

**Constitution of  
The Moreton Bay Foundation Limited  
A company limited by guarantee,  
established for a charitable purpose**

## Table of contents

### Preliminary

- 1 Name of the Company
- 2 Type of company
- 3 Limited liability of Members
- 4 The Guarantee
- 5 Definitions

### Charitable purposes and powers

- 6 Charitable Purpose
- 7 Principal Objects
- 8 Other Objects
- 9 Powers
- 10 Not-for-profit
- 11 Amending the Constitution

### Members

- 12 Classes of members
- 13 Board may create and vary classes and class rights
- 14 Membership fees
- 15 Register of Members
- 16 Who can be a Member
- 17 How to apply to become a Member
- 18 Decision to approve membership
- 19 When a person becomes a Member
- 20 No transfer of membership
- 21 When a person stops being a Member
- 22 Resignation
- 23 Termination of membership
- 24 Representative Members
- 25 Honorary members
- 26 Patrons

### Dispute resolution and disciplinary procedures

- 27 Dispute resolution
- 28 Disciplining Members

### General Meetings of members

- 29 General Meetings called by the Board
- 30 General Meetings called by Members
- 31 Annual General Meeting

- 32 General Meeting notice
- 33 Quorum at General Meetings
- 34 Auditor's right to attend meetings
- 35 Representatives of Members
- 36 Using technology to hold meetings
- 37 Chairperson for General Meetings
- 38 Role of Chairperson at General Meetings
- 39 Adjournment of meetings

### Members' resolutions and statements

- 40 Members' resolutions and statements
- 41 Circular resolutions of Members

### Voting at General Meetings

- 42 How many votes a Member has
- 43 Challenge to Member's right to vote
- 44 How voting is carried out
- 45 When and how a vote in writing must be held
- 46 Appointment of proxy
- 47 Voting by proxy

### Chairperson's powers

- 48 Chairperson's rulings

### Establishment of expert scientific forums

- 49 Membership of forums
- 50 Forum meetings
- 51 Chairperson of the Forum

### Board

- 52 Election and composition of Board

### Directors

- 53 Number of directors
- 54 Election and appointment of Directors
- 55 Election of Chairperson
- 56 Term of office
- 57 When a director stops being a director

58 Alternate directors

## Powers of Board

- 59 Powers
- 60 Delegation of Board's powers
- 61 Payments to Directors
- 62 Execution of documents

## Duties of Directors

- 63 Duties
- 64 Conflicts of interest

## Board meetings

- 65 Meeting times and venue
- 66 Calling Board meetings
- 67 Chairperson for Board meetings
- 68 Quorum at Board meetings
- 69 Using technology to hold Board meetings
- 70 Passing Board resolutions
- 71 Circular resolutions of Board

## Secretary

- 72 Appointment and role of Secretary
- 73 Removal of Secretary

## Minutes and records

- 74 Minutes and records
- 75 Keeping records

## Validity of acts

- 76 Acts done by Directors

## By-laws

- 77 Making and complying with by-laws

## Notice

- 78 What is notice
- 79 Notice to the Company
- 80 Notice to Members
- 81 Notice to Directors
- 82 When notice is taken to be given

## Financial Year

- 83 Company's Financial Year

## Indemnity, insurance and access

- 84 Indemnity
- 85 Insurance
- 86 Directors' access to documents

## Winding up

- 87 Surplus Assets not to be distributed to Members
- 88 Distribution of Surplus Assets

## Definitions and interpretation

- 89 Definitions
- 90 Reading this constitution with legislation
- 91 Interpretation

## Preliminary

### 1. Name of the Company

The name of the Company is The Moreton Bay Foundation Limited.

### 2. Type of company

The Company is a not-for-profit public company limited by guarantee which is established to be, and will continue to be, a charity.

### 3. Limited liability of Members

The liability of Members is limited to the amount of the Guarantee in clause 4.

### 4. The Guarantee

Each Member must contribute an amount not more than \$10 (the “**Guarantee**”) to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:

- (a) debts and liabilities of the Company incurred before the Member stopped being a Member; or
- (b) costs of winding up the Company.

### 5. Definitions

In this Constitution, words and phrases have the meaning stated in clauses 89 and 90.

## Charitable purposes and powers

### 6. Charitable Purpose

The Company may only pursue charitable purposes associated with its objects as set out in clauses 7 and 8, and must do so predominately in Australia.

### 7. Principal Objects

The principal objects of the Company are to:

- (a) act as trustee of the Trust;
- (b) pursue and further the protection and enhancement of the natural environment within the geographic area of the Moreton Bay region situated in South-east Queensland, Australia, including in relation to its catchments, coastal areas and tributary rivers (the “**Moreton Bay Area**”); and
- (c) facilitate, commission, organise, implement or otherwise be involved in the collection, synthesis and dissemination (amongst other things) of data gathered or information obtained from the carrying out of academic or scientific research or other educational pursuit in connection with the Moreton Bay Area for the purposes of the protection and enhancement of its natural environment,

each for the benefit of current and future generations of the public, and the communities situated within, or adjacent to, the Moreton Bay Area.

### 8. Other Objects

8.1 In furtherance of clause 7, the objects of the Company include to actively pursue and endeavour to achieve and maintain the ecological and environmental conservation and sustainability of the Moreton Bay Area, by (amongst other things):

- (a) undertaking activities designed to protect, conserve and enhance the natural environment within the Moreton Bay Area;
- (b) ensuring that all social, cultural, commercial and recreational uses of the Moreton Bay Area are sustainable in the context of its natural environment and based on factual, scientific or other evidence-based practice, so that the competing demands upon the Moreton Bay Area are evaluated and resolved having regard to the protection, preservation and enhancement of the natural environment within the Moreton Bay Area;
- (c) fostering and raising public awareness in relation to the protection of ecosystems within, and the biodiversity of, the natural environment of the Moreton Bay Area;
- (d) ensuring that economic, social and urban planning within and affecting the natural environment within the Moreton Bay Area is based on appropriate principles of sustainable ecological conservation;
- (e) working strategically to mitigate the environmental impacts (including to proximate or otherwise relevant ecosystems) of developments within and surrounding the Moreton Bay Area, including (but not limited

to) marine infrastructure, coastal defence, ports and residential developments, recreational and tourism developments, and to promote and champion the protection and sustainability of the natural environment within the Moreton Bay Area in relation to the approval, planning, execution and ongoing operation of such developments;

- (f) advocating for, promoting and championing the management of the natural and other environmental resources within the Moreton Bay Area for the present and future enjoyment of the public (including for present and future generations);
  - (g) generally, take such action as may be necessary or appropriate in the interests of promoting, understanding, protecting and conserving the natural environment within the Moreton Bay Area;
  - (h) to acknowledge, value and celebrate the social and cultural history and knowledge of the original inhabitants of, and all others who had a relationship and association with, the Moreton Bay Area, including valuing their traditions, oral history, social practices, traditional craftsmanship and other skills transmitted from generation to generation;
  - (i) facilitating the evaluation, dissemination and exchange of information relating to the conservation and protection of the natural environment within the Moreton Bay Area;
  - (j) facilitating, organising or otherwise providing educational products and services in connection with, or concerning, the protection and enhancement of the natural environment within the Moreton Bay Area;
  - (k) encouraging the general public and broader community to value, appreciate, celebrate and actively support the protection, conservation and enhancement of the natural environment within the Moreton Bay Area;
  - (l) promoting and facilitating the involvement of the general public and broader community in the development and implementation of government policy and management arrangements relating to the protection, conservation and enhancement of the natural environment within the Moreton Bay Area;
  - (m) generally co-operate with, and promote co-operation among persons, trusts, corporations, firms, associations, institutions, governments, instrumentalities of government, municipal authorities, and other bodies in Australia or elsewhere concerned with, or interested in, the protection, conservation and enhancement of the natural environment within the Moreton Bay Area,
  - (n) seeking donations and funding from the general public, and public and private sectors to fund the activities of the Company;
  - (o) identifying agencies and entities with objects consistent with those of the Company and enter into arrangements, partnerships and joint ventures with them in connection with the protection, conservation and enhancement of the natural environment within the Moreton Bay Area;
  - (p) facilitating, funding (in whole or in part) and otherwise providing assistance to, or in respect of, environmental and ecological conservation projects or undertakings, including research and management initiatives within and surrounding the Moreton Bay Area;
  - (q) providing, granting and otherwise making available funding, facilities, apparatus, equipment and other resources to any person, trust, corporation, firm, association, institution, government, instrumentality of government, municipal authority or other body for a purpose consistent with the Company's objects as set out in clause 7 and this clause 8;
  - (r) offering, providing, sponsoring or contributing towards any lecture, scholarship, prize or other award for any research, study, literary contribution or other academic effort consistent with the Company's objects as set out in clause 7 and this clause 8;
  - (s) producing, facilitating or encouraging the production of, and making available, whether by sale or otherwise, things and materials including books, periodicals, pamphlets, lectures, podcasts, radio, television and internet-based programmes, and films relevant to the Company's objects as set out in clause 7 and this clause 8; and
  - (t) doing all such other things as are incidental or conducive to the attainment of any of all of the objects set out in clause 7 and this clause 8.
- 8.2 The Company will make every effort to ensure that in all its dealings in furthering the Company's objects as set out in clause 7 and this clause 8, there will be no discrimination on grounds of race, culture, gender or religion.

## 9. Powers

Subject to clause 10, the Company has the following powers, which may only be used to carry out its objects as set out in clauses 7 and 8:

- (a) the powers of an individual; and
- (b) all the powers of a company limited by guarantee under the Corporations Act.

## **10. Not-for-profit**

- 10.1 Subject to clauses 10.3 and 10.4, all income, property and profits of the Company must be applied towards the promotion of the Company's objects as set out in clauses 7 and 8.
- 10.2 The Company must not distribute any income or assets directly or indirectly to its Members (including by way of dividend, bonus or otherwise), except as provided in clauses 10.3, 10.4 and 88.
- 10.3 Clauses 10.1 and 10.2 do not prevent the Company from doing the following things, provided they are done for a proper purpose:
  - (a) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company;
  - (b) making a payment to a Member in carrying out the Company's charitable purposes;
  - (c) the payment of interest on money borrowed from a third party at commercial interest rates available at the time of the borrowings for any of the purposes of the Company, provided such interest rates and payments are approved by the Board;
  - (d) paying reasonable rent for premises let by an officer of the Company or a Member; or
  - (e) paying remuneration for services provided by an officer of the Company or a Member, or reimbursement of expenses incurred by, that person (other than as a Director) or firm, including in accordance with clause 61.
- 10.4 Clauses 10.1 and 10.2 do not prevent an officer of the Company or a Member being the recipient of services from the Company in accordance with the Company's objects as set out in clauses 7 and 8.

## **11. Amending the Constitution**

- 11.1 Subject to clause 11.2, Members may amend this Constitution by passing a Special Resolution.
- 11.2 Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.

## **Members**

### **12. Classes of members**

- 12.1 The classes of Members of the Company are:
  - (a) the Initial Members;
  - (b) Ordinary Members;
  - (c) Research Members;
  - (d) Friends of Moreton Bay Members; and
  - (e) any other classes of Members, as determined by the Board from time to time.
- 12.2 The number of Members is unlimited.
- 12.3 Only the Initial Members and Ordinary Members are entitled to vote at General Meetings or on circular resolutions of the Company.

### **13. Board may create and vary classes and class rights**

- 13.1 The Board may, subject to this Constitution and the Corporations Act:
  - (a) prescribe, revoke and amend the criteria for membership and any classes of membership (but are not obliged to accept persons fulfilling those criteria as Members or Members of a class);
  - (b) establish any new class of Members and define the rights, restrictions and obligations of Members in that class; and
  - (c) vary or cancel the rights, restrictions and obligations of Members in any new or existing class, if:
    - i. at least 75% of the Members of that class give their written consent; or
    - ii. a Special Resolution to that effect is passed at a separate meeting of those Members.
- 13.2 The clauses on general meetings apply to meetings of a class of Members so far as they are capable of application and with the necessary changes to every separate meeting.

### **14. Membership fees**

- 14.1 The Board may resolve from time to time that any person applying to become a Member must pay an application fee and, if so, how much and when and how it is to be paid ("**Application Fee**").

- 14.2 The Annual Fee for each class of membership shall be:
- (a) an amount determined by the Board from time to time, in its absolute discretion; and
  - (b) payable in a manner determined by the Board ("**Annual Fee**").
- 14.3 The Board may waive, vary or reduce the Annual Fee for any class of Member, in its absolute discretion.
- 14.4 All Annual Fees shall become due and payable in advance on the 30th day of June in every year or at any other time or times specified by the Board in its absolute discretion.
- 14.5 In addition to any other rights of the Company, if:
- (a) any Annual Fee is due and payable by a Member and is not paid; or
  - (b) a Member is suspended,
- the Member has no right to be present at, be counted among the quorum for, or vote, whether in person or by proxy, attorney or representative, at a General Meeting of the Company.

## 15. Register of Members

- 15.1 The Company must establish and maintain a register of Members ("**Register of Members**").
- 15.2 The Register of Members must be kept by the Secretary.
- 15.3 The Register must contain any details decided by the Board from time to time, but must include:
- (a) the following information for each current Member:
    - i. name;
    - ii. residential and postal address;
    - iii. any alternative address nominated by the Member for the service of notices, including any electronic address such as email;
    - iv. current membership class of the Member;
    - v. date the Member was entered in the Register of Members; and
  - (b) details about any termination or reinstatement of the Member's membership; or
  - (b) for each person who ceased to be a Member in the last seven years:
    - i. name;
    - ii. residential and postal address;
    - iii. any alternative address nominated by the Member for the service of notices, including any electronic address such as email;
    - iv. membership class for each Financial Year of the Member's membership;
    - v. dates the Member's membership started and ended; and
  - (c) details about any termination or reinstatement of the Member's membership; or
- 15.4 A Member must promptly notify the Company of any change in the Member's details which are recorded in the Register of Members.
- 15.5 A Member may be granted access to the Register of Members subject to, and in accordance with, the Corporations Act.

## 16. Who can be a Member

- 16.1 Subject to clause 16.2, a person may apply for membership of the Company (other than as an Initial Member), as:
- (a) a "**Research Member**", if the Board determines they are a recognised academic or scientific organisation or institution which in whole or in part studies or is involved in a field or subject matter that is consistent with the objects of the Company as set out in clauses 7 and 8;
  - (b) an Ordinary Member; or
  - (c) a Friends of Moreton Bay Member.
- 16.2 A person is eligible to apply to be a Member of the Company if the person:
- (a) has ceased to be an Initial Member in accordance with clause 21.1(a);
  - (b) has not been convicted of an indictable offence;
  - (c) is not bankrupt (for an individual Member) or wound up or otherwise dissolved or deregistered (for an incorporated or unincorporated entity Member);
  - (d) is not an employee, contractor or consultant of the Company; and
  - (e) supports the objects of the Company as set out in clauses 7 and 8.

## 17. How to apply to become a Member

- 17.1 A person (as defined in clause 91(g)) may apply to become a Member of the Company by paying the relevant Application Fee to the Company and submitting to the Secretary a properly completed application in the

form prescribed by the Board from time to time (“**Membership Application**”) which must include a statement that the person:

- (a) wants to become a Member and the class of membership applied for;
- (b) supports the objects of the Company as set out in clauses 7 and 8; and
- (c) agrees to comply with, and be bound by, the Company’s constitution, including paying the Guarantee under clause 4, if required.

## **18. Decision to approve membership**

- 18.1 The Board must consider an application for membership within a reasonable time after the Secretary receives the Membership Application.
- 18.2 The Board does not have to provide any reasons for accepting or rejecting an application for membership.
- 18.3 If the Board approves an application for membership, the Secretary must within a reasonable time after the Board’s approval:
  - (a) enter the new Member on the Register of Members;; and
  - (b) inform the Member in writing that their application for membership was approved, and the date that their membership started (see clause 19).
- 18.4 If the Board rejects a person’s application for membership, the Secretary must write to the person within a reasonable time to advise them that their application has been rejected, but does not have to advise the Board’s reasons (if any) for rejecting the application.
- 18.5 For the avoidance of doubt, the Board may approve an application for membership even if the Membership Application does not state the matters listed in clause 17.1. In that case, by applying to be a Member, the applicant agrees to those three matters.

## **19. When a person becomes a Member**

- 19.1 An applicant will become a Member when they are entered on the Register of Members.

## **20. No transfer of membership**

- 20.1 A Member must not sell, transfer or dispose of their interests in the Company to another Member or a third party.

## **21. When a person stops being a Member**

- 21.1 A person immediately stops being a Member if:
  - (a) they are an Initial Member, once one of the following occurs:
    - i. there are three or more Ordinary Members who are bodies corporate; or
    - ii. there are fifty or more Ordinary Members;
  - (b) they do not pay any Annual Fee owed by them to the Company within three months of the due date for payment;
  - (c) they are expelled by the Board or Members in a General Meeting in accordance with this Constitution, including clause 28;
  - (d) they resign as a Member, by writing to the Secretary in accordance with clause 22;
  - (e) they have not responded within three months to a written request from the Secretary requesting that they confirm in writing that they want to remain a Member;
  - (f) in the case of a natural person, they:
    - i. become an employee, contractor or consultant of the Company;
    - ii. die;
    - iii. become of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health; or
    - iv. become bankrupt or insolvent or make an arrangement or composition with creditors of the person’s joint or separate estate generally; or
  - (g) in the case of a body corporate or an unincorporated body, they:
    - i. are being wound up or otherwise dissolved or deregistered and will cease to exist;
    - ii. have a liquidator or provisional liquidator appointed to them; or
    - iii. are insolvent.

## **22. Resignation**

- 22.1 A Member may by written notice to the Company resign as a Member with immediate effect or with effect from a specified date occurring not more than six months after the service of the notice. A Member remains



liable after resignation for all money due by the Member to the Company at the date of resignation, in addition to any sum for which the Member is liable as a Member under the Guarantee.

### **23. Termination of membership**

- 23.1 Without limiting clause 21, the Board may by written notice to the Member terminate the Member's membership with immediate effect or with effect from a specified date occurring not more than three months after service of the notice.

### **24. Representative Members**

- 24.1 If a person is admitted as a Member as a representative of an unincorporated association or body, the name of the Member, the name of the unincorporated association or body and the fact that the Member is its representative must be entered in the Register of Members.
- 24.2 Subject to the Board's right to decline to accept any person as a Member, the unincorporated association or body may replace the Member who is its representative with another person. It must give written notice to the Company setting out the details of the new representative and be signed by an officer of the association or body. It is not necessary for the outgoing Member to resign or the incoming Member to apply to become a Member.

### **25. Honorary members**

- 25.1 The Board may admit any persons to, and remove any persons from, honorary membership of the Company. The Board may not give an honorary member the right to vote on a matter concerning the Company, but may otherwise determine the rights and obligations of an honorary member.

### **26. Patrons**

- 26.1 The Board may appoint and remove any persons as a patron or any other honorary title-holder of the Company on any terms the Board think fit. A patron (or other honorary title-holder) may, in the discretion of the Board, be given the right to:
- (a) attend and speak (but not vote) at any General Meeting of the Company and be given notice of the meeting as if a Member; and
  - (b) receive accounts of the Company when available to Members.
- 26.2 An honorary member is not a Member for the purposes of this Constitution or the Corporations Act.

## **Dispute resolution and disciplinary procedures**

### **27. Dispute resolution**

- 27.1 The dispute resolution procedure in this clause 27 applies to disputes ("**Dispute**") under this Constitution between a Member or Director and:
- (a) one or more Members
  - (b) one or more Directors, and
  - (c) the Company.
- 27.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 28 until the disciplinary procedure is completed.
- 27.3 Those involved in the Dispute must try to resolve it between themselves within 14 days of being advised in writing about it.
- 27.4 If those involved in the Dispute do not resolve it under clause 27.3, any person involved in the Dispute may within 14 days after the final attempt to resolve the Dispute:
- (a) advise the Secretary, in writing, about the Dispute; and
  - (b) attempt in good faith, within a reasonable time, to settle the Dispute by mediation.
- 27.5 The mediator under clause 27.4(b) will be a person agreed upon by all those involved in the Dispute, and failing agreement, a person nominated by the Law Society of the State where the Company's registered office is.
- 27.6 Any mediator must:
- (a) be independent of those involved in the Dispute, and not have a personal interest in the Dispute; and
  - (b) not be biased towards or against anyone involved in the Dispute.
- 27.7 When conducting the mediation, the mediator must:
- (a) allow those involved to be accompanied by a support person;
  - (b) allow those involved a reasonable chance to be heard;

- (c) allow those involved a reasonable chance to review any written statements;
- (d) ensure that those involved are given natural justice; and
- (e) not make a decision on the Dispute.

## **28. Disciplining Members**

- 28.1 In accordance with this clause 28, the Board may resolve to warn, suspend or expel a Member from the Company if:
- (a) the Member wilfully refuses or neglects to comply with the provisions of this Constitution or any by-laws, policies or other standards prescribed by the Company or Board from time to time; or
  - (b) the Member's behaviour is causing, has caused, or is likely to cause harm of any kind to the Company.
- 28.2 At least 30 days before the Board meeting at which a resolution under clause 28.1 will be considered, the Secretary must notify the Member in writing:
- (a) that the Board is considering a resolution to warn, suspend or expel the Member;
  - (b) that the resolution will be considered at a Board meeting and the date of that meeting;
  - (c) what the Member is said to have done or not done;
  - (d) the nature of the resolution that has been proposed;
  - (e) that the Member may provide an explanation to the Board; and
  - (f) should the Member wish to provide an explanation under clause and subject to clause 28.3, details of how to do so and in what timeframe.
- 28.3 Before the Board passes any resolution under clause 28.1, the Member must be given, over a reasonable timeframe, a chance to explain or defend themselves, including by:
- (a) sending the Secretary a written explanation before that Board meeting; and/or
  - (b) speaking at the meeting, either personally or by using an advocate.
- 28.4 After considering all relevant matters regarding the Member's conduct, the Board may:
- (a) take no further action;
  - (b) warn the Member;
  - (c) suspend the Member's rights as a Member for a period of no more than 12 months;
  - (d) expel the Member; or
  - (e) require the matter to be determined at a General Meeting.
- 28.5 The Board cannot fine a Member.
- 28.6 Any decision by the Board under clause 28.4(a)-(d) is final, with no right of appeal.
- 28.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 28.8 The Secretary must, as soon as possible, give written notice to the Member of the Board's decision under clause 28.4.
- 28.9 There will be no liability by the Company or any Director for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause 28.

## **General Meetings of Members**

### **29. General Meetings called by the Board**

- 29.1 The Board may call a General Meeting.
- 29.2 If Members with at least 30% of the votes that may be cast at a General Meeting make a written request to the Company for a General Meeting to be held, the Board must:
- (a) within 30 days of receiving the Members' request, give all Members a General Meeting notice; and
  - (b) hold the General Meeting within two months of receiving the Members' request.
- 29.3 The percentage of votes that Members must have (under clause 29.2) is to be worked out as at midnight before date the Members' request the meeting.
- 29.4 The Members who make the request for a General Meeting must:
- (a) state in the request, the percentage of votes those Members have as at midnight before the date of the request (under clauses 29.2 and 29.3);
  - (b) state in the request the reasons for calling a General Meeting;
  - (c) state in the request any resolutions to be proposed at the meeting;
  - (d) all sign and date the request; and
  - (e) give the request to the Secretary within three days of the date of the request.
- 29.5 Separate copies of the request may be signed by Members if the wording of the request is the same in each copy.

### **30. General Meetings called by Members**

- 30.1 If the Board does not call the meeting within 30 days of being requested to do so under clause 29.2, 50% or more of the Members who made the request may call and arrange to hold a General Meeting.
- 30.2 To call and hold a meeting under clause 30.1 the Members must:
- (a) as far as reasonably possible, follow the procedures for General Meetings stated in this Constitution;
  - (b) send a meeting notice to all Members on the Register of Members, relying on information stated in the Register of Members; and
  - (c) hold the General Meeting within three months after the request was given to the Company.
- 30.3 To assist Members call and hold the meeting under this clause 30, the Secretary must provide the Register of Members to those Members at no cost and within three days of the Members requesting it.
- 30.4 Where Members call and hold a General Meeting under this clause 30, the Company must pay those Members any reasonable expenses they incur because the Board did not call and hold the meeting.

### **31. Annual General Meeting**

- 31.1 “**Annual General Meetings**” of the Company are to be held in accordance with this clause 31, subject to any applicable law.
- 31.2 A General Meeting, called the “**Annual General Meeting**”, must be held by the Company:
- (a) within 18 months after registration of the Company; and
  - (b) after the first Annual General Meeting, at least once in every calendar year.
- 31.3 Even if these items are not stated in the meeting notice, the business of an Annual General Meeting must include:
- (a) a review of the Company’s activities since registration, or the last Annual General Meeting;
  - (b) a review of the Company’s finances since registration, or over the last Financial Year;
  - (c) presentation of any auditor’s report;
  - (d) the election of Directors to the Board;
  - (e) payment of Directors’ fees (if any); and
  - (f) the appointment and payment of auditors (if relevant).

### **32. General Meeting notice**

- 32.1 Notice of a General Meeting must be given in accordance with this clause 32, subject to any applicable laws.
- 32.2 A General Meeting notice must be given to:
- (a) each Member;
  - (b) each Director; and
  - (c) the auditor (if any).
- 32.3 A General Meeting notice must be provided in writing at least 30 days before the meeting.
- 32.4 Subject to clause 32.5, a General Meeting notice may be provided less than 30 days before the meeting if:
- (a) for an Annual General Meeting, all Members entitled to vote at the Annual General Meeting agree beforehand; or
  - (b) for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 32.5 A meeting notice cannot be provided less than 30 days before the meeting if at that meeting, a resolution will be moved to:
- (a) suspend or expel a Member;
  - (b) remove a Director from the Board;
  - (c) appoint a Director to the Board in order to replace a Director who was removed; or
  - (d) remove an auditor.
- 32.6 Subject to applicable laws, a General Meeting notice must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - (b) the general nature of the meeting’s business;
  - (c) if applicable, a statement that a Special Resolution is to be proposed, the words of that proposed resolution and an explanatory note not exceeding 500 words about the proposed resolution;
  - (d) the words of any ordinary resolution/s proposed and an explanatory note not exceeding 500 words about each proposed resolution;
  - (e) any Members’ statements (if applicable) under clause 40.1(b); and

- (f) a statement that all Members entitled to vote have the right to appoint proxies and that, if a Member appoints a proxy:
  - i. the proxy does not need to be a Member of the Company; and
  - ii. notice of a proxy must be delivered to the Company at its registered address or the address (including any electronic address) specified in the notice of the meeting, at least 72 hours before the meeting.

32.7 If a General Meeting is adjourned for one month or more, Members must be given new notice of the resumed meeting.

32.8 The non-receipt of, or accidental omission to give, a notice of a General Meeting or cancellation, postponement or change of details for a General Meeting to a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of a meeting.

### **33. Quorum at General Meetings**

33.1 For a General Meeting to be held, more than 50% of Members entitled to vote (a quorum) must be present (in person, by proxy or by representative) for the whole meeting.

33.2 When determining whether a quorum is present, a person may only be counted once (even if that person is a representative or proxy of more than one Member).

33.3 No business may be conducted at a General Meeting if a quorum is not present.

33.4 If there is no quorum present within 30 minutes after the starting time stated in the General Meeting notice, the meeting is adjourned to a date within 14 days of the date of the meeting, at a time and place that the Chairperson of that meeting specifies. If the Chairperson does not specify one or more of those things, the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week;
- (b) if the time is not specified – the same time in any date specified, or if no date is specified, the date under clause 33.4(a); and
- (c) if the place is not specified – the same place.

33.5 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

### **34. Auditor's right to attend meetings**

34.1 The auditor of the Company is entitled to attend any General Meeting and to be heard by Members on any part of the business of the meeting that concerns the auditor in their capacity as auditor.

34.2 The Company must give the auditor any communications relating to the General Meeting that a Member of the Company is entitled to receive.

### **35. Representatives of Members**

35.1 An incorporated Member may appoint as a representative:

- (a) an individual to represent the Member at General Meetings and to sign circular resolutions under clause 41; and
- (b) that same individual or another individual for the purpose of being nominated or elected as a Director.

35.2 The appointment of a representative by a Member must:

- (a) be in writing;
- (b) include the name and address of the representative;
- (c) state the period of the representation, either for a specific meeting or period of time, or ongoing;
- (d) be signed and dated on behalf of the Member;
- (e) be signed and dated by the representative; and
- (f) be given to the Secretary before the meeting starts.

35.3 A representative has all the rights of a Member relevant to the purposes of the appointment as a representative.

### **36. Using technology to hold meetings**

36.1 The Company may hold a General Meeting at two or more venues using any technology that gives all Members a reasonable opportunity to participate, including to hear and be heard.

36.2 Anyone using this technology is taken to be present in person at the meeting.

### **37. Chairperson for General Meetings**

37.1 The Chairperson is entitled to chair General Meetings.

- 37.2 Members Present and entitled to vote at a General Meeting may choose a Director or Member to be the Chairperson for that meeting if:
- (a) the Chairperson is not present within 20 minutes after the starting time set for the meeting; or
  - (b) the Chairperson is present but states they do not wish to act as Chairperson of the meeting.

### **38. Role of Chairperson at General Meetings**

- 38.1 The Chairperson of a General Meeting is responsible for the conduct of that meeting.
- 38.2 The Chairperson must give Members a reasonable opportunity to make comments and ask questions (including to the auditor), about the governance, management and operations of the Company.
- 38.3 The Chairperson does not have a casting vote at any General Meeting.

### **39. Adjournment of meetings**

- 39.1 Despite a quorum being present, a General Meeting must be adjourned if a majority of Members Present and entitled to vote direct the Chairperson of that meeting to adjourn it.
- 39.2 If Members direct the Chairperson to adjourn a meeting, then the meeting is adjourned to a date within 14 days of the date of the General Meeting, a time and place that the Chairperson of that meeting specifies. If the Chairperson does not specify one or more of those things, the meeting is adjourned under the same terms as stated in clause 33.4(a) – (c).
- 39.3 Only unfinished business may be dealt with at a meeting resumed after an adjournment under this clause 39.

## **Members' resolutions and statements**

### **40. Members' resolutions and statements**

- 40.1 Members entitled to vote at General Meetings may give the Secretary a written copy of each:
- (a) resolution the Member proposes to move at a General Meeting (Members' resolution); and/or
  - (b) Member's statement about a proposed resolution or any other matter that may properly be considered at a General Meeting.
- 40.2 Proposed resolutions under clause 40.1(a) must state the wording of the proposed resolution, include an explanatory note not exceeding 500 words about the proposed resolution, and be signed and dated by the Member/s proposing the resolution.
- 40.3 Members' statement/s under clause 40.1(b) must not exceed 500 words, and be signed and dated by the Member/s making the statement.
- 40.4 Separate copies of Members' proposed resolutions or Members' statements under this clause 40 may be signed and dated by those Members if the wording is the same in each copy.
- 40.5 If the Secretary receives a copy of a Member's proposed resolution or statement, those documents must be included in the meeting notice distributed to Members for the next General Meeting held more than two months after the Secretary receives the documents.
- 40.6 The Company does not need to send a Member's proposed resolution or statement to Members if the Board obtains legal advice that the proposed resolution or statement would likely be considered defamatory.
- 40.7 This clause 40 does not limit any other right that a Member has to propose a resolution at a General Meeting.

### **41. Circular resolutions of Members**

- 41.1 Subject to clause 41.2, the Board may put a resolution to Members to pass a resolution without a General Meeting being held (a "**Circular Resolution**").
- 41.2 The Board must notify the auditor (if any) as soon as possible that a Circular Resolution has or will be put to Members, and set out the wording of the resolution.
- 41.3 Circular Resolutions cannot be used:
- (a) to appoint or remove an auditor or a Director, to suspend a Member's rights, or to expel a Member;
  - (b) for passing a Special Resolution; or
  - (c) where the Corporations Act or this Constitution requires a meeting to be held.
- 41.4 A Circular Resolution is passed if all Members entitled to vote on the resolution sign or agree to the Circular Resolution, in the manner stated in clauses 41.6 or 41.7.
- 41.5 The date any Circular Resolution is passed is taken to be the date the last Member signs and dates the resolution.

- 41.6 Members may sign and date:
- (a) a single document stating the words of the Circular Resolution and containing a statement that they agree to the resolution; or
  - (b) separate copies of that document, as long as the wording is the same in each copy.
- 41.7 The Company may send a Circular Resolution by email to Members entitled to vote on the resolution, and Members will be taken to have complied with clause 41.6 if they send the Company a reply email which states the text of the resolution and a statement to the effect that they agree with the resolution.
- 41.8 If a Member sends a reply email under clause 41.7, the date of the Member's reply will be taken to be the business day after the email is sent to the Company (in line with clause 82(c)).

## Voting at General Meetings

### 42. How many votes a Member has

Each Initial Member and Ordinary Member has one vote.

### 43. Challenge to Member's right to vote

- 43.1 A Member or the Chairperson of a General Meeting may challenge a person's right to vote at that meeting.
- 43.2 If a challenge is made under clause 43.1, the Chairperson must use all reasonable efforts to determine, and then make a decision on whether the person can or cannot vote. The Chairperson's decision is final, with no right of appeal.
- 43.3 A Member or the Chairperson may challenge a person's right to vote on a circular resolution on the Company's receipt of the Member's signed resolution under clause 41.6 or reply email under clause 41.7.
- 43.4 If a challenge is made under clause 43.1, the Chairperson must use all reasonable efforts to determine, and then make a decision on whether the person can or cannot vote. The Chairperson's decision is final, with no right of appeal.

### 44. How voting is carried out

- 44.1 At a General Meeting, voting must be conducted and decided by:
- (a) a show of hands;
  - (b) a vote in writing; or
  - (c) another method chosen by the Chairperson of the meeting that is fair and reasonable in the circumstances.
- 44.2 Before a vote is taken, the Chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- 44.3 On a show of hands, the Chairperson and any Member or other Director chosen by the Chairperson will count the votes, and their agreed count will be conclusive evidence of the result of the vote.
- 44.4 The Chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

### 45. When and how a vote in writing must be held

- 45.1 A vote in writing may be demanded on any resolution instead of, or before a vote by a show of hands by:
- (a) at least 30% of Members Present and entitled to vote; or
  - (b) the Chairperson of that meeting.
- 45.2 A vote in writing must be taken when and how that Chairperson directs, unless clause 45.3 applies.
- 45.3 A vote in writing demanded under clause 45.1 must be held:
- (a) for the election of a Chairperson under clause 37.2; or
  - (b) to decide whether to adjourn the meeting.
- 45.4 A demand for a vote in writing may be withdrawn.

### 46. Appointment of proxy

- 46.1 An Initial Member or Ordinary Member may appoint a proxy to attend and vote at a General Meeting on their behalf.
- 46.2 A proxy does not need to be a Member.
- 46.3 A proxy appointed to attend and vote for a Member has the same rights as the Member to:
- (a) speak at the meeting;
  - (b) vote in writing under clause 44.1(b) (but only to the extent allowed by the appointment); and
  - (c) join a demand for a vote in writing under clause 45.1.

- 46.4 A document appointing a proxy must be signed and dated by the Member appointing the proxy and state the:
- (a) Member's name and address;
  - (b) Company's name;
  - (c) proxy's name and address;
  - (d) period of time the proxy is valid, either for a specific meeting or period of time, or ongoing; and
  - (e) signature of the proxy.
- 46.5 The proxy document must be received by the Secretary at the address stated in the meeting notice, or at the Company's registered address, at least 72 hours before the meeting.

#### **47. Voting by proxy**

- 47.1 A proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.
- 47.2 Unless the Company receives written notice from the appointing Member before the start or resumption of a General Meeting at which a proxy votes, a vote cast by their proxy is valid even if, before the proxy votes, the appointing Member:
- (a) revokes the proxy's appointment;
  - (b) revokes the authority of a representative or agent who appointed the proxy;
  - (c) becomes mentally incapacitated; or
  - (d) dies.
- 47.3 A proxy appointment may specify the way the proxy must vote on a particular resolution, and the proxy cannot vote contrary to such specification.

## **Chairperson's powers**

#### **48. Chairperson's rulings**

- 48.1 Subject to clause 39 dealing with adjournment of meetings, a ruling of the Chairperson of a General Meeting on any matters relating to the order of business, procedure or conduct of the meeting is final.
- 48.2 That Chairperson, in their discretion, may expel any person from a General Meeting if the Chairperson reasonably considers that the person's conduct is inappropriate, including the use or perceived threat of physical force, or offensive or abusive language which is directed to any person, object or thing.

## **Establishment of expert scientific forums**

#### **49. Membership of forums**

- 49.1 The Board will establish and hold expert scientific forums (each a "Forum").
- 49.2 Based on the deliberations of the relevant Forum the Chairperson appointed in accordance with clause 51.1 of each such Forum will provide a written report to the Board following the relevant Forum, stating advice and recommendations to the Board, in relation to scientific research, evidence-based practice, and knowledge-into-actions relevant to the Company's objects set out in clauses 7 and 8.
- 49.3 Each Ordinary and Research Member may nominate one representative to attend each Forum, and that representative will be a member of the Forum.
- 49.4 In addition to membership of the Forum under clause 49.3, the Board may invite scientists and other experts to be members of a Forum based on their academic reputation, specialisation in their discipline, their research publications and impact, and any other relevant criteria the Board considers appropriate in its absolute discretion.
- 49.5 Each Forum must comprise of no less than six members.
- 49.6 The Board may also invite to any Forum any individual as a participating guest, who will, for the duration of that Forum, have the same rights and obligations as Forum members.
- 49.7 A person appointed as a member of a Forum will retire from that position at the conclusion of that Forum, but may be eligible for reappointment to the next Forum.

#### **50. Forum meetings**

- 50.1 For each Forum held in accordance with clause 49.1:
- (a) the Board must develop, and amend as necessary from time to time, a charter for the relevant Forum including Forum meeting processes;

- (b) each member of a Forum must agree to abide by the charter developed in accordance with clause 50.1(a) for that Forum;
- (c) the Board must call a Forum meeting at least yearly;
- (d) the Company will be responsible for the costs arising from establishing and holding each Forum; and
- (e) the Board must receive and consider in good faith the report created pursuant to clause 49.2, but is not required to act on or implement any advice or recommendations stated in that report.

### **51. Chairperson of the Forum**

- 51.1 The Board must choose a member of each Forum as the Forum's Chairperson.
- 51.2 The Chairperson of a Forum may make any ruling relating to the order of business, procedure or conduct of the Forum and any such ruling is final.
- 51.3 The Chairperson of a Forum, in their discretion, may expel any person from a Forum if the Chairperson reasonably considers that the person's conduct is inappropriate, including the use or perceived threat of physical force, or offensive or abusive language which is directed to any person, object or thing.

## **Board**

### **52. Election and composition of Board**

- 52.1 The Board shall be the governing body of the Company.
- 52.2 Apart from the initial directors and Directors appointed under clause 54.5, the Board shall consist of Directors elected by Members eligible to vote at a General Meeting.
- 52.3 The Board will collectively be comprised of Directors with diverse and appropriate mix of skills, knowledge and experience, and diverse in gender, culture, and age.

## **Directors**

### **53. Number of directors**

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

### **54. Election and appointment of Directors**

- 54.1 Initial directors are the people who have agreed to act as Directors and who are named as proposed directors in the application for registration of the Company.
- 54.2 In electing Directors, Members must meet the requirements of clause 52.3.
- 54.3 Each Director must be appointed by a separate resolution, unless:
  - (a) the Members Present, and entitled to vote, at the General Meeting have first passed a resolution that the appointments may be voted on together; and
  - (b) no votes were cast against that resolution.
- 54.4 A person is eligible for election as a Director of the Company if they:
  - (a) are not currently, or in the previous 12 months have not been, an employee, contractor or consultant of the Company;
  - (b) are nominated by two Members or representatives of Members entitled to vote;
  - (c) give the Company their signed consent to act as a Director of the Company; and
  - (d) are not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 54.5 The Board may appoint a person as a Director if that person:
  - (a) is not currently, or in the previous 12 months has not been, an employee, contractor or consultant of the Company;
  - (b) gives the Company their signed consent to act as a Director of the Company; and
  - (c) is not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 54.6 A person appointed as a Director under clause 54.5 must retire as a Director at the next Annual General Meeting but may be eligible for election at that meeting under clause 52.2.
- 54.7 If the number of Directors is less than the number required for a Board meeting, the Directors may act only for the purpose of increasing the number of Directors to the number required for a quorum, including calling a General Meeting.

### **55. Election of Chairperson**

- 55.1 The Directors must elect a Director as the Company's Chairperson.



## **56. Term of office**

- 56.1 In addition to any Director appointed under clause 54.5, at each Annual General Meeting at least one-third of the Directors must retire.
- 56.2 The Directors who must retire at each Annual General Meeting under clause 56.1 will be the Directors who have been longest in office since last being elected. Where Directors were elected on the same day, the Directors to retire will be decided by lot unless they agree otherwise.
- 56.3 Other than an initial director or a Director appointed under clause 54.5, a Director's term of office starts at the end of the Annual General Meeting at which they are elected and ends at the end of the Annual General Meeting at which they retire.
- 56.4 Each Director must retire at least once every three years.
- 56.5 Subject to clause 56.6, a Director who retires under clause 56.1 may nominate for re-election.
- 56.6 A Director who has held office for a continuous period of six years or more may only be re-appointed or re-elected by a Special Resolution, and only after having not served as a Director of the Company for at least three years after last holding office as a Director of the Company.

## **57. When a director stops being a director**

- 57.1 A Director stops being a Director if they:
- (a) are an initial director, at the conclusion of the first General Meeting of the Company or within three months after the appointment of five other Directors, whichever occurs last;
  - (b) give written notice of resignation as a Director to the Company;
  - (c) die;
  - (d) are removed as a Director by a Special Resolution of Members eligible to vote;
  - (e) are absent for 2 consecutive Board meetings without approval from the Board;
  - (f) due to physical or psychological impairment, are unable to perform their duties as a Director;
  - (g) become bankrupt; or
  - (h) otherwise become ineligible to be a Director of the Company under the Corporations Act or the ACNC Act.

## **58. Alternate directors**

- 58.1 No Director is entitled to appoint a person to act as an alternate director for them.

## **Powers of Board**

### **59. Powers**

- 59.1 The Board is responsible for directing the activities of the Company to achieve its objects as set out in clauses 7 and 8.
- 59.2 The Board may use all the powers of the Company except for powers that, under the Corporations Act or this Constitution, can only be used by Members.
- 59.3 The Board must decide on:
- (a) the appointment and performance achievement of the Company's chief executive officer (or similar operational management leadership position, however entitled);
  - (b) responsible long term strategic direction of the Company;
  - (c) responsible risk and financial management of the Company including:
    - i. any delegations of power under clause 60; and
    - ii. how money will be managed and accounted for, including how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 59.4 The Board cannot remove a Director.
- 59.5 The Board cannot remove an appointed auditor. Auditors may only be removed by a Members' Special Resolution at a General Meeting.

### **60. Delegation of Board's powers**

- 60.1 The Board may delegate any of its powers and functions to a committee, an individual Director, an employee of the Company (such as a chief executive officer) or any other person, as they consider appropriate.
- 60.2 The delegation must be recorded in the Company's minute book.
- 60.3 Subject to the relevant trust deed, the Board may establish a committee of its Directors to administer any trustee responsibilities, and funds held by the Company for charitable purposes.

- 60.4 The committee must comply with the requirements of the relevant trust deed, other governing document of the relevant trust and applicable law.
- 60.5 Meetings of the committee must be held in accordance with the provisions of this Constitution in relation to Board meetings unless otherwise specified in this Constitution, the trust deed, other government document of the relevant trust or applicable law.

### **61. Payments to Directors**

- 61.1 The Company must not pay fees to a director for acting as a Director.
- 61.2 The Company may:
- (a) pay a Director 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; and
  - (b) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.
- 61.3 Any payment made under this clause 61 must be approved by the Board.
- 61.4 The Company must pay premiums for insurance indemnifying Directors, as allowed for by law (including the Corporations Act) and this Constitution.

### **62. Execution of documents**

The Company may execute a document without using a common seal if the document is signed by:

- (a) two Directors of the Company; or
- (b) a Director and the Secretary.

## **Duties of Directors**

### **63. Duties**

The Directors must comply with their duties as Directors under legislation and common law, and with the duties described in governance standards and regulations made under the Corporations Act and the ACNC Act. These duties include:

- (a) exercising their powers and discharging their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;
- (b) acting in good faith in the best interests of the Company and to further the charitable purposes of the Company stated in clauses 7 and 8;
- (c) not misusing their position as a Director, including not misusing information they gain in their role as a Director;
- (d) disclosing any perceived or actual conflicts of interest;
- (e) ensuring that the financial affairs of the Company are managed responsibly; and
- (f) not allowing the Company to operate while it is insolvent.

### **64. Conflicts of interest**

- 64.1 A Director must disclose the nature and extent of any actual or perceived conflict of interest in a matter that is to be considered at a General or Board meeting, or proposed in a Circular Resolution:
- (a) to the other Directors; or
  - (b) if all of the Directors have the same conflict of interest, to Members at the next General Meeting, and at an earlier time if reasonable to do so.
- 64.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- 64.3 Except where a matter relates to:
- (a) An insurance contract that insures, or would insure, Directors against liabilities that the Director incurs as a Director of the Company; or
  - (b) any contract relating to a Director's indemnity that is allowed under the Corporations Act, each Director who has any actual or perceived conflict of interest in a matter that is being considered at a meeting of the Board, General Meeting, or proposed in a Circular Resolution must not, except as provided under clause 64.4:
- (c) be present at the meeting while the matter is being discussed; or
  - (d) vote on the matter.

- 64.4 A Director who has any actual or perceived conflict of interest may still be present and vote at a General Meeting if:
- (a) their interest arises because they are a Member of the Company, and more than 30% of other Members Present and entitled to vote at the meeting have the same interest;
  - (b) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
  - (c) Ordinary Members who do not have a personal interest in the matter pass a resolution that:
    - (i) 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
    - (ii) states that they are satisfied that the interest should not stop the Director from being present and / or voting.

## Board meetings

### 65. Meeting times and venue

The Board must:

- (a) meet at least four times a year;
- (b) determine where and when it meets; and
- (c) may decide to meet more frequently.

### 66. Calling Board meetings

- 66.1 The Chairperson may call a Board meeting by giving at least 10 days' notice to all other Directors.
- 66.2 Two or more Directors may jointly call a Board meeting by giving at least 14 days' notice to all other Directors.
- 66.3 In calling a meeting, Directors will give written notice or by any other means of communication that has previously been agreed by the Board.

### 67. Chairperson for Board meetings

- 67.1 The Chairperson is entitled to chair Board meetings.
- 67.2 The Directors at a Board meeting may choose a Director to be the chairperson for that meeting if the Chairperson is:
- (a) not present within 30 minutes after the starting time set for the meeting; or
  - (b) present but does not want to act as chairperson of the meeting.

### 68. Quorum at Board meetings

- 68.1 Unless the Board determines otherwise, the quorum for a Board meeting is more than 50% of Directors.
- 68.2 A quorum must be present for the whole Board meeting.

### 69. Using technology to hold Board meetings

- 69.1 The Board may hold its meetings by using any technology (such as video or teleconferencing) that is agreed by the Board.
- 69.2 The Board's agreement may be a standing (ongoing) one.

### 70. Passing Board resolutions

A Board resolution must be passed by more than 50% the votes cast by Directors present and entitled to vote on the resolution.

### 71. Circular resolutions of Board

- 71.1 The Board may pass a circular resolution without a Board meeting being held.
- 71.2 A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner stated in clause 71.3 or clause 71.4.
- 71.3 Each Director may sign and date:
- (a) a single document setting out the words of the resolution and containing a statement that they agree to the resolution; or
  - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 71.4 The Company may send a circular resolution by email to all Directors and the Directors will be taken to have complied with clause 71.3 if they send the Company a reply email which states the text of the resolution and a statement to the effect that they agree with the resolution.

- 71.5 If a Director sends a reply email under clause 71.4, the date of the Director's reply will be the business day after the email is sent to the Company (in line with clause 81(d)).
- 71.6 A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner stated in clauses 71.3 and 71.4.

## Secretary

### 72. Appointment and role of Secretary

- 72.1 The Board must appoint a person as Secretary, who may also be a Director.
- 72.2 The Secretary must give the Company their signed consent to act as Secretary of the Company.
- 72.3 The Board must decide the terms and conditions under which the Secretary is appointed, including any remuneration.
- 72.4 The role of the Secretary includes:
- (a) maintaining the Company's Register of Members;
  - (b) doing all things the Secretary is required to do under this Constitution;
  - (c) supporting the Board and the Company to comply with all relevant legislation, regulations and standards, including those under the Corporations Act or the ACNC Act; and
  - (d) maintaining the minutes and other records of a General Meeting and Board meetings (including notices of such meetings and circular resolutions).

### 73. Removal of Secretary

- 73.1 The Secretary may be removed by a vote of more than 75% of the Directors at a board meeting.
- 73.2 If the Secretary is a Director, the Secretary cannot be removed as a Director by the Board, but may be removed from the role of Secretary by a vote of:
- (a) more than 75% of the Directors at a Board meeting; or
  - (b) the Members eligible to vote at a General Meeting.

## Minutes and records

### 74. Minutes and records

- 74.1 The Company must, within one month, make and keep at a minimum records of the following:
- (a) minutes of proceedings and resolutions of a General Meeting and Board meetings (including meetings of any committees);
  - (b) minutes of Circular Resolutions of members and the Board;
  - (c) the notice of each General Meeting and Board meeting; and
  - (d) Members' statement distributed to Members under clause 40.
- 74.2 To enable Members to inspect the Company's records:
- (a) the Company must give a Member access to the records stated in clause 74.1; and
  - (b) the Board may authorise a Member to inspect other records of the Company.
- 74.3 The Chairperson of each meeting must ensure that the minutes of a General Meeting or a Board meeting are signed within a reasonable time after the meeting by:
- (a) the Chairperson of that meeting; or
  - (b) the Chairperson of the next meeting.
- 74.4 The Board must ensure that minutes of the passing of a circular resolution (including a Circular Resolution) are signed by a Director within a reasonable time after the resolution is passed.
- 74.5 Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places 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 (other than Directors).
- 74.6 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 a General Meeting.

### 75. Keeping records

- 75.1 The Company must make and keep written records that:
- (a) correctly record and explain its financial transaction, position and performance;
  - (b) enable true and fair financial statements to be prepared and to be audited; and
  - (c) correctly record its operations.

- 75.2 The Company must retain its records for at least seven years. Such retention can be in electronic format.
- 75.3 The Board must take reasonable steps to ensure that the Company's records are kept safe.

## Validity of acts

### 76. Acts done by Directors

- 76.1 All acts done by the Board or by a person acting as a Director are valid even if it is later discovered that there was a defect in Board process or the appointment of a person as a Director, or that any Director was disqualified or not entitled to vote.

## By-Laws

### 77. Making and complying with by-laws

- 77.1 Members entitled to vote at a General Meeting may pass a resolution to make by-laws to give effect to this Constitution.
- 77.2 Members and the Board must comply with such by-laws as if they were part of this Constitution.

## Notice

### 78. What is notice

- 78.1 Anything written to or from the Company under any clause in this Constitution is written notice and subject to clauses 79 - 82, unless specified otherwise.
- 78.2 Clauses 79 - 82 do not apply to a proxy document under clause 47.2.

### 79. Notice to the Company

Written notice or any communication under this Constitution may be given to the Company, the Board or the Secretary by:

- (a) delivering or posting it to the Company's registered office, or to another address chosen by the Company for notice to be provided; or
- (b) sending it to an email or other electronic address notified by the Company to Members as an electronic address of the Company.

### 80. Notice to Members

- 80.1 Written notice or any communication under this Constitution may be given to a Member:
- (a) in person;
  - (b) by posting it to the Member's postal address in the Register of Members or an alternative address (if any) nominated by the Member for service of notices;
  - (c) by leaving it at the Member's residential address in the Register of Members or an alternative address (if any) nominated by the Member for service of notices;
  - (d) by sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any); or
  - (e) if agreed to by the Member, by notifying the Member (in person, or by post, phone, or email or other electronic address nominated by the Member), that the notice is available for collection at a specified place or address, and within a specified reasonable time period.
- 80.2 If after reasonable attempts to contact a Member, the Company does not have any current address for the Member, the Company is not required to give any notice to that Member.

### 81. Notice to Directors

Written notice or any communication under this Constitution may be given to a Director:

- (a) in person;
- (b) by posting it to the Director's postal address, or an alternative address (if any) nominated by the Director for service of notices;
- (c) by leaving it at the Director's residential address, or an alternative address (if any) nominated by the Director for service of notices; or
- (d) by sending it to the email or other electronic address nominated by the Director as an alternative address for service of notices (if any).

## 82. When notice is taken to be given

A notice:

- (a) delivered in person, or left at a the recipient's residential address, is taken to be given on the day it is delivered;
- (b) sent by post, is taken to be given on the fifth day after it is posted with the correct payment of postage costs;
- (c) sent by email or other electronic method, is taken to be given on the business day after it is sent; and
- (d) given under clause 80.1(e) is taken to be given on the business day after the last day stated for collection of the notice.

## Financial Year

### 83. Company's Financial Year

83.1 The Company's financial year is from the date of establishment of the Company to the following 30 June, and after that, the period 1 July in a year through to 30 June in the next year or any other period of 12 consecutive months determined by the Board ("**Financial Year**").

## Indemnity, insurance and access

### 84. Indemnity

84.1 The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person in good faith and in furtherance of their duties as an officer of the Company.

84.2 In clause 84.1:

- (a) 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office;
- (b) 'to the relevant extent' means:
  - (i) to the extent that the Company is not precluded by law from doing so; and
  - (ii) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy); and
- (c) the indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

### 85. Insurance

85.1 To the extent permitted by law, the Company must pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

### 86. Directors' access to documents

86.1 A Director has a right of access to the records of the Company at all reasonable times.

86.2 The Company must give a former Director access to documents provided or available to the Board (including any other documents referred to in those documents) during that former Director's period as a Director if:

- (a) the Board agrees;
- (b) a Court orders the Company to give access to the former; or
- (c) Members Present and entitled to vote at a General Meeting pass a Special Resolution to give access to the former Director.

## Winding up

### 87. Surplus Assets not to be distributed to Members

87.1 If the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is a charity described in clause 88.1.

87.2 If the Company is endorsed as a Deductible Gift Recipient under Division 30 of the *Income Tax Assessment Act 1997* (Cth) and the endorsement is revoked, despite any other provision in this Constitution, all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions must be transferred to an approved institution ("**Approved Institution**").

## 88. Distribution of Surplus Assets

- 88.1 Subject to the Corporations Act and any other applicable law, or court order, any Surplus Assets that remain after the Company is wound up must be distributed to one or more charities:
- (a) listed on the Commonwealth government's Register of Environmental Organisations;
  - (b) with charitable purpose/s similar to, or inclusive of, the Company's objects as set out in clauses 7 and 8; and
  - (c) which also prohibit the distribution of any Surplus Assets to its Members to at least the same extent as the Company.
- 88.2 The decision as to the charity or charities to be given the Surplus Assets must be made by a Special Resolution of Members Present and entitled to vote at a General Meeting, at or before the time of winding up. If Members do not make this decision, the Company may apply to the Supreme Court within the State where the Company's registered office is, to make this decision.

## Definitions and interpretation

### 89. Definitions

In this Constitution:

**ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

**Annual Fee** has the meaning given in clause 14.2.

**Annual General Meeting** has the meaning given in clause 31.2.

**Application Fee** has the meaning given in clause 14.1.

**Approved Institution** means a fund, authority or institution which falls within the description of an item in any of the tables in Subdivision 30-B of the *Income Tax Assessment Act 1997* (Cth), which has been established for charitable purposes, and which is endorsed as a Deductible Gift Recipient under or for the purposes of the *Income Tax Assessment Act 1997* (Cth).

**Board** means the board of Directors of the Company.

**Chairperson** means the person elected by the Directors to be the Company's chairperson under clause 55.

**Company** means The Moreton Bay Foundation Limited.

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

**Deductible Gift Recipient** has the same meaning as in the *Income Tax Assessment Act 1997* (Cth).

**Department** means the Commonwealth department responsible for the environment.

**Director** means a person holding office as a director of the Board.

**Dispute** has the meaning given in clause 27.1.

**Financial Year** has the meaning given in clause 83.

**Forum** has the meaning given in clause 49.1.

**Friends of Moreton Bay Member** means a Member, other than an Initial Member, Research Member or Ordinary Member, who is a person or organisation that supports the Company's objects, is of good repute and character, and is entered as such on the Register of Members of the Company in the absolute discretion of the Board.

**Guarantee** means the contribution amount stated in clause 4 that each member must contribute to the property of the Company if the Company is wound up.

**General Meeting** means a meeting of Members under this Constitution and includes the Annual General Meeting.

**Initial Members** means the persons admitted to membership of the Company as at the date of registration of the Company.

**Member** means a person or organisation entered in the Register of Members as a Member of the Company and who has not ceased to be a Member in accordance with this Constitution, or, where the context requires, the representative of a corporate Member.

**Member Present** means, in connection with a General Meeting, a Member present in person, by representative or by proxy at the venue or venues for the meeting.

**Membership Application** has the meaning given in clause 17.1.

**Moreton Bay Area** has the meaning given in clause 6.

**Ordinary Member** means a Member, other than an Initial Member, Research Member or Friends of Moreton Bay Member, who is a person or organisation that supports the Company's objects, is of good repute and

character and is entered as such on the Register of Members of the Company in the absolute discretion of the Board.

**Register of Environmental Organisations** means the register maintained by the Department under the *Income Tax Assessment Act 1997* (Cth).

**Register of Members** means the register required to be established by the Company under clause 15.

**Research Member** has the meaning given in clause 16.1(a).

**Secretary** means the person appointed as secretary of the Company from time to time.

**Special Resolution** means a resolution:

- (a) of which notice has been given under clause 32.6(c), and
- (b) that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.

**Surplus Assets** means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.

**Trust** means The Moreton Bay Foundation Trust constituted under the Trust Deed.

**Trust Deed** means the Trust Deed titled "Trust Deed for The Moreton Bay Foundation Trust" dated on or about the date of this Constitution.

## 90. Reading this constitution with legislation

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

90.2 While the Company is a charity, Commonwealth legislation overrides any clauses in this Constitution which are inconsistent with such legislation.

90.3 A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning as in this Constitution.

## 91. Interpretation

In this Constitution, the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a gender includes all genders;
- (c) the singular includes the plural and conversely;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression;
- (f) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations); and
- (g) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated body or association and an authority or any other entity or organisation.