Constitution

Vietnamese Australian Scholars and Experts Association Ltd

ACN: 667 910 992

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moores
here for good

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1. Name

The name of the Company is Vietnamese Australian Scholars and Experts Association Ltd (the **Company**).

2. Principal Purpose and Powers

(a) The Company is a not-for-profit public company limited by guarantee.

(b) The Principal Purpose for which the Company is established is to act as an apolitical, non-partisan intellectual bridge between Vietnam and Australia and promote diplomatic, trade, business and investment relations between the two countries.

(c) Solely to carry out the Principal Purpose, the Company may exercise all of the powers of an individual and a company under the Act.

3. Not-For-Profit

(a) The income and property of the Company must be applied solely towards the Principal Purpose.

(b) No part of the income or property of the Company may be paid or transferred directly or indirectly to Members or Directors by way of dividend, fee, remuneration, bonus or other profit distribution in their capacity as Members or Directors.

(c) Clause 3(b) does not stop the Company from making a payment:

  (i) to a Member for goods or services provided or expenses properly incurred at fair and reasonable rates or rates more favourable to the Company;

  (ii) to a Member in carrying out the Company's Principal Purpose;

  (iii) of premiums for insurance indemnifying Directors to the extent allowed for by law and this Constitution; or

  (iv) with the prior approval of the Board, to a Director:

    (A) for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done; or

    (B) as reimbursement for out-of-pocket expenses properly incurred in performing a duty as Director.

4. Membership

4.1 General

The minimum number of Members is one.

4.2 Membership Classes

(a) The Company will have the following Membership Classes:

  (i) General Members;

  (ii) Corporate Members;

  (iii) Honorary Members; and

  (iv) such other Membership Classes or sub-classes of Membership as are prescribed by the Board from time to time.

(b) Membership of the Company must be within a Membership Class or a sub-class of Membership in accordance with this clause, clauses 4.3 and 4.4, and any by-laws or policies prescribed by the Board from time to time.

(c) A person admitted to a Membership Class or a sub-class of Membership of the Company will be entitled to exercise all the rights and privileges and will be required to meet all liabilities and requirements attaching to that Membership Class or sub-class of Membership by reason of this Constitution and the Regulations.

4.3 Eligibility

(a) To be eligible to apply for Membership, a person must:

  (i) be committed to the Purpose; and

(ii) meet the eligibility criteria of the relevant Membership Class as set out in this Constitution and in any by-laws or policies prescribed by the Board from time to time.

(b) The eligibility criteria applicable to each Membership Class are as follows (and as may be set out in by-laws or policies prescribed by the Board from time to time):

(i) General Member – the individual:

(A) is a Scholar;

(B) is an Expert; or

(C) has at least ten years' experience in a specific discipline.

(ii) Corporate Member – a body corporate with at least five General Members who are associates, officers, owners, employees or affiliates of that body corporate.

(iii) Honorary Member - the individual wishes to be a Member but is ineligible to be admitted as a General Member; and

(iv) With respect to any additional Membership Class or sub-class prescribed by the Board – the individual meets the relevant eligibility criteria prescribed by the Board for that Membership Class or sub-class.

4.4 Membership Rights

General Member and Honorary Member

(a) Each General Member and Honorary Member is entitled to:

(i) receive notices of, attend and speak at a General Meeting;

(ii) vote at a General Meeting; and

(iii) receive any additional General Member or Honorary Member benefits as are prescribed by the Board from time to time.

Corporate Member

(b) Each Corporate Member is:

(i) entitled to receive notices of, attend and speak at a General Meeting;

(ii) not entitled to vote at a General Meeting; and

(iii) entitled to receive any additional Corporate Member benefits as are prescribed by the Board from time to time.

4.5 Application

(a) An application for Membership must be made in writing in the form and manner (if any) approved by the Board.

(b) An applicant must pay the annual membership fee determined by the Board (if any).

(c) An applicant must agree in writing to contribute the Guaranteed Amount in accordance with clause 18.1.

4.6 Admission

(a) The Board must consider and resolve, in accordance with any relevant by-laws or policies, whether to accept or reject each application for Membership within a reasonable time.

(b) The Board does not have to give reasons for accepting or rejecting any application.

(c) If the Board accepts an application, the Secretary must, as soon as possible:

(i) enter the applicant's details into the Register, subject to the payment of the annual membership fee (if any); and

(ii) notify the Member in writing of the date their membership commenced.

(d) If the Board rejects an application, the Secretary must notify the applicant in writing of the rejection as soon as possible.

(e) A person becomes a Member when their name is entered into the Register.

4.7 Joining Fee and Annual Membership Fee

(a) The Board may determine the amount of the annual membership fee from time to time, which may differ for different Membership Classes and sub-classes.

(b) Honorary Members are not required to pay any annual membership fee or joining fee.

(c) The Board may determine that any new Member who joins after the start of a Financial Year must, for that Financial Year, pay a joining fee equal to:

(i) the full annual membership fee;

(ii) a pro rata annual membership fee based on the remaining part of the Financial Year; or

(iii) a fixed amount determined from time to time by the Board.

(d) The annual membership fee is due and payable on the dates prescribed by the Board.

(e) The rights of a Member (including the right to vote) who has not paid the annual membership fee by the due date are suspended until it is paid.

(f) If a Member does not pay their annual membership fee within 60 days of receiving a notice of payment from the Company, the Member is deemed to have resigned their Membership.

4.8 Register

(a) The Secretary must maintain the Register.

(b) The Register must contain:

(i) the name, address, Membership Class, and date of admission to Membership – for each current Member; and

(ii) the name, date of admission to Membership and date on which a person stopped being a Member – for each person who ceased to be Member in the past seven years.

(c) The Secretary may keep former Member entries separately from current Member entries.

(d) Notices may be served on a Member at their address in the Register.

(e) The Company must give Members access to the Register in accordance with the Act.

(f) Information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.

4.9 Ceasing to be a Member

(a) A person ceases to be a Member on:

(i) resignation;

(ii) expulsion in accordance with clause 4.10;

(iii) deemed resignation in accordance with clause 4.7(f);

(iv) the Board deeming, in their sole discretion, the Member to be an untraceable Member because the person has not responded to correspondence within 60 days;

(v) failing to satisfy the relevant eligibility requirements for the Member's Membership Class and the Membership not being transferred to another Membership Class;

(vi) in the case of a natural person:

(A) death;

(B) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally; or

(C) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health,

(vii) in the case of a body corporate:

(A) being dissolved or otherwise ceasing to exist;

(B) having a liquidator or provisional liquidator appointed to it; or

(C) being insolvent.

(b) A Member whose Membership is terminated will be liable for all moneys due by that Member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.

(c) The Board may, in its sole discretion, refund all or part of any joining fee or annual membership fee in the event of a person ceasing to be a Member, either on a pro rata basis or otherwise.

(d) There will be no liability for any loss or injury suffered by a Member as a result of any decision made in good faith under this clause.

(e) Any person who for any reason ceases to be a Member must not represent themselves in any manner as being a Member.

4.10 Discipline of Members

(a) The Board may suspend or expel a Member from the Company if:

(i) it decides it is not in the interests of the Company for the person to continue or remain as a Member;

(ii) the Member has breached the provisions of this Constitution;

(iii) the Member has breached the VASEA Code of Conduct; or

(iv) the Member has otherwise engaged in conduct that is unbecoming of a Member or prejudicial to the Company.

(b) The Board may not resolve to suspend or expel a Member outside of a Board meeting.

(c) If the Board intends to consider a resolution to suspend or expel a Member, it must notify the Member in writing at least 7 days prior to the relevant Board meeting:

(i) of the date, place and time of the meeting where the resolution will be considered;

(ii) of the intended resolution and the grounds on which it is based; and

(iii) that they may attend the meeting and give an oral or written explanation or submission before the resolution is voted on.

(d) After considering any oral or written explanation or submission, the Board may resolve to:

(i) take no further action;

(ii) warn the Member;

(iii) suspend the Member’s rights for up to 12 months; or

(iv) expel the Member.

(e) Any Member expelled from the Company may at any time apply to the Board to be readmitted as a Member.

(f) No person may become a Director following expulsion or while suspended unless they are subsequently readmitted as a Member.

4.11 Body corporate Representative

(a) A Corporate Member must appoint an individual as its Representative. The appointment may be a standing one.

(b) A Representative may exercise any and all powers of the Corporate Member unless the appointment specifies otherwise.

(c) The appointment may be made by reference to a position held.

(d) A Corporate Member may appoint more than one Representative but only one Representative:

(i) may exercise the body's powers as Corporate Member at any one time; and

(ii) may be counted for the purposes of determining a quorum at a General Meeting.

4.12 Liability of Members

The liability of a Member is limited to the Guaranteed Amount, being $10.

5. Convening General Meetings

5.1 Convening General Meetings

(a) The Board may call a General Meeting.

(b) If the Company receives a written request from Members with at least 30% of the votes that may be cast at a General Meeting to call a General Meeting (a **Meeting Request**), the Board must:

(i) give all Members notice of a General Meeting within 21 days of the Meeting Request; and

(ii) hold the General Meeting within two months of the Meeting Request.

(c) The Meeting Request must state any resolution to be proposed at the meeting.

(d) If the Board does not call the meeting within 21 days of a Meeting Request, 50% or more of the Members who made the Meeting Request may call a General Meeting.

(e) To call and hold a meeting under clause 5.1(d) the Members must:

(i) as far as possible, follow the General Meeting procedures in this Constitution; and

(ii) hold the General Meeting within three months after making the Meeting Request.

(f) The Company must pay the Members who make the Meeting Request any reasonable expenses they incur because the Board did not call and hold the meeting.

(g) The Board must ensure that any General Meeting is held at a reasonable time and, if any Members are entitled to physically attend, at a reasonable location or locations.

5.2 Changes to General Meeting arrangements

(a) The Board may change the venue for, postpone or cancel a General Meeting called under clause 5.1(a).

(b) If a change is made under clause 5.2(a):

(i) notice of the change must be given to all persons entitled to receive notices of a General Meeting under this Constitution;

(ii) a notice of postponement must specify the date, time and place to which the General Meeting has been postponed; and

(iii) clause 5.5 does not apply to the notice.

(c) The only business that may be transacted at a General Meeting which is postponed is the business specified in the original notice convening the meeting.

5.3 Entitlement to receive notice

Notice of a General Meeting:

(a) must be given to every Member and every Director; and

(b) may be given to any auditor appointed for the Company and in office at the time.

5.4 Notice of General Meetings

A notice of General Meeting must:

(a) be in writing;

(b) state the place, day and time of the meeting;

(c) if virtual meeting technology is to be used, provide sufficient information to allow the Members to participate by means of the technology;

(d) state the general nature of the business to be transacted at the meeting;

(e) state the wording of any Special Resolution to be considered (and state that it is proposed as a Special Resolution);

(f) include the information under clause 6.5; and

(g) state that proxy voting is not permitted.

5.5 Timing of notice

At least 21 days' notice must be given of a General Meeting (other than a meeting to consider a resolution to remove a Director or auditor) unless:

(a) in the case of an annual General Meeting, all Members entitled to attend and vote agree beforehand; or

(b) in the case of any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

5.6 Annual General Meeting

(a) The Board must hold an annual General Meeting at least once in every calendar year.

(b) The business of an Annual General Meeting may include any of the following (even if not stated in the notice of meeting):

(i) the annual financial statements and any auditor's report;

(ii) the appointment of Directors; and

(iii) the appointment and remuneration of any auditor.

(c) At an Annual General Meeting, the chairperson must allow a reasonable opportunity for the Members:

(i) to ask questions or comment on the management of the Company; or

(ii) if an auditor or an auditor's representative is present in their capacity as appointed auditor of the Company, to ask the auditor or the auditor's representative questions relevant to the conduct of the audit and the content of the auditor's report.

5.7 Chairperson of General Meetings

(a) The President will preside as chairperson at every General Meeting.

(b) If there is no President, the President is not present within 15 minutes of the commencement time or the President is unwilling to act as chairperson for all or part of the meeting, the following may preside as chairperson (in order of precedence):

(i) one of the Vice President (if any, as agreed between them or, in the absence of agreement, as chosen by a majority of the remaining Directors);

(ii) a Director chosen by a majority of the Directors present;

(iii) the only Director present; or

(iv) a Member chosen by a majority of the Members present.

5.8 Quorum for General Meetings

(a) No business may be transacted at a General Meeting (other than electing a chairperson or adjourning the meeting), unless a quorum is present at the time the business is dealt with.

(b) A quorum for a General Meeting is a majority of the Members entitled to vote for the whole meeting.

(c) If a quorum is not present within 15 minutes of the commencement time, then:

(i) if the meeting was called by, or at the request of Members, the meeting will dissolve;

(ii) otherwise:

(A) the meeting stands adjourned to the day, time and place, determined by the Board or (if no determination is made by the Board), to the same day, time and place in the following week; and

(B) if at the resumption of the meeting a quorum is not present within 15 minutes of the commencement time, the meeting will dissolve.

(d) Each Representative present must be counted for the purpose of determining a quorum, provided that:

(i) only one Representative may be counted for each Corporate Member; and

(ii) no individual may be counted more than once.

(e) A suspended Member is not counted for the purpose of determining a quorum.

5.9 Adjournment of General Meetings

(a) The chairperson may (and must if directed by a majority of the Members present and entitled to vote) adjourn the meeting or any business, motion, or discussion being considered or remaining to be considered.

(b) Only unfinished business may be transacted at a General Meeting resumed after an adjournment.

(c) It is not necessary to give any notice of an adjournment, or of the business to be transacted at any adjourned meeting, unless a meeting is adjourned for one month or more.

(d) A meeting adjourned under this clause is adjourned to:

(i) the day, time and place determined by the Board; or

(ii) if no determination is made by the Board – to the same day, time and place in the following week.

5.10 Members' Statements

(a) Subject to clause 5.10(b) and 5.10(c), Members may request that the Company give to all of its Members a statement (a **Statement**) about:

(i) a resolution that is proposed to be moved at a General Meeting; or

(ii) any other matter that may be properly considered at a General Meeting.

(b) The Statement must be:

(i) no more than 1000 words; and

(ii) non-defamatory.

(c) The Members' request must be:

(i) in writing;

(ii) signed by the Members making the request;

(iii) given to the Secretary; and

(iv) made by Members with at least 5% of the votes that may be cast on the resolution or at least 100 Members who are entitled to vote at the meeting.

(d) The Board must distribute any Statement that complies with clauses 5.10(b) and 5.10(c) as soon as practicable and in accordance with clause 17.

5.11 Auditor's Rights

(a) Any auditor appointed by the Company and in office at the time of a General Meeting is entitled to:

(i) attend any General Meeting; and

(ii) be heard at the General Meeting on any part of the business of the meeting that concerns the auditor in their capacity as auditor.

(b) The auditor may authorise a person in writing as their representative for the purpose of attending and speaking at any General Meeting.

6. Voting at General Meetings

6.1 Voting rights

(a) Each Member has one vote (provided they are not suspended).

(b) On a vote conducted at a General Meeting:

(i) on a show of hands or voices, each person present who is a Member, or Representative, has one vote; and

(ii) by poll, each person present who is a Member has one vote and each person present as a Representative has one vote for each Member they represent.

6.2 Method of Voting

(a) A Member may cast their vote personally, or by Representative.

(b) Voting will occur by show of hands or voices or such other method as the chairperson determines, unless:

(i) a poll is demanded and not withdrawn; or

(ii) virtual meeting technology is used, in which case voting must occur by poll.

(c) A poll can be demanded by five Members (or their Representatives) at any time prior to a vote, or immediately after the declaration of a result of a vote conducted by means other than a poll.

(d) A poll must be taken in the manner directed by the chairperson.

(e) A poll demanded on the election of the chairperson or on a question of adjournment must be taken immediately.

6.3 Decisions of the Members

(a) Questions arising for determination (other than a Special Resolution) will be decided by a majority of votes cast (unless otherwise provided in this Constitution).

(b) The chairperson has a deliberative vote. If the votes cast on a motion are equal, the chairperson will also have a casting vote.

(c) A declaration by the chairperson that a resolution has been carried or lost on a show of hands or voices is conclusive evidence of the fact (unless a poll is demanded).

(d) An objection to the right of a person to vote may only be raised at the meeting at which the vote objected to is given or tendered. Any objection must be referred to the chairperson, whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

6.4 Seconding

It is not necessary for a motion to be seconded in order to be put to a vote.

6.5 Proxies

Proxy voting is not permitted.

6.6 Use of virtual meeting technology in General Meetings

(a) The Company may hold a General Meeting at any two or more locations using any virtual meeting technology that gives the Members as a whole a reasonable opportunity to participate including a reasonable opportunity to exercise a right to speak.

(b) A person participating through the use of virtual meeting technology will be deemed to be present at the meeting in person.

(c) A person participating through the use of virtual meeting technology:

  (i) must be given the opportunity to participate in a vote in real time; and

  (ii) may, in the sole discretion of the Board, be given the opportunity to record a vote in advance of the meeting, in which case the voter may elect to vote in real time or in advance.

(d) A document that is required or permitted to be tabled at a meeting using virtual meeting technology is taken to have been tabled if it is:

  (i) given to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) before the meeting; or

  (ii) made accessible to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) during the meeting.

6.7 Resolutions without meetings

(a) This clause does not apply to a Special Resolution, a resolution to remove a Director or a resolution to appoint or remove an auditor.

(b) A resolution may be passed without a meeting if:

  (i) notice is given to all Members entitled to vote; and

  (ii) at least 75% of all of Members entitled to vote approve the resolution in writing.

(c) For the purpose of this clause:

  (i) the notice must include the wording of the resolution and may be distributed by any means, including electronic communication;

  (ii) approval in writing includes approval by email and any other means of electronic communication; and

  (iii) the resolution will fail if it does not receive the required approval within 7 days after the notice is given.

(d) The resolution is passed when approval is given to the Secretary by the last person necessary to constitute 75% majority in favour of the resolution.

7. Dispute Resolution

(a) The parties to a dispute under this Constitution, being a Member or Director and:

(i) one or more Members;

(ii) one or more Directors; or

(iii) the Company;

must attempt to resolve the matter between themselves within 14 days of being made aware of the dispute.

(b) The Company, a Member or a Director must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 4.10 until the disciplinary procedure is completed.

(c) If the parties cannot resolve the dispute within 10 days, they must:

(i) notify the Company;

(ii) agree or request that a mediator be appointed; and

(iii) attempt in good faith to settle the dispute by mediation.

(d) The mediator must:

(i) be a person chosen by agreement between the parties or:

(ii) in the absence of agreement:

(A) for disputes between Members, a person chosen by the Board; and

(B) for other disputes, a person chosen by the president of the Law Institute of Victoria.

(e) A mediator chosen by the Board pursuant to clause 7(d)(ii)(A):

(i) must be a professionally accredited mediator;

(ii) must not be a current or former Member;

(iii) must not have a personal interest in the dispute; and

(iv) must not be biased towards or against anyone involved in the dispute.

(f) When conducting the mediation, the mediator must allow those involved a reasonable chance to be heard and to review any written statements.

(g) The mediator must not determine the dispute.

(h) A Member or a Director must not commence a formal legal proceeding (except for interlocutory relief) in relation to a dispute under this Constitution unless and until they have complied with this dispute resolution procedure.

8. Appointment and Removal of Directors

8.1 Number and composition of Directors

The Company must have at least three Directors and no more than nine Directors.

8.2 Eligibility

(a) Any natural person committed to the Principal Purpose is eligible to be a Director provided:

(i) the person is a Member;

(ii) the person has consented in writing to be a Director;

(iii) the person has suitable qualifications, skills and experience to discharge the functions of a Director, as determined by the Board from time to time; and

(iv) the person is not ineligible to be a Director under the Act.

8.3 Appointment of Directors

(a) The Members may appoint a person to be a Director by resolution.

(b) The Board may appoint a new Director to fill a casual vacancy.

8.4 Term of office

(a) The term of office of a Director elected by the Members:

(i) is three years (unless a different period is specified in the resolution);

(ii) commences at the end of the General Meeting at which they are elected; and

(iii) expires at the end of the third Annual General Meeting following the election (or at the end of the period specified in the resolution).

(b) The term of office of a Director appointed by the Board:

(i) commences on the date of appointment; and

(ii) expires at the conclusion of the first Annual General Meeting following the appointment.

(c) A Director who has served continuously for nine years or more may only seek re-election with the unanimous support of the Board.

(d)

8.5 Ceasing to be a Director

A person stops being a Director, and a casual vacancy is created, if they:

(a) resign by written notice to the Company;

(b) cease to be a Member;

(c) are removed by the Members under the Act;

(d) are absent without leave of the Board, from:

(i) three consecutive Board meetings; or

(ii) four Board meetings over 12 months;

(e) die, or become subject to a Court order to receive treatment or have their finances managed by another person due to being of unsound mind or having a mental illness;

(f) are directly or indirectly interested in any contract or proposed contract with the Company and fail to declare the nature of the interest; or

(g) become ineligible to be a Director under the Act.

8.6 Insufficient Directors

If the number of Directors is insufficient to constitute a quorum or less than the minimum number fixed under clause 8.1, the remaining Directors may, except in an emergency, act only to:

(a) increase the number of Directors to a number sufficient to constitute a quorum or meet that minimum number; or

(b) convene a General Meeting of the Company.

8.7 Defects in appointment of Directors

An act done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

(a) there was a defect in the appointment of the person; or

(b) the person was disqualified from continuing in office, voting or taking the relevant step.

9. Board Decision Making

9.1 Convening Board meetings

A Director may convene or ask the Secretary to convene a Board meeting.

9.2 Notice of Board meetings

(a) Written notice of Board meetings must be given to every Director at least 48 hours’ prior to the meeting (unless the Board unanimously waives this requirement).

(b) A notice of a Board meeting must:

(i) specify the place, day and time of the meeting;

(ii) if virtual meeting technology is to be used, provide sufficient information to allow the Directors to participate by means of the technology; and

(iii) does not need to specify the nature of the business to be transacted at the meeting.

9.3 Quorum for Board meetings

(a) No business may be transacted at any Board meeting unless a quorum is present.

(b) A quorum of Directors for Board meetings is a majority of the total number of Directors.

(c) A Director on a leave of absence approved by the Board should not be included when calculating the total number of Directors for the purposes of this clause.

9.4 Use of virtual meeting technology in Board meetings

(a) The Board may hold its meetings using any virtual meeting technology that is agreed to by the Board.

(b) The use of any virtual meeting technology must give the Director a reasonable opportunity to participate including a reasonable opportunity to exercise a right to speak.

(c) The Board's agreement may be a standing one.

(d) A Director participating through the use of virtual meeting technology is deemed to be present at the meeting in person.

9.5 Chairperson of Board meetings

(a) The President will preside as chairperson at Board meetings.

(b) If there is no President, the President is not present within 15 minutes after the commencement time or the President is unwilling to act as chairperson for all or part of the meeting then:

(i) if there are Vice Presidents, one of the Vice Presidents as agreed between them (or, in the absence of agreement, as chosen by a majority of the remaining Directors) will be the chairperson; and

(ii) if the Vice Presidents are not present or are not willing and able to be the chairperson during all or part of the meeting, the Directors present may elect a Director to be chairperson of the meeting or part of it.

9.6 Voting at Board meetings

(a) A question arising at a Board meeting is to be decided by a majority of votes of Directors present and entitled to vote.

(b) The chairperson has a deliberative vote. If the votes cast on a motion are equal, the chairperson will also have a casting vote.

9.7 Resolutions without meetings

(a) A Board resolution may be passed without a meeting if all the Directors entitled to vote on the resolution respond to a notice approving the resolution.

(b) For the purpose of this clause:

(i) the notice must include the wording of the resolution;

(ii) the notice may be distributed by any means; and

(iii) the resolution fails if it has not achieved unanimous approval within 48 hours after the notice was given.

(c) The Directors may respond to the notice by:

(i) sending a reply email, including the text of the resolution in their reply and approving the resolution; or

(ii) signing and returning a notice of the resolution.

(d) The resolution will be passed at the time when the last Director necessary to constitute unanimous approval responds.

10. Directors' Powers and Duties

10.1 Powers of the Board

(a) The Directors are responsible for managing the business of the Company and furthering the Principal Purpose.

(b) The Directors may exercise all the powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the Members.

(c) The Board cannot remove a Director or auditor.

(d) The Board may delegate any of its powers to one or more Directors, a committee, an employee or any other person.

(e) The Board may specify terms of the delegation (including the power to further delegate) and revoke a delegation.

10.2 Duties of Directors

Directors must comply with any duties imposed on them by the Act.

10.3 Establishment of committees

(a) The Board may establish committees.

(b) A committee may include, or be comprised of, non-Directors.

(c) The meetings and proceedings of committees are:

(i) subject to any terms of reference and/or delegation; and

(ii) otherwise governed as far as possible by the provisions of this Constitution which regulate the proceedings of the Board.

10.4 By-laws

(a) The Board may make regulations or by-laws for the general conduct and management of the Company and the business of the Board.

(b) The Board may revoke and alter by-laws or regulations as it sees fit.

11. Directors' Interests

11.1 Conflicts of interest

(a) A Director must disclose the nature and extent of any perceived or actual material conflict of interest to the other Directors (or the Members if the other Directors share that conflict).

(b) A Director who has a material personal interest in a matter that is being considered by the Board must not:

(i) be present while the matter is being considered at a Board meeting; or

(ii) vote on the matter;

unless permitted by clause 11.1(c).

(c) Provided the Board approves and it is permitted by law, a Director may be present or vote if:

(i) the interest arises because the Director is a Member and the other Members have the same interest;

(ii) the interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as an officer of the Company;

(iii) the interest relates to any payment by the Company under clause 13 in respect of an indemnity permitted under the Act or any contract relating to such an indemnity; or

(iv) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or

(v) the interest relates to a contract the Company is proposing to enter into that:

(A) is subject to approval by the Members; and

(B) will not impose any obligation on the Company if it is not approved by the Members;

(vi) the Directors who do not have a material personal interest in the matter pass a resolution that:

(A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and

(B) states that those Directors are satisfied that the interest should not stop the Director from voting or being present; or

(vii) the interest arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to in clause 13.

11.2 Permissible conduct

Provided a Director complies with clause 11.1 they may:

(a) hold any other position in the Company, except that of auditor;

(b) hold any office, place of profit, or be employed in any other entity;

(c) enter into a contract or arrangement with the Company;

(d) act in a professional capacity (or be a Member of a firm which acts in a professional capacity) for the Company, except as auditor;

(e) sign or participate in the execution of a document by or on behalf of the Company; and

(f) do any of the above despite the fiduciary relationship of the Director’s office:

(i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and

(ii) without affecting the validity of any contract or arrangement.

12. Office Bearers and Chief Executive Officer

12.1 Appointment of Office Bearers

(a) From time to time as required, the Board must appoint a President, up to two Vice Presidents, a Treasurer and any other Office Bearers it deems fit from among the Board.

(b) Office Bearers of the Company hold office until the end of the third Annual General Meeting following their appointment.

(c) An Office Bearer may be elected for more than one successive term.

(d) The Board may remove or suspend a person from holding any Office Bearer position by resolution passed at a Board meeting provided:

(i) the resolution is passed by not less than two-thirds of the Directors present; and

(ii) at least 21 days notice in writing of the resolution has been given to the Secretary and to the person who is the subject of the resolution.

12.2 Secretary

(a) The Board must appoint at least one Secretary, who may also be a Director.

(b) The Secretary is to be appointed on such terms and conditions as the Board deems fit.

(c) A person may not be appointed as Secretary unless the person:

(i) consents in writing to being appointed as Secretary;

(ii) is at least 18 years of age; and

(iii) is resident in Australia.

(d) The Board may suspend or remove a Secretary.

(e) The position of Secretary must not remain vacant for more than 14 days.

12.3 Treasurer

(a) There must be at least one Treasurer, who must also be a Director.

(b) The Treasurer is to be appointed on such terms and conditions as the Board deems fit.

(c) The Treasurer must:

(i) in consultation with the Board, oversee and monitor the employment of key operational staff for the Company as required from time to time;

(ii) arrange for the collection and receipt of all moneys due to the Company and arrange for all payments authorised by the Company to be made;

(iii) ensure that the financial records of the Company are kept in accordance with the requirements of the Act; and

(iv) coordinate the preparation of the financial statements of the Company and their certification by the Board prior to their submission to the Annual General Meeting of the Company.

(d) The Treasurer must ensure that at least one other Board member has access to the accounts and financial records of the Company.

13. Indemnities and Insurance

(a) The Company indemnifies every present and past Director and executive officer of the Company to the full extent permitted by law against all losses and liabilities incurred as a result of their position as an officer of the Company.

(b) This indemnity:

(i) is a continuing obligation and is enforceable even if the person has ceased to be an officer of the company; and

(ii) is not subject to any requirement to first incur an expense or make a payment.

(c) The Company may, to the extent permitted by law, pay or agree to pay, a premium in respect of a contract insuring its officers.

(d) Nothing in this clause 13 limits the Company’s ability to indemnify or pay for insurance for any person not expressly covered by this clause.

14. Administration

14.1 Minutes and records

(a) The Board must ensure that:

(i) minutes of all General Meetings, Board meetings and committee meetings; and

(ii) records of resolutions passed by Members, Directors and committees without a meeting;

are recorded and kept with the Company’s records as soon as practicable (being no later than one month after the meeting or passing of the resolution).

(b) The Company must ensure that minutes of a Board or General Meeting are signed within a reasonable time by the chairperson of the meeting or of the next meeting.

(c) The Company must ensure that Directors have access to the Company’s records and financial documents at all reasonable times.

14.2 Members’ access to Company records

Upon request, the Company must give Members reasonable access to inspect and copy minutes of all General Meetings and records of resolutions passed by Members without a meeting, free of charge.

14.3 Common seal

The Company does not have a common seal.

14.4 Execution of documents

(a) The Company may execute documents by the signature of:

(i) two Directors;

(ii) one Director and the Secretary; or

(iii) such other persons appointed by the Board for that purpose.

(b) A document may be signed by electronic means in accordance with the Act.

15. Records, Accounting and Audit

15.1 Accounts and other records of the Company

(a) The Board must:

(i) ensure that proper financial records are kept in accordance with all legal and regulatory requirements;

(ii) ensure that records of its operations are kept; and

(iii) take reasonable steps to ensure that the Company's records are kept safe.

(b) The Company must retain its records for at least seven years.

15.2 Audit

(a) If required by law, the Company must appoint and remunerate an auditor.

(b) Any auditor is entitled to attend any General Meeting and to be heard by the Members on any business of the meeting that concerns the auditor in their capacity as auditor.

(c) The Company must/may give any auditor all communications relating to the General Meeting that the Members of the Company are entitled to receive.

15.3 Financial year

The financial year will begin on 1 July and end on 30 June, unless the Board passes a resolution to change the financial year.

16. Amending this Constitution

(a) The Company may only alter this Constitution by special resolution in accordance with the Act.

(b) The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a not-for-profit.

17. Notices

(a) The Company may give notice (subject to any election or request made by the Member under the Act in relation to receipt of documents) and any communication personally, by post, email or other electronic means.

(b) Notices to the Company may be given personally, by post, email or other electronic means.

(c) Notices are deemed to be received:

(i) in the case of a properly addressed and posted notice, five business days after the date of posting; and

(ii) in the case of a notice sent by email or other electronic means, at the time of sending.

(d) The non-receipt of notice or a failure to give notice, does not invalidate any thing done or resolution passed at the meeting if:

(i) the non-receipt or failure occurred by accident or error;

(ii) the individual waives notice before or after the meeting (including by attending the meeting); or

(iii) the individual notifies the Company of their agreement to that thing or resolution before or after the meeting.

(e) In calculating a period of notice, both the days on which the notice is given or taken to be given and the day of the meeting must be disregarded.

18. Winding Up or Revocation of Endorsement

18.1 General

The Company may only be wound up in accordance with the Act.

18.2 Contribution of a Member on winding up

If required, each Member must contribute an amount (not more than the Guaranteed Amount) to the assets of the Company if it is wound up while they are a Member, or within one year of the Member ceasing to be a Member, for the:

(a) payment of the debts and liabilities of the Company incurred before they ceased to be a Member; and/or

(b) costs, charges and expenses of winding up.

18.3 Distribution of assets on winding up

(a) If on the winding up of the Company or dissolution of the Company, there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus:

(i) must not be paid or distributed to a Member in their capacity as a Member; and

(ii) must be given or transferred to an entity or entities which:

(A) have similar objects to those of the Company as described in this Constitution; and

(B) prohibit the distribution of profit or gain to its Members in their capacity as Members.

(b) The Members must decide before any winding up or dissolution which entity or entities will receive a distribution. If the Members fail to decide, the matter must be determined by application to the Supreme Court in the State of incorporation.

19. Interpretation

19.1 Definitions

In this Constitution:

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

"**auditor**" may mean a reviewer, if permitted by the Act..

"**chairperson**" means the person chairing a meeting.

"**Board**" means the group of individuals that are responsible for the governance, strategy and management of the Company.

"**Corporate Member**" means a person whose name is entered in the Register as a Corporate Member of the Company in accordance with clause 4.6.

"**day**" means calendar day except public holidays.

"**Expert**" means a person who owns a business, or has a substantial role in running a business (such as a senior executive), and has specific knowledge or expertise in an industry or business sector or as may be determined in by-laws or policies prescribed by the Board from time to time.

"**General Meeting**" means a meeting of Members (including an Annual General Meeting).

"**General Member**" means a person whose name is entered in the Register as a General Member of the Company in accordance with clause 4.6.

"**Guaranteed Amount**" means the amount set out in clause 4.12.

"**Honorary Member**" means a person whose name is entered in the Register as an Honorary Member of the Company in accordance with clause 4.6.

"**Member**" means a person whose name is entered in the Register as a Member of the Company in accordance with clause 4.7.

"**Membership Class**" means a Membership Class listed in clause 4.2.

"**Office Bearer**" means President, Vice Presidents, Secretary, Treasurer (if any) and any other person appointed under clause 12.1(a).

"**person**" includes a natural person and a corporation within the meaning of s 57A of the Act.

"**President**" means the person appointed to the position of President under clause 12.1(a).

"**Principal Purpose**" means the purpose set out in clause 2.

"**Register**" means the register of Members under the Act.

"**Representative**" means a person appointed to represent a Corporate Member in accordance with clause 4.11.

"**Scholar**" means a person with a postgraduate degree or higher or as may be determined in by-laws or policies prescribed by the Board from time to time.

"**Special Resolution"** means a resolution passed at a general meeting:

(a) of which notice specifying the intention to propose the resolution as a Special Resolution has been given pursuant to this Constitution and the Act; and

(b) by not less than 75% of the votes cast.

19.2 Interpretation

In this Constitution:

(a) If an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression - except where a contrary intention appears in this Constitution.

(b) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.

19.3 Exclusion of replaceable rules

(a) The replaceable rules contained in the Act do not apply to the Company.

(b) If at any time, the company is not a Charity, the Act (unless it is a replaceable rule) overrides any part of this Constitution or policy of the Company to the extent of any inconsistency.

20. Transitional Provisions

The following clauses apply notwithstanding anything to the contrary in this Constitution.

20.1 Members

The first Members are those named as Members in the application for the Company's registration under the Act.

20.2 Directors

The first Directors are those named as Directors in the application for the Company's registration under the Act.