting of the Board, except an adjournment, unless a quorum is present.

16.6 Circular Resolutions of Directors

The Directors may pass a resolution without a Directors' meeting being held if the required majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.

16.7 Circular Resolutions on Separate Documents

For the purposes of **rule 16.6**, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

16.8 Validity of Directors' actions

All acts done by any meeting of the Directors or by any person acting as a Director are, despite it being later discovered that there was some defect in the appointment of a person to be a Director, or to act as a Director, or that a person so appointed was disqualified, is valid as if the person had been duly appointed and was qualified to be a Director or to act as a Director.

16.9 Directors need not be present in person

Board meetings may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion. The Directors need not all be physically present in the same place. A Director who participates in a meeting held in accordance with this **rule 16.9** is treated as being present and entitled to vote at the meeting.

17. COMMITTEES

17.1 Delegation and cancellation of powers to Committees

The Board may by unanimous resolution delegate any of its powers to committee or committees consisting of such of Directors and other persons as they think fit. A delegation of a power, or a specified class of powers, may be made either generally or as otherwise provided by the terms of delegation and such delegations may be cancelled or withdrawn by resolution of the Board.

17.2 Powers of committee

If any power is delegated to a Board Committee under **rule 17.1**:

- (a) the Committee must exercise the powers delegated in accordance with any directions of the Board;
- (b) exercise by the Committee of the power is taken to be exercised by the Board; and
- (c) the delegation does not prevent the exercise of the power by the Board.

17.3 Committee Meetings

- (a) The Board will appoint a chair for each Committee.
- (b) Each Committee will conduct their meetings according to the provisions of the Constitution relating to meetings of the Board so far as they are capable of application and altered as necessary to enable the efficient carrying out of their delegated business and the Board's directions.
- (c) At the completion of their required activities, investigations or undertakings and in any event, not less than each three (3) months following their establishment by the Board, each Committee must prepare and deliver to the Board a written report setting out matters relevant to their findings, operations and activities and such other matters as the Board from time to time may require.

18. DISPUTE RESOLUTION

18.1 Commencement of proceedings

- (a) A Member or Director may not commence any court or arbitration proceedings relating to a Dispute unless it complies with this rule relating to Dispute Resolution except where the Member or Director seeks urgent interlocutory relief or the Company is seeking to recover monies owed to it under this Constitution.

- (b) A Member claiming a Dispute has arisen with either the Company or another Member (in their capacity as a Member) must give written notice to the Board specifying in reasonable detail the nature of the Dispute and the points of the disputing Member or Director's arguments.
- (c) On receipt of a notice of Dispute, the Board must endeavour in good faith to resolve the dispute expeditiously by first referring the Dispute for discussion and negotiation between the Directors and the Members in Dispute.
- (d) If the Dispute is not resolved within 20 Business Days of receipt of the notice of Dispute (or any further period agreed in writing by the parties in dispute), then a party may refer the Dispute to mediation before a mediator appointed with the agreement of the parties in dispute.
- (e) If the Parties do not agree on a mediator then the Parties must mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the Parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.
- (f) The parties in dispute will share equally the costs of the mediation and mediator's remuneration.
- (g) The Parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this rule is to attempt to settle the Dispute concerned. No Member or Director may use any information or documents obtained through any dispute resolution process undertaken pursuant to this rule for any purpose other than in an attempt to settle the Dispute concerned.

18.2 Recovery of unpaid moneys

Any Membership Fees or other moneys due but not paid by any Member or former Member may be recovered by the Company or any other Member on behalf of the Company from that Member or former Member as a liquidated debt in any court of competent jurisdiction together with interest calculated at the rate of interest prescribed by such court rules as may be applicable.

19. COMPANY ADMINISTRATION

19.1 Secretary

- (a) The Directors must appoint at least one secretary of the Company for a term and at remuneration and on conditions determined by them.

- (b) The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.
- (c) The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

19.2 Minutes of meeting

The Board must cause minutes containing the following information to be entered into the Company's minute books within one month after the event whose proceedings are recorded in the minutes:

- (a) the names of the Directors present at the relevant Board meeting or Board committee meeting;
- (b) all resolutions and proceedings of each general meeting;
- (c) all resolutions and proceedings of Board meetings and Board committee meetings;
- (d) all resolutions passed by the Company or the Board without a meeting; and
- (e) such matters as are required by the Act to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.

19.3 Evidence of meetings

Such minutes shall be signed by the Chair of the meeting, or the Chair of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

19.4 Inspection of records

Subject to the Act, the Board may determine whether and to what extent, and at what time and place and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members, and a Member does not have the right to inspect any document of the Company except as expressly provided in this constitution, as provided by law or as authorised by the Board or by the Company in general meeting.

20. NOTICES

20.1 Giving of notices by the Company

A notice which must be given under this constitution may be given by:

- (a) personal delivery;
- (b) prepaid post; or
- (c) sending it by facsimile or electronic mail transmission, to the address notified by the intended recipient for that purpose.

20.2 Giving notice to the Company

A person may give notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to a fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Act.

20.3 Time of Service

- (a) Where a notice is sent by post, the notice is to be taken as served if the notice is properly addressed and placed in the post with postage paid and to have been served on the three Business Days after the date it is posted.
- (b) A certificate signed by a secretary or officer of the company to the effect that a notice was duly posted under this constitution is conclusive evidence of that fact.
- (c) Where a notice is sent by facsimile or electronic means, the notice is to be taken as served when:
 - (i) the correct facsimile number appears on the facsimile transmission report produced by the sender's facsimile machine; or
 - (ii) a message (including by email) indicating receipt has been received by the sender.

- (d) A reference in this constitution to a notice in writing includes a notice given by fax or electronic mail.

21. WINDING UP

21.1 No Right to Surplus Assets

No Member has any right to any surplus assets remaining after the completion of the winding up or dissolution of the Company.

21.2 Transfer of Surplus Assets

- (a) If on the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any surplus assets, then such surplus must be given or transferred to a company, association or authority:
 - (i) with objects the same as or similar to the objects of the Company;
and
 - (ii) which has a constitution prohibiting the distribution of income and property among its members to an extent at least as great as is imposed by this constitution.
- (b) The company, association or authority to which any surplus assets of the Company will be transferred will be determined by resolution of the Company at a general meeting at or before the winding up or dissolution of the Company and, if not, will be determined by the Supreme Court of New South Wales.

22. INDEMNITY AND INSURANCE

22.1 Indemnity

To the extent permitted by law, the Company must indemnify each person who is, or has been, an officer, auditor or Director of the Company against any liability which results from facts or circumstances relating to the person serving or having served as an officer, auditor or Director of the Company:

- (a) other than (except in relation to a liability for legal costs):
 - (i) a liability owed to the Company;
 - (ii) a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Act; or

- (iii) a liability that is owed to someone other than the Company or its Related Bodies Corporate and did not arise out of conduct in good faith; or
- (b) other than for legal costs incurred in defending an action for liability if the costs are incurred:
 - (i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under **rule 22.1(a)**;
 - (ii) in defending or resisting criminal proceedings in which the person is found guilty;
 - (iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (except costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
 - (iv) in connection with proceedings for relief to the person under the Act in which the Court denies the relief.

22.2 Insurance

To the extent permitted by law, the Company may pay or agree to pay a premium in respect of a contract insuring a person who is, or has been, an officer, auditor or Director of the Company against any liability incurred by the person as an officer, auditor or Director of the Company, which indemnity or insurance policy may be on such terms as the Board approves.

22.3 Continued benefit

The benefit of each indemnity given in **rule 22.1** continues, even after its terms or the terms of this **rule 22** are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modifications or deletion.

SCHEDULE 1 - INITIAL MEMBERS

1. University of Adelaide
2. Australian Catholic University
3. Bond University
4. Charles Darwin University
5. Charles Sturt University
6. Deakin University
7. Edith Cowan University
8. Flinders University
9. James Cook University
10. Latrobe University
11. Monash University
12. Newcastle University
13. Queensland University of Technology
14. University of South Australia
15. Southern Cross University
16. University of Southern Queensland
17. University of Sunshine Coast
18. University of Tasmania
19. Victoria University
20. University of Western Sydney
21. University of Melbourne
22. Central Queensland University
23. Griffith University
24. RMIT