

The Neural Archives Foundation

ACN 130 365 365
ABN 37 130 365 365

Constitution

Last Updated: 2018-02-16

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1. Definition and Interpretation

1.1 Definitions

In this Constitution, except to the extent that the context otherwise requires, the following words have the following meanings:

Term:	Definition:
Board	the board of directors of the Company from time to time.
Company	The Neural Archives Foundation ACN 130 365 365
Constitution	this Constitution and all supplementary, substituted or amending documents for the time being in force.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Director	a director for the time being of the Company.
Member	any organisation or individual who is admitted as a member of the Company in accordance with clause 5 of this Constitution.
Membership	the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person.
Membership Year	each period of 12 months commencing on 1 July and ending on the next ensuing 30 June.
Register	the register of members maintained pursuant to the Corporations Act.
Seal	the common seal of the Company.
Subscription Fee	the annual fee payable by each Member to the Company in accordance with clause 5.6.
Secretary	the person elected or appointed from time to time as secretary of the Company in accordance with this Constitution.

1.2 Interpretation

In this Constitution:

- (a) references to any officer of the Company includes any person acting for the time being as such officer;
- (b) words importing persons include companies, corporations, partnerships, associations, institutions, bodies and entities (whether incorporated or not);
- (c) words importing the singular include the plural and vice-versa;
- (d) words importing a gender include each other gender;
- (e) headings do not affect the construction or interpretation of this Constitution; and
- (f) words or expressions defined in the Corporations Act but not defined in the Constitution will, if not inconsistent with the subject or context, bear the same meaning in this Constitution.

1.3 Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Company.

1.4 Public company limited by guarantee

The Company is a public company limited by guarantee.

2. Objects of the Company

The principal objects for the Company are:

- (a) to promote high quality research on the storage of neural information, neural interfacing and therapeutic hypothermia;
- (b) to provide information about storage of neural information, neural interfacing and therapeutic hypothermia for the public benefit and not for particular businesses;
- (c) to advance the practice of therapeutic hypothermia in Australia;
- (d) to provide a not for profit body to which members of the public can make donations for the furtherance of research on the storage of neural information, neural interfacing and therapeutic hypothermia;
- (e) to do all such other things as are conducive or incidental to the attainment of the objects and aims of the Company and its Members.

3. Limitation of Company

3.1 Members not to profit

The objects of the Company must not be carried on for the purposes of profit or gain to its Members and the income and property of the Company must be applied solely towards the promotion of the objects of the Company.

3.2 Limitations

The Company does not have the power to:

- (a) issue shares of any kind; or
- (b) apply, pay or transfer, whether directly or indirectly, any portion of the income and property of the Company for the benefit of, or to a, Member, other than as provided in clause 7.7.

4. Guarantee of Members

Each Member undertakes to contribute a maximum of \$50.00 to the Company for payment of:

- (a) the debts and liabilities of the Company;
- (b) the costs, charges and expenses of any winding up; and
- (c) the adjustment of the rights of Members among themselves,

in the event that the Company is wound up while the Member is a Member or within one year after the Member ceases to be a Member.

5. Membership

5.1 Number of members

The number of Members must not be less than one nor more than the maximum number (if any) which the Board may from time to time prescribe.

5.2 Admission to Membership

- (a) Every person who, at the date of adoption of this Constitution, is a Member and has paid their Subscription Fee for the current Membership Year, continues to be a Member.
- (b) A person who is not a Member at the time of adoption of this Constitution must not be admitted to Membership unless they apply for Membership in accordance with clause 5.2(c) and their admission as a Member is approved by the Board.
- (c) Each application for Membership must be made in writing and delivered to the Secretary in such form as the Board may from time to time determine.
- (d) The Board may, in its absolute discretion, admit or refuse any applicant as a Member.
- (e) Each Member must sign an undertaking to be bound by the Constitution.

5.3 Classes of Membership

The Board may, subject to clauses 5.4, establish different classes of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.

5.4 Variation of rights

If at any time the Board exercises the powers under clause 5.3, the rights, restrictions and obligations of Members or any class of Members may be varied with either:

- (a) the written consent of not less than 75% of the existing Members; or
- (b) the sanction of a special resolution passed at a separate general meeting of the existing Members.

5.5 Effect of new class of Membership

If the Board establishes a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not a variation of the rights attaching to that class.

5.6 Subscription fee

Each Member must pay an annual fee (**Subscription Fee**) to the Company of an amount and on the date to be determined by the Board from time to time in its absolute discretion, provided that the Subscription Fee must not exceed \$50.00 per Membership Year.

5.7 Membership not transferable

Membership of the Company is not transferable. The rights, privileges and benefits of Membership are specific to each Member.

5.8 Register of members

- (a) The Board must maintain, in accordance with the requirements of the Corporations Act, a Register and such Register must contain the following particulars:
 - (i) the name, address and contact details of each Member;
 - (ii) the date on which the name of each Member was entered into the Register; and
 - (iii) the date on which the Member ceases to be a Member.
- (b) Each Member must notify the Secretary of any change in its address or contact details within 14 days of any such change.

5.9 Cessation of membership

- (a) A Member ceases to be a Member if:
 - (i) they die;
 - (ii) they resign in writing to the Secretary; or
 - (iii) the term of their Membership expires without being renewed.
- (b) The Board may by resolution censure, suspend, fine or expel from the Company a Member in its absolute discretion on the grounds that:
 - (i) the Member wilfully refuses or neglects to comply with the provisions of the Constitution;
 - (ii) the Member becomes of unsound mind or liable to be dealt with in any way under the law relating to mental health; or
 - (iii) the Member is guilty of conduct which, in the opinion of the Board, is unbecoming of a Member or prejudicial to the interests of the Company provided at least one week before the meeting of the Board at which the resolution is passed the Member is given notice of such meeting and of what is alleged against the Member and of the intended resolution and the Member is at such meeting and before the passing of such resolution given an opportunity of giving orally or in writing any explanation or defence that the Member may think fit.
- (c) If a Subscription Fee remains unpaid by a Member, the Member will be debarred from all privileges of Membership, provided that the Directors may, if they think fit, reinstate the Member on payment of all amounts in arrears.
- (d) A Member who ceases to be a Member continues to be liable for:
 - (i) any Subscription Fee and all arrears due and unpaid at the date of cessation; and
 - (ii) all other moneys due by them to the Company.
- (e) A Member who for whatever reason ceases to be a Member of the Company does not have any claim, monetary or otherwise, on the Company's funds or property.

5.10 GST

- (a) All payments that are required to be made by a Member under this Constitution are exclusive of GST.
- (b) If any payment referred to in clause 5.10(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment will be increased by the prevailing rate of GST and the Member must pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.
- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 5.10(b) within 14 days from the date that the increased amount is required to be paid by the Member.

6. General Meetings

6.1 Annual general meeting

- (a) A general meeting must be held at least once in every calendar year at such time and place in Australia, not being more than 15 months after the holding of the last preceding general meeting, as may be prescribed by the Company in general meeting and if no other time or place is prescribed, at such time and place in Australia as may be determined by the Directors.
- (b) The general meeting referred to in clause 6.1(a) will be called an Annual General Meeting and all other general meetings will be called Extraordinary General Meetings.
- (c) The business of the Annual General Meeting is to receive and consider the financial report, directors' report and the auditor's report prepared in accordance with the Corporations Act, to elect Directors in accordance with the Constitution and to transact any other business.

6.2 Power to convene Extraordinary General Meeting

- (a) An Extraordinary General Meeting may be convened whenever the Directors think fit or upon a requisition signed by any Member of the Company.
- (b) The Directors may postpone a general meeting or change the place at which it is to be held by notice, not later than 72 hours prior to the time of the meeting, to all persons to whom the notice of meeting (**First Notice**) was given. The postponing notice must specify the place, date and time of the meeting. The meeting is taken to have been duly convened under the First Notice.

6.3 Notice of general meetings

- (a) Subject to complying with the provisions of the Corporations Act with respect to calling general meetings on shorter notice, written notice must be given of all general meetings in accordance with the provisions of the Corporations Act, specifying:
 - (i) the place, date and time for the meeting;
 - (ii) the general notice of the business of the meeting;
 - (iii) if a special resolution is to be proposed:
 - (A) an intention to propose the special resolution; and
 - (B) the special resolution itself;

- (iv) if a Member is entitled to appoint a proxy that:
 - (A) the Member has a right to appoint a proxy; and
 - (B) that the proxy must be another Member of the Company.
- (b) Notice of meetings must be given to the Members and to such persons as are entitled under this Constitution and the Corporations Act to receive notice.
- (c) The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (d) If the meeting is to be held at two or more places, the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Corporations Act in relation to the use of such technology.

6.4 Business of general meeting

- (a) Unless all Members are present and agree otherwise, no business may be transacted at any Extraordinary General Meeting except as set out in the notice of the meeting.
- (b) For the purposes of the Corporations Act, each Member, on becoming a Member (or any on the adoption of this Constitution), consents to the use of the following technology for calling or holding a general meeting:
 - (i) video;
 - (ii) telephone;
 - (iii) any other technology which permits each Director to communicate with every other Director; or
 - (iv) any combination of the technologies described in clause 6.4(b)(i) to (iii).
- (c) A Member may withdraw the consent given under this clause 6.4 in accordance with the Corporations Act.
- (d) Where the Members are not all in attendance at one place and are holding a meeting using technology and each Member can communicate with the other Members:
 - (i) the participating Members are, for the purpose of every provision of this Constitution concerning meetings of the Members, taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of those Members conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were present.

6.5 Quorum

- (a) No business may be transacted at any meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) A quorum for a general meeting is two Members present in person or by proxy, provided that while the Company has less than two Members a quorum for a general meeting is the number of Members of the Company.

- (c) If a quorum is not present within 15 minutes from the time appointed for the meeting:
 - (i) where the meeting was convened upon the requisition of Members, the meeting will be dissolved; or
 - (ii) in any other case:
 - (A) the meeting stands adjourned to such day, and at such time and place, as the Board determines or, if no determination is made by the Board, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Members present in person or by proxy will be a quorum.

6.6 Chairman

- (a) A Chairman will preside at every general meeting.
- (b) The Chairman will be the chairman elected by the Directors in accordance with clause 9.5(a).
- (c) The Chairman must, if present, able and willing, preside as Chairman at every general meeting and if:
 - (i) there is no such Chairman; or
 - (ii) the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairman is unable or unwilling to act,

the Directors present must appoint another Director to act as Chairman of that meeting.

6.7 Adjournments

- (a) The Chairman may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (b) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given, as in the case of an original meeting.
- (d) Except as provided by clause 6.7(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.8 Voting at general meetings

- (a) Any resolution to be considered at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) A declaration by the Chairman that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the general meeting is taken as conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.

- (c) A poll for a resolution may be demanded by any Member present and entitled to vote on the resolution.

6.9 Procedure for Polls

- (a) A poll when demanded must be taken in the manner and at the time (not exceeding 14 days after) the Chairman directs.
- (b) The result of the poll will be a resolution of the meeting at which the poll was demanded.
- (c) The demand for a poll will not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded.
- (d) The demand of a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chairman must determine the issue and such determination made in good faith will be final and conclusive.

6.10 Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, will have a casting vote in addition to any vote to which the Chairman may be entitled as a Member.

6.11 Entitlement to vote

Subject to any rights or restrictions attached to any class of Member, all Members are eligible to attend meetings of the Company and are entitled to one vote.

6.12 Proxy

- (a) A member may vote in person or by proxy.
- (b) The instrument appointing a proxy must be in writing under the hand of the appointer or of his attorney duly authorised in writing.
- (c) A proxy need not be a Member.
- (d) A Member will be entitled to instruct his proxy in favour of or against any proposed resolutions and unless so instructed the proxy may vote as he thinks fit.
- (e) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority must be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy will not be valid.
- (f) A vote given in accordance with the terms of an instrument of proxy or attorney will be valid notwithstanding the previous death or unsoundness of mind of the appointor or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation has been received at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the instrument is used.

6.13 Members of unsound mind and minors

- (a) If a Member is:

- (i) of unsound mind;
- (ii) a person whose person or estate is liable to be dealt with in any way under the Act relating to mental health; or
- (iii) a minor,

the Member's committee or trustee or any other person who properly has the management or guardianship of the Member's estate or affairs may, subject to clause 6.13(b), exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.

- (b) Any person with powers of management or guardianship must not exercise any rights under clause 6.13(a) unless and until the person has provided the Directors with satisfactory evidence of the person's appointment and status.

6.14 Objections to qualification to vote

- (a) An objection to the qualification of a person to vote may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered.
- (b) Any objection must be referred to the Chairman of the meeting, whose decision is final.
- (c) A vote allowed after an objection is valid for all purposes.

6.15 Right of officers and advisers to attend general meeting

- (a) A Director who is not a Member is entitled to be present and to speak at any general meeting.
- (b) A Secretary who is not a Member is entitled to be present and, at the request of the Chairman, to speak at any general meeting.
- (c) Any other person (whether a Member or not) requested by the Directors to attend any general meeting is entitled to be present and, at the request of the chair, to speak at that general meeting.

6.16 Single member and circulating resolutions

- (a) Nothing in this Constitution limits the Company's power under the Corporations Act to pass a resolution as a circulating resolution or, if at any time the Company has only one Member, by recording the resolution and signing the record.
- (b) Where the Company has one Member only, a document signed by that Member which records a decision of the Member:
 - (i) constitutes a decision of the Company and is valid and effective as if it were a resolution duly passed at a meeting of Members; and
 - (ii) has effect as a minute of that decision.

6.17 Minutes

- (a) The Company must keep minute books in which it records within one month:
 - (i) proceedings and resolutions of general meetings; and
 - (ii) resolutions passed by Members without a general meeting.

- (b) The minutes of any meeting of the Company, if purporting to be signed by the Chairman of the meeting or by the Chairman of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

7. Directors

7.1 Qualification

A Director need not be a Member.

7.2 Number of directors

The Company must have at least three Directors but not more than thirteen Directors.

7.3 Appointment of Directors

- (a) Each person who, at the date of adoption of this Constitution, is a Director continues to be a Director for the term of their appointment.
- (b) The Directors may appoint a person as a Director provided that no more than six Directors may be appointed in a single year.

7.4 Period of appointment of a Director

- (a) Each Director will hold office for a period of three years from the date of his election.
- (b) A retiring Director is eligible for reappointment by the Directors.

7.5 Resignation and removal of a Director

- (a) Any Director may resign at any time from the Board by notice in writing delivered to the Secretary, but such resignation only takes effect at the time when such notice is received by the Secretary, unless some later date is specified in the notice, when it takes effect on the later date.
- (b) The Company may, by resolution of which notice in accordance with the Corporations Act has been given, remove any Director before the expiration of their term of office and may, by resolution, appoint another person in their place. The person so appointed will hold office for the remainder of the term of office of the Director whose office has become vacant at which time they must retire but will be eligible for re-appointment.

7.6 Disqualification of a Director

In addition to the circumstances in which the office of a Director becomes vacant by resignation or removal or expiry, the office of a Director becomes immediately vacant if a Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) dies;
- (c) becomes a bankrupt under the *Bankruptcy Act 1966* (Cth);
- (d) absents themselves from three consecutive meetings of the Board, without the consent of the Board;

- (e) is convicted of a criminal offence or is otherwise guilty of conduct which, in the opinion of the Board, is unbecoming of a Director or prejudicial to the interests of the Company; or
- (f) is prohibited from being a Director of the Company by virtue of the Corporations Act.

7.7 Remuneration

- (a) The Directors are entitled to be paid or reimbursed for all travelling and other expenses properly incurred by them in attending and returning from any meeting of the Directors, committee of the Directors, general meeting of the Company or otherwise in connection with the business or affairs of the Company.
- (b) If any Director, with the approval of the Directors, performs extra services or makes any special exertions for the benefit of the Company, the Directors may approve the payment to that Director of special and additional remuneration as the Directors think fit having regard to the value to the Company of the extra services or special exertions. Any special or additional remuneration must not include a commission on a percentage of profits or operating revenue or turnover.
- (c) A Director may be appointed by the Company in any other capacity (other than auditor) and may be appointed on such terms as to remuneration, tenure of office and otherwise as may be agreed by the Directors.

8. Powers And Duties Of Directors

8.1 Powers of Directors

- (a) Subject to the Corporations Act and to any other provisions of this Constitution, the business of the Company will be managed by the Directors, who may exercise all powers of the Company which are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- (b) Without limiting the generality of clause 8.1(a), the Directors may exercise all the powers of the Company:
 - (i) to borrow money, to charge any property or business of the Company or all or any of its uncalled capital; and
 - (ii) to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

8.2 Delegation to committees

- (a) The Board may delegate any of their powers to a committee of Directors and such other persons as the Directors nominate who do not have to be Members. The Board has power to revoke the appointment of any such committee.
- (b) A committee in the exercise of the duties delegated or assigned to it must conform to any regulations, directions or instructions that may be imposed or given by the Board.
- (c) A committee appointed by the Board will be under the control and direction of the Board and has no direct part or power in the management of the Company.

8.3 Conflict

- (a) Neither the holding of office as a Director, nor the fiduciary relationship resulting from holding that office will:
 - (i) disqualify any Director from holding any office or place of profit (other than that of auditor) in the Company;
 - (ii) disqualify any Director from entering into any arrangement, contract or dealing with the Company in any capacity;
 - (iii) avoid or vitiate any arrangement, contract or dealing entered into by or on behalf of the Company in which a Director is any way interested; or
 - (iv) render 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 arising out of the holding of any such office or place of profit or any such arrangement, contract or dealing.
- (b) The nature of the interest of a Director must be disclosed by him or her at the meeting of the Board at which the arrangement, contract or dealing is determined by the Board, if his or her other interest then exists, or, in any other case, at the meeting of the Board next following the acquisition of his or her interest.
- (c) A Director who is in any way interested in any arrangement, contract or dealing referred to in clause 8.3(b) (whether existing or proposed) may vote in respect of the arrangement, contract or dealing at a meeting of the Board and will be counted in a quorum present at such meeting.
- (d) A Director may affix or attest the affixation of the Seal to any instrument notwithstanding any interest which such Director has in the subject matter of that instrument or any other office or place of profit held by such Director.

8.4 Appointment of Attorneys

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes, with the powers, authorities and discretions vested in or exercisable by the Directors for any period and subject to any conditions as they think fit.
- (b) Any appointment under clause 8.4(a) may be made on terms for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

8.5 Negotiable Instruments

All negotiable instruments of the Company must be executed by the person or persons and in the manner that the Board decides from time to time.

8.6 Treasurer

- (a) A Treasurer of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide.
- (b) The Directors may at any time terminate the appointment of a Treasurer.

8.7 Public Officer

- (a) A Public Officer of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide.
- (b) The Directors may at any time terminate the appointment of a Public Officer.

9. Directors' Meetings

9.1 Proceedings

- (a) The Board must meet at least once in each year for the dispatch of business, and may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) At least 48 hours' prior notice of any meeting must be given to the Directors, but with the approval of all members of the Board, a meeting may be held on less notice. Except in the case of a meeting called upon less than 48 hours' notice, an agenda must accompany every notice of a Board meeting.
- (c) The Chairman or Secretary may convene meetings of the Board. The Secretary must on request of any 3 Directors convene a meeting.

9.2 Meetings by Technology

- (a) Where the Directors are not all in attendance at one place and are holding a meeting through a system of communication and each of the Directors can hear and be heard by one another:
 - (i) the participating Directors are taken to be assembled together at a meeting and to be present at that meeting;
 - (ii) the meeting is taken to be held at the place agreed to by the participating Directors so long as at least one participating Director is physically present at that place; and
 - (iii) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were present.

9.3 Advisers

A Director may be accompanied at a meeting of Directors by any adviser the Director may consider necessary, provided that the Director gives the other Directors not less than 72 hours' prior notice, together with details of the adviser and the profession or other expertise of the adviser and that no other Director objects. Such adviser may only observe and may not address the meeting unless all Directors present unanimously agree.

9.4 Quorum of Meetings

- (a) At any meeting of the Board, the quorum is four Directors.
- (b) No item of business may be transacted at a meeting of the Board unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting, it is deemed present throughout the meeting unless the Chairman otherwise declares.
- (c) If within 15 minutes of the time proposed for a meeting of the Board a quorum is not present, the meeting is adjourned to the same day in the next week and at the same time and place.

- (d) At any meeting of the Board that has been adjourned in accordance with clause 9.4(c), two Directors present is a quorum.

9.5 Positions

- (a) The Directors may elect a Chairman to chair their meetings who will hold office for a period of three years. Where necessary, such election will be by ballot.
- (b) The Chairman must, if present, able and willing, preside as Chairman at all meetings of the Board and if:
 - (i) there is no such Chairman; or
 - (ii) the Chairman is not present within 15 minutes after the time appointed for the meeting; or
 - (iii) the Chairman is unable or unwilling to preside,the Directors present must appoint another Director to act as Chairman of that meeting.

9.6 Passing of directors' resolutions

- (a) Subject to this Constitution, questions arising at any meeting of the Directors' will be decided by a majority of votes and a determination by a majority of Directors' will for all purposes be deemed a determination of the Board.
- (b) The Chairman of the Board will have a second or casting vote in the event of an equality of votes in addition to his deliberative vote.

9.7 Circulating Resolution

A resolution in writing of which notice has been given to all the members of the Board and which is signed by all of the members of the Board entitled to vote on the resolution will be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Board.

10. Secretary

10.1 Appointment

The Directors will appoint a Secretary in accordance with the Corporations Act. A Secretary of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide.

10.2 Removal

The Directors may at any time terminate the appointment of a Secretary.

11. Seals

11.1 Adoption of Seal

The Company may adopt a Seal.

11.2 Use

- (a) A Seal may be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal. Every document to which the Seal is affixed must be signed by:

- (i) two Directors; or
 - (ii) a Director and a Secretary (or another person appointed by the Directors to countersign that document or a class of documents in which that document is included).
- (b) This clause 11.2 does not limit the ways in which the Company may execute a document.

12. General Accounts

12.1 Preparation of Accounts

Proper accounting records and other records must be kept and maintained showing correctly the affairs and financial position of the Company. The Company must ensure the relevant accounting and auditing requirements of the Corporations Act are duly complied with.

12.2 Auditor

The Company will appoint and retain a properly qualified auditor whose duties will be determined in accordance with the Corporations Act. No Member is permitted to act as an auditor of the Company.

13. Inspection of Records

13.1 Authorisation

The Directors may authorise a Member to inspect the books of the Company (to the extent, at the time and places and under the conditions the Directors consider appropriate).

13.2 No general right

A Member (other than a Director) does not have the right to inspect any document of the Company, except as provided by law or authorised by the Directors or by the Company in general meeting.

14. Winding Up

14.1 Winding up

If the Company is wound up or dissolved, the Members have no right to participate in any distribution or payment of the assets or property of the Company.

14.2 Distribution of assets

- (a) If the organisation is wound up or its endorsement as a Deductible Gift Recipient is revoked (whichever occurs first), after satisfaction of all debts and liabilities, any surplus deductible assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made and whose constitution prohibits the distribution of its income and property to Members. These include:
 - (i) gifts of money or property for the principal purpose of the organisation.
 - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation.

- (iii) money received by the organisation because of such gifts and contributions.
- (b) The Directors will determine the identity of the institution or institutions for the purpose of clause 14.2, the identity of the institution or institutions for the purpose of clause 14.2, the Company's Solicitors for the time being will make that determination.
- (c) If the Directors fail to determine the identity of the institution or institutions under clause 14.2(b), the Company's Solicitors for the time being will make that determination.

15. Notices

15.1 Notices generally

- (a) Any Member who has not left at, or sent to, the registered office of the Company a place of address at or to which all notices and documents of the Company may be served or sent is not entitled to receive any notice.
- (b) A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
 - (iii) serving it in any manner contemplated in this clause 15.1(b) on a Member's attorney as specified by the Member in a notice given under clause 15.1(c); or
 - (iv) fax to the fax number supplied by the Member to the Company for the giving of notices.
- (c) A Member may by written notice to the Secretary left at or sent to the registered office require that all notices to be given by the Company or the Directors be served on the Member's attorney at an address specified in the notice.
- (d) Where a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:
 - (i) in the case of a notice of a meeting, two days after the date of posting;
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (e) Where a notice is sent by fax, service of the notice is taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day it is sent.

15.2 Notices of general meeting

- (a) Notice of every general meeting must be given in the manner authorised by clause 6.3:
 - (i) to every Member and to each Director; and
 - (ii) to the auditor to the Company.
- (b) No other person is entitled to receive notice of general meetings.

16. Indemnity And Insurance

16.1 Indemnity

- (a) Subject to the Corporations Act, the Company will indemnify any person who is or has been a Director, Secretary or executive officer of the Company against a liability:
 - (i) incurred by the person acting in their capacity as a Director, Secretary or executive officer to a person other than the Company or a related body corporate where the liability does not arise out of a lack of good faith;
 - (ii) for the costs and expenses incurred by the person:
 - (A) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person, or in which the person is acquitted; or
 - (B) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Corporations Act.
- (b) Every employee who is not a Director, Secretary or executive officer of the Company may be indemnified out of the property of the Company against a liability:
 - (i) incurred by the employee acting in that capacity;
 - (ii) for the costs and expenses incurred by an employee:
 - (A) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the employee, or in which the person is acquitted; or
 - (B) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Corporations Act.

16.2 Insurance

- (a) Subject to the Corporations Act, the Company may pay insurance premiums in respect of insurance for the benefit of a Director, Secretary or executive officer acting in that capacity against:
 - (i) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
 - (ii) a liability arising from negligence or other conduct not being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Corporations Act dealing with improper use of inside information or position.
- (b) The Company may pay insurance premiums in respect of insurance for the benefit of the auditor or an employee of the Company who is not a Director, Secretary or executive officer concerned in the management of the Company Notices.