

**CORPORATIONS ACT 2001
PUBLIC COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION OF
SOCIETY FOR KNOWLEDGE ECONOMICS LIMITED**

TABLE OF CONTENTS

GOVERNANCE & CAPACITY	1
1. Name	4
2. Liability of Members	4
3. Constitution.....	4
4. Powers of Board	4
5. Public Company.....	4
6. Guarantee of Members.....	4
7. Prohibited Acts.....	4
8. Income and Property	5
9. Replaceable Rules	6
PURPOSE	6
10. Principal Purpose of the Company	6
11. Ancillary Purpose of the Company	6
12. Limitation.....	8
MEMBERS	8
13. Members.....	8
14. Admission to Membership	8
15. Classes of Members	9
16. Subscription of Members.....	9
17. Register of Members	9
18. Certificate of Membership	10
19. Conduct of Members	10
20. End & Suspension of Membership	10
GENERAL MEETINGS	12
21. Calling of meetings of Members	12
22. Annual general meetings	13
23. Amount of notice of meetings	13
24. Notice of meetings.....	13
25. Auditor entitled to notice and other communication	14
26. Members' resolutions	14
27. Time and place for meetings of Members.....	14
28. Members' Meetings - Technology	14
29. Quorum.....	15
30. Chairing meetings of Members.....	15
31. Adjourned meetings	16
32. Auditor's right to be heard at meetings of Members	16
33. Proxies and body corporate representatives	16
34. Voting at meetings of Members.....	17
35. Objections to right to vote.....	17
36. How voting is carried out.....	17
37. Matters on which a poll may be demanded.....	17
38. When and how polls must be taken	18
BOARD OF DIRECTORS	18
39. Directors.....	18
40. Auditor not Eligible	18
41. Appointment & Term	18
42. Removal & Vacation of Office.....	20
43. Casual Vacancies & Additional Directors	20
44. Alternate Director	21
45. Material personal interest.....	21
46. Standing notice about an interest.....	22
47. Negotiable instruments.....	22
48. Powers & Role.....	22

49.	Board meetings	22
50.	Use of Technology	23
51.	Chairing Board meetings	23
52.	Quorum at Board meetings	23
53.	Passing of Board resolutions	23
54.	Circulating resolutions of Board	23
55.	Delegation	24
56.	Committees	24
57.	Validity of Actions	24
58.	Company's attorney	24
	CHIEF EXECUTIVE OFFICER	24
59.	Chief Executive Officer	24
	SECRETARY	25
60.	Appointment of Secretary	25
	PATRONS	25
61.	Patrons	25
	RULES & REGULATIONS	25
62.	Rules & Regulations	25
	MINUTES	26
63.	Minutes	26
64.	Members' access to minutes	26
	FINANCIAL RECORDS	26
65.	Obligation to Keep Financial Records	26
66.	Location of Financial Records	27
67.	Access	27
68.	Financial Reporting Obligations	27
	AUDIT	28
69.	Appointment	28
70.	Term of appointment	29
71.	Auditor's report	29
	LOGO AND MARKS	29
72.	Logo & Marks of Company	29
	WINDING UP	29
73.	Distribution of Property	29
74.	Prohibition	30
	INDEMNITY & INSURANCE	30
75.	Indemnity of Directors	30
76.	Indemnity of Auditors & Officers	30
77.	Indemnity for legal costs	31
78.	Limit of indemnity	31
79.	Payment of insurance premiums	32
	NOTICES	32
80.	Notices	32
	DEFINITIONS & INTERPRETATION	33
81.	Definitions	33
82.	Interpretation	35
	SCHEDULE ONE	36

GOVERNANCE & CAPACITY

1. Name

The name of the Company is Society for Knowledge Economics Limited.

2. Liability of Members

The liability of Members is limited.

3. Constitution

3.1 This is the Company's Constitution and describes the way in which the Company is to be internally managed.

3.2 The Company may modify or repeal this Constitution or any provision of it by Special Resolution from time to time and, subject to clause 3.3, such modification, repeal or adoption takes effect on the date on which the resolution is passed or, if the resolution specifies a date which is later than the date on which the resolution is passed, on that date.

3.3 If the Company is endorsed or listed as a deductible gift recipient pursuant to Division 30 of the Tax Act, no addition, alteration or amendment may be made to this Constitution unless it has been approved by the relevant Minister of the Crown pursuant to the Tax Act on such occasions and in such terms as that Act requires.

4. Powers of Board

4.1 Subject to the Act and to any provision of this Constitution, the business of the Company is to be managed by or under the direction of the Board.

4.2 The Board may exercise all of the powers of the Company except any powers that the Act or this Constitution requires the Company to exercise in general meeting.

5. Public Company

The Company is a public company limited by guarantee.

6. Guarantee of Members

Every Member undertakes to contribute a maximum of one hundred dollars (\$100.00) to the Company for payment of the debts and liabilities of the Company, the costs, charges and expenses of any winding up and the adjustment of the rights of Members amongst themselves, in the event the Company is wound up while the Member is a Member or within one year after the Member ceases to be a Member.

7. Prohibited Acts

7.1 The Company does not have the power to:

- (a) issue shares of any kind; or

- (b) pay, transfer, apply, directly or indirectly, any portion of the income and property of the Company, by way of dividend, bonus or otherwise howsoever by way of profit, to or for the benefit of a Member.

7.2 The Company must not be operated for the purpose of the profit or gain of any Member.

7.3 Nothing in this Constitution authorises the Company to do an act that is prohibited by law of a State or a Territory of Australia or gives the Company a right that the law of a State or Territory of Australia denies to the Company.

8. Income and Property

8.1 The income and property of the Company shall be applied solely towards the promotion of the purpose of the Company as described in clauses 10 and 11 and shall not be applied in any manner which is prohibited by this Constitution.

8.2 Nothing in this clause 8 or this Constitution prevents the Company from paying for:

- (a) professional or technical services actually rendered by a Member to the Company;
- (b) goods supplied to the Company by a Member in the ordinary and usual course of business;
- (c) interest (at a rate not exceeding the lowest rate paid for the time being by the Company's bankers) on term deposits on money borrowed from any Member; or
- (d) reasonable and proper rent for premises demised or let by any Member.

8.3 Subject to Chapter 2E of the Act, the Directors may be paid the remuneration that the Company determines by resolution from time to time.

8.4 The Company may pay a Director for:

- (a) out of pocket expenses reasonably incurred by the Director in the performance of any duty as Director where the amount payable does not exceed an amount approved by the Board; and
- (b) any service rendered by him or her to the Company in a professional or technical capacity where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service.

9. Replaceable Rules

The Replaceable Rules do not apply to this Constitution.

PURPOSE

10. Principal Purpose of the Company

The purpose of the Company is to promote economic and social prosperity in Australia through:

- building expert networks and communities of practice to collaborate on projects, research, education and training;
- facilitating collaborative investigations, insights and the sharing of ideas by bringing together representatives from diverse areas of the community including public, private and third sector organisations, academia, industry associations and public policy experts,
- research and education on scientific, economic, social and technological solutions to enhance knowledge and innovation and, where possible, making the results of the research publicly available;
- working and liaising with experts and organisations to understand, develop ways to measure and report on the value of knowledge intensive resources;
- providing and publishing insights, practical solutions and new policy suggestions which promote knowledge and innovation in Australia; and

thereby developing and enhancing Australia's Knowledge Economy as:

- a robust, adaptive and internationally competitive Knowledge Economy; and
- a leader in identifying, fostering and managing knowledge, creativity and innovation and the systems that support them,

in a non-aligned, apolitical and multi-disciplinary way.

11. Ancillary Purpose of the Company

In furtherance of the purpose of the Company described in clause 10, the Company has the following purposes:

- (a) in collaboration with a network of contributors, identify projects or research opportunities which have the potential to boost Australian innovation and develop the Australian Knowledge Economy;
- (b) collect, collate and disseminate information on matters relating to the principal purpose of the Company;
- (c) conduct seminars, forums, workshops and education events on matters relating to the principle purpose of the Company;

- (d) print and publish papers, journals, periodicals, bulletins, newsletters and proceedings of meetings, conferences, seminars and workshops for the spreading of information amongst the public with respect to matters relating to the principle purpose of the Company;
- (e) research, discuss, disseminate and make representations and submissions with respect to policies relating to knowledge and innovation in Australia and the advancement of Australia's Knowledge Economy;

Other Purposes

- (f) take or otherwise acquire and hold shares or other interests in or become a member of any company or body:
 - (i) which has objects which are similar (in whole or in part) to the principal purpose of the Company; or
 - (ii) carrying on any business or undertaking capable of being conducted so as directly or indirectly to benefit the Company,

as long as the Company may not subscribe or apply its funds to or amalgamate with any association or organisation which does not prohibit the distribution of its income and property amongst its members to an extent at least as great as that imposed on the Company under or by virtue of clause 8;

- (g) purchase, take on, lease or in exchange hire or otherwise acquire any real and personal property and any right and privileges which the Company may think necessary or convenient for any of the purposes of the Company;
- (h) sell, improve, mortgage, develop, exchange, lease, enfranchise, dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company;
- (i) invest and deal with any monies of the Company in such manner as may be permitted by law for the investment of trust funds;
- (j) borrow or raise or secure the payment of money for the purpose of the Company in such manner as the Company shall consider expedient;
- (k) undertake and execute any trusts which may seem to the Company to be conducive to any of its purposes;
- (l) purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (m) expend monies in printing, publicising and in making known and keeping the public informed from time to time of the affairs and activities of the Company;

- (n) appoint from time to time either with full or restricted powers and with or without powers of delegation and either with or without remuneration agents, attorneys or other persons or corporations under power of attorney or otherwise for the purpose of carrying out and completing all or any of the purposes of the Company and of arranging, conducting or managing the business and affairs of the Company or any matter or concern whatsoever in which the Company is now or may from time to time be or become or be about to become interested or concerned and from time to time to revoke or cancel all or any such appointments or delegations and to remove any person or corporation appointed thereunder;
- (o) draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- (p) affiliate or amalgamate with companies, institutes, societies or associations having similar objects and purposes and to subscribe to, become a member of and cooperate with any such bodies and to procure from and communicate to any such bodies such information as may be likely to forward the purposes of the Company as long as the Company does not amalgamate with any company, institute, society or association unless the same shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of clause 8; and
- (q) make rules and regulations governing the activities, duties and conduct of the Company including the Members and Officers.

12. Limitation

Even though section 124(1) of the Act may prescribe additional purposes and powers, the Company may only act in furtherance of the purposes described in clauses 10 and 11.

MEMBERS

13. Members

- 13.1** There must be at least one Member.
- 13.2** The Board may set a limit on the maximum number of Members from time to time.
- 13.3** An individual or a corporation may be a Member.
- 13.4** The rights and privileges of every Member are personal to that Member and may not be transferable by any act of that Member or by operation of law.

14. Admission to Membership

- 14.1** The Board may admit any person as a Member on terms and conditions in this Constitution and as prescribed by the Board in rules and regulations from

time to time.

- 14.2** Each Member shall sign an undertaking to be bound by this Constitution.
- 14.3** Each person who is admitted as a Member shall have his or her name and other particulars determined by the Board entered on the Register of Members.
- 14.4** The initial Members shall be the members of Society for Knowledge Economics Incorporated as shown in its register of members as at the date of adoption of this Constitution.
- 14.5** Nothing in this Constitution affects the validity of an initial Member's membership or the duration and terms of such membership as shown in the register of members of Society for Knowledge Economics Incorporated as at the date of adoption of this Constitution.

15. Classes of Members

- 15.1** Subject to compliance with the Act the Board may establish classes of Members and prescribe the qualifications required to become a Member in a particular class and the rights and privileges of Members of a class from time to time.
- 15.2** The Company may only vary or cancel the rights and privileges of Members of a class in accordance with the Act.

16. Subscription of Members

- 16.1** Members shall pay such Subscriptions as determined by the Board from time to time.
- 16.2** Subject to clause 16.3, the amount of any Subscription shall be fixed by the Board and shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- 16.3** The Board may in its discretion:
 - (a) determine that no Subscription is payable by a Member or Members (in whole or in part) for any given year; and
 - (b) extend the time for payment of Subscriptions by any Member or class of Members.

17. Register of Members

- 17.1** The Secretary shall keep a Register of Members, which shall contain the name of each Member, the date on which the Member's name was entered on the Register of Members, the date of expiry of such membership and such other particulars as the Board from time to time may determine.

17.2 Each Member shall notify the Secretary of the details of an address in Australia where the Company can send notices and keep the Secretary notified of any change in such address from time to time.

17.3 If a Member fails to provide an address in accordance with clause 17.2, clause 80.3 shall apply.

18. Certificate of Membership

18.1 The Board may in its discretion issue a certificate of membership to Members in such form and upon payment of such fees as it may prescribe from time to time.

18.2 Certificates of membership remain the property of the Company and must be promptly returned to the Company if requested by the Board or if the holder of the certificate ceases to be a Member.

18.3 The Board may prescribe from time to time the manner in which certificates of membership of the Company can and cannot be used.

18.4 Without limiting clause 18.3, Members with a certificate of membership must not use the certificate to make false or misleading representations about the Company and their membership including representing that they are a Member when membership has ceased.

19. Conduct of Members

19.1 Members shall conduct themselves in accordance with:

- (a) this Constitution;
- (b) the Charter; and
- (c) any rules and regulations prescribed by the Board,

as amended from time to time.

19.2 Members shall indicate their membership of the Company only in such form and manner and subject to any conditions in any rules and regulations prescribed by the Board from time to time.

19.3 Each Member shall notify the Secretary of any change in the circumstances of the Member which may affect the Member's continued entitlement to membership or class of membership.

20. End & Suspension of Membership

20.1 A Member ceases to be a Member if they:

- (a) die;
- (b) resign in writing;

- (c) become of unsound mind or become liable to be dealt with in any way under a law relating to mental health;
- (d) are convicted of a criminal offence; or
- (e) are subject to an Insolvency Event.

20.2 If a Member is in arrears by at least two (2) months of the due date for payment of a Subscription or other monies due to the Company and fails to pay such arrears within one (1) month of a notice issued by the Secretary to do so, the Board may at any time in its discretion:

- (a) suspend the Member from all privileges of membership including attendance or voting at any meeting of Members, the Board or any Committee (as relevant); or
- (b) cancel the Member's membership.

20.3 The Board may resolve to censure, fine, suspend or expel a Member if the Member:

- (a) has engaged in conduct which in the opinion of the Board:
 - (i) is unbecoming of a Member;
 - (ii) is prejudicial to or not in the best interests of the Company; or
 - (iii) brings discredit on the Company;
- (b) in the opinion of the Board, has engaged in derogatory or discriminatory conduct or harassment;
- (c) has failed to observe a proper standard of professional care, skill or competence;
- (d) no longer meets the criteria for membership of the Company or class of membership of the Company;
- (e) has failed to comply with a written direction issued by the Board in accordance with the Constitution or any rules and regulations of the Company regarding good conduct or administration of the Company;
- (f) in any civil proceedings in a court in Australia or elsewhere, has been found to have acted dishonestly; or
- (g) fails in the opinion of the Board (for any reason) to comply with this Constitution, the Charter or any rules or regulations of the Company.

20.4 Any Member whose membership has been suspended or cancelled continues to remain liable for:

- (a) all money owing by the Member to the Company as at the date of suspension or cancellation including any Subscription; and

(b) the Guarantee.

20.5 The Board may reinstate a Member whose membership has been suspended on the satisfaction of such terms and conditions as the Board thinks fit to apply from time to time, including the payment of all money owing by the Member to the Company as at the date their membership was suspended.

20.6 Before the Board makes a resolution referred to in clause 20.3, the Board must:

(a) meet to consider the allegation being made;

(b) provide the Member against whom the allegation has been made with at least seven (7) days written notice of this meeting of the Board and details of:

(i) the time and place of the Board meeting;

(ii) what is alleged against him or her; and

(iii) the intended resolution,

and confirmation that he or she has the right to give an oral or written explanation or defence he or she may think fit at the Board meeting; and

(c) provide the Member with a reasonable opportunity to give such oral or written explanation or defence as the Member may reasonably think fit during the Board meeting and before the Board passes its resolution on the allegation.

20.7 Legal advisors are not permitted to attend the Board meeting referred to in clause 20.6.

20.8 Whenever any person ceases to be a Member, the Board shall direct that his or her name shall be removed from the Register of Members.

GENERAL MEETINGS

21. Calling of meetings of Members

21.1 A Director may call a meeting of Members.

21.2 Subject to clause 21.3, the Board may in its discretion call a meeting of Members from time to time.

21.3 The Board must call and arrange to hold a general meeting upon receipt of a request from the Members made in accordance with section 249D of the Act.

21.4 Members with more than 50% of the votes of all of the Members who make a request to call a general meeting under section 249D of the Act may call and arrange to hold a general meeting if the Board does not do so within 21 days after the request is given to the Company in which case section 249E of the Act shall apply.

- 21.5** Unless clauses 21.3 or 21.4 apply, Members with at least 5% of the votes that may be cast at a general meeting of the Company (or such greater percentage as may be prescribed pursuant to the Act from time to time) may call, and arrange to hold, a general meeting. The Members calling the meeting must pay the expenses of calling and holding the meeting.
- 21.6** A court may order a meeting of Members to be called in accordance with the Act if it is impracticable to call the meeting in any other way.

22. Annual general meetings

The Company must hold an annual general meeting at least once in each calendar year and within five (5) months after the end of its Financial Year (at a place and time determined by the Board) to:

- (a) receive the financial reports, statements and accounts of the Company and reports of the Board and the Auditor for the preceding Financial Year;
- (b) elect Directors as required;
- (c) appoint or confirm the appointment of the Auditor;
- (d) fix the Auditor's remuneration;
- (e) consider any matter which may be submitted by a Member to the meeting in accordance with the Act or this Constitution; and
- (f) transact any other business which:
 - (i) under this Constitution ought to be transacted at an annual general meeting of the Company; or
 - (ii) which the Board considers appropriate.

All other business transacted at an annual general meeting and all business transacted at a general meeting shall require an Ordinary Resolution to be carried.

23. Amount of notice of meetings

Subject to the Act, at least 21 days notice must be given of a meeting of Members.

24. Notice of meetings

- 24.1** Subject to clause 24.2, written notice of the meeting of Members must be given individually to each Member entitled to vote at the meeting and to each Director. No other person shall be entitled to receive notices of meetings of Members.
- 24.2** Notice to joint Members must be given to the joint Member first named in the Register of Members.
- 24.3** The Company shall give notice of meeting of Members in accordance with clause 80.

- 24.4** Except for resolutions of Members under section 203D of the Act, the Company may call:
- (a) an annual general meeting on shorter notice if all members entitled to attend and vote at the annual general meeting agree beforehand; and
 - (b) any other meeting of Members on shorter notice if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

24.5 Information included in a notice of meeting of Members shall be as prescribed by section 249L of the Act.

24.6 The accidental omission to give notice of a meeting to or the non receipt of notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

25. Auditor entitled to notice and other communication

The Company must give the Auditor:

- (a) notice of a general meeting in the same way that a Member is entitled to receive notice; and
- (b) any other communication relating to the general meeting that a Member is entitled to receive.

26. Members' resolutions

The Members may propose a resolution to be moved at a general meeting only in accordance with the provisions of Division 4 of Part 2G.2 of the Act. Notice of such proposal must be given to the Secretary in accordance with the Act.

27. Time and place for meetings of Members

A meeting of Members must be held at a reasonable time and place.

28. Members' Meetings - Technology

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

29. Quorum

29.1 The quorum for a meeting of Members is the greater of:

- (a) five (5) Members; and
- (b) one quarter (1/4) of the total number of Members who are entitled to attend and cast a vote at the meeting,

and the quorum must be present at all times during the meeting.

29.2 In determining whether a quorum is present:

- (a) individuals who attend as proxies or body corporate representatives are to be counted;
- (b) if a Member has appointed more than one proxy or representative, only one of them is to be counted; and
- (c) if an individual is attending both as a Member and as a proxy or representative, they are to be counted only once.

29.3 Subject to clause 29.5 a meeting of the Company's Members that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting is adjourned to the date (not being more than fourteen days after such meeting), time and place the chair of the meeting (or in default of the chair a majority of Members) specifies. If the chair of the meeting (or in default of the chair a majority of Members) does not specify one or more of those requirements, 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; or
- (c) if the place is not specified, the same place.

29.4 Subject to clause 29.5, if no quorum is present at the resumed meeting of the Company's Members within 30 minutes after the time for the meeting, the Members present shall be a quorum.

29.5 If a meeting of the Company's Members called pursuant to clauses 21.3 to 21.5 inclusive does not have a quorum present within 30 minutes after the time set for the meeting, the meeting shall be dissolved.

30. Chairing meetings of Members

The Chair shall chair meetings of Members. If the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting, is not able to chair the meeting or declines to act as chair of the meeting, the Members must elect a chair from the Members present.

31. Adjourned meetings

- 31.1** Any person appointed to chair a meeting of Members may adjourn the meeting if the Members present with a majority of votes at the meeting agree or direct that the chair may do so.
- 31.2** No business may be transacted at an adjourned meeting other than the business left unfinished from the earlier meeting from which the adjournment took place.
- 31.3** If a meeting is adjourned for more than 21 days, new notice of the adjourned meeting must be given.

32. Auditor's right to be heard at meetings of Members

The Auditor is entitled to attend and be heard at any general meetings of Members.

33. Proxies and body corporate representatives

- 33.1** A Member who is entitled to attend and cast a vote at meetings of Members may appoint a proxy or, if the Member is a body corporate, a representative, to attend and cast a vote at that meeting.
- 33.2** Any proxy or representative appointed under clause 33.1 must be appointed in accordance with Division 6 of Part 2G.2 of the Act and shall have the rights as set out in that Division.
- 33.3** The instrument appointing a proxy shall be in writing in the form prescribed in **Schedule One** or such other form as the Board may approve from time to time. The instrument appointing a proxy is deemed to confer authority on the proxy to demand or join in demanding a poll.
- 33.4** A person appointed as a proxy need not be a Member.
- 33.5** The instrument appointing a proxy and the Power of Attorney or other authority, if any, under which it is signed or a copy certified as a true copy by a person qualified to witness statutory declarations of that power or authority shall be deposited by hand, by mail or by fax at the Registered Office of the Company not less than twenty-four hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default thereof the instrument of proxy shall not be treated as valid.
- 33.6** A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid despite the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, provided that no intimation in writing of such death, unsoundness of mind or revocation has been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

33.7 If a Member appoints a proxy to attend and vote for the Member at a meeting and the Member is present at the meeting for which the proxy was appointed, the proxy's authority to speak and vote for the Member at the meeting is suspended while the Member is present at the meeting.

34. Voting at meetings of Members

34.1 Subject to any rights or restrictions attached to any class of membership, each Member has one vote, both on a show of hands and a poll.

34.2 The chair of a meeting has a casting vote and if the chair is also a Member, such casting vote shall be in addition to any vote the chair has in his or her capacity as a Member.

34.3 Only Members who have voting rights and have no outstanding monies due to the Company are entitled to vote at meetings of Members, either personally, by proxy or as proxy for another Member, or be reckoned in a quorum.

34.4 A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his or her trustee or by such other person that has or is responsible for the management of his or her estate and any such trustee or other person may vote by proxy or attorney.

35. Objections to right to vote

A challenge to a right to vote at a meeting of Members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair whose decision is final.

36. How voting is carried out

36.1 A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded by the chair or by at least five (5) Members present in person or by proxy and entitled to vote.

36.2 On a show of hands, a declaration by the chair is conclusive evidence of the result.

36.3 Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against a resolution.

37. Matters on which a poll may be demanded

37.1 A poll may be demanded:

- (a) on any resolution including resolutions concerning the election of the chair of the meeting or the adjournment of the meeting; or
- (b) in accordance with section 250L of the Act.

- 37.2** A demand for a poll may be withdrawn.
- 37.3** A demand for a poll shall not prevent the continuance of a meeting or the transaction of any business at the meeting other than the question on which the poll has been demanded.

38. When and how polls must be taken

- 38.1** Subject to clause 38.2, a poll must be taken when and in the manner the chair directs.
- 38.2** A poll on the election of a chair or on the question of an adjournment must be taken immediately without adjournment.

BOARD OF DIRECTORS

39. Directors

- 39.1** The Company must have not less than five and not more than six Directors comprising three Founding Member Directors and the remaining Directors shall be elected by the Members in accordance with clause 41.
- 39.2** At least two Directors must ordinarily reside in Australia.
- 39.3** Subject to clause 39.1, the Company may from time to time in general meeting increase or reduce the number of Directors.

40. Auditor not Eligible

The Auditor is not eligible to be elected or appointed as a Director or Alternate Director.

41. Appointment & Term

- 41.1** Subject to clause 42, a Director is appointed or elected for a term of three (3) years at the end of which he or she shall retire.
- 41.2** Unless otherwise resolved by the Company in general meeting, a retiring Director is eligible to be re-appointed or re-elected as the case may be for one further consecutive term of three (3) years.
- 41.3** Subject to section 201E of the Act, Directors are appointed or elected as follows:
- (a) each Founding Member shall recommend a person to be its Founding Member Director and the Board shall appoint such person a Founding Member Director ; and
 - (b) remaining Directors shall be elected by the Company in general meeting.

- 41.4** The Company may call for nominations as Director in such manner as it determines from time to time. This clause 41.4 does not apply to persons recommended to the Board for appointment as a Founding Member Director.
- 41.5** Subject to the provisions of this Constitution, any Member who owes no monies to the Company and is in good standing shall be eligible to be a candidate for election to the office of Director.
- 41.6** (a) Excluding the Founding Member Directors, the first Directors shall be determined by a majority of the initial Members.
- (b) At the first annual general meeting of the Company all Directors (excluding the Founding Member Directors) shall retire from office and at the annual general meeting in each subsequent year:
- (i) one third; or
- (ii) the number nearest but less than one-third (if the number is not a multiple of three),
- of the Directors, excluding the Founding Member Directors, shall retire from office.
- (c) Excluding the Founding Member Directors, the Directors to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire will be as agreed between the Directors or in the event of a failure to agree as determined by lot
- 41.7** If a person is a Founding Member Director, that person holds office until the earlier of vacation of office pursuant to clause 42.3, removal from office by the relevant Founding Member or the relevant Founding Member does not re-appoint the person as its Founding Member Director for a further term in which event:
- (a) that person immediately ceases to be a Founding Member Director; and
- (b) the Board must resolve that the person appointed by the relevant Founding Member to fill the casual vacancy is a Director.
- 41.8** Subject to maintaining the minimum number of Directors prescribed in clause 39.1, the Company may from time to time in general meeting resolve not to replace retiring Directors or Directors who have vacated office. This clause 41.8 does not apply to Founding Member Directors.
- 41.9** The appointment procedures in clause 41.3(a) cease to operate at the end of the annual general meeting of Members occurring in 2014 ("**Sunset Date**"). All Directors appointed after the Sunset Date shall be appointed in accordance with clause 41.3(b). Nothing in this clause 41.9 affects the validity of appointment or the term of any Director who is a Founding Member Director as at the Sunset Date.

41.10 Nothing in this Constitution affects the validity of appointment or the term of office of any Director (howsoever described) in office as at the date of adoption of this Constitution.

42. Removal & Vacation of Office

42.1 A Director may at any time resign from the Board by giving written notice of resignation to the Secretary at the Registered Office.

42.2 Subject to section 203D of the Act, the Members in general meeting may resolve to remove any Director (except a Founding Member Director) before the expiration of his or her period of office and may by an ordinary resolution appoint another person in his or her stead. A person appointed to replace a Director removed under this clause shall hold office until the annual general meeting next following his or her appointment.

42.3 The office of Director shall be vacated if he or she:

- (a) resigns or is removed from office pursuant to clauses 42.1 or 42.2;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) 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;
- (d) ceases to be a director by virtue of the Act or becomes prohibited from being a director by reason of any order made under the Act;
- (e) is absent from three (3) consecutive meetings of the Board without permission of the Board; or
- (f) is convicted of felony or is declared by any Court of competent jurisdiction to have committed any fraud or misconduct.

42.4 A Founding Member may at any time in its discretion remove the person it has appointed to the office of Founding Member Director and appoint another person to fill the vacated position. The newly appointed person holds office only for the balance of the term of the removed Founding Member Director but is eligible for re-appointment.

43. Casual Vacancies & Additional Directors

43.1 Subject to clause 43.2, the Board may appoint a Member to fill a vacancy occurring on the Board as a result of clause 42.3 and such replacement Director shall hold office until the annual general meeting next following the occurrence of the casual vacancy.

43.2 If the number of Directors becomes less than three (3) as a result of vacancies on the Board, the Board must not act, except for the purposes of filling vacancies or convening a general meeting, while there are less than three Directors.

43.3 The Board may from time to time resolve to appoint Members as additional Directors (as long as the maximum number of Directors is not exceeded).

Additional Directors shall hold office until the end of the next annual general meeting following his or her appointment.

44. Alternate Director

- 44.1** Subject to the approval by the Board, a Director may appoint a Member to be his or her Alternate Director to exercise some or all of the Director's powers for a specified period.
- 44.2** If the appointing Director requests, the Board must give the Alternate Director notice of Board meetings.
- 44.3** When an Alternate Director exercises the Director's powers, the exercise of the powers is just as effective as if the appointing Director exercised the powers.
- 44.4** The appointing Director may terminate the Alternate Director's appointment at any time.
- 44.5** The Board may terminate the Alternate Director's appointment at any time without having to give reasons, in which case the affected Director may, subject to clause 44.1, appoint a new Alternate Director.
- 44.6** An appointment or termination of an Alternate Director must be in writing. A copy of the appointment must be given to the Secretary.

45. Material personal interest

- 45.1** Unless an exception in section 191(2) of the Act applies, a Director who has a material personal interest in a matter that relates to the affairs of the Company must give the Board notice of the interest.
- 45.2** The notice required by clause 45.1 must:
 - (a) include details of:
 - (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of the Company; and
 - (b) be given at a Board meeting as soon as practicable after the Director becomes aware of his or her interest in the matter, the details of which must be recorded in the minutes of the meeting.
- 45.3** A Director who has a material personal interest in a matter that is being considered at a Board meeting shall not be present while the matter is being considered at the meeting or vote on the matter unless:
 - (a) the interest does not need to be disclosed under section 191 of the Act; or
 - (b) the other Directors on the Board who do not have a material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature of his or her interest in the matter and its relation to the affairs of the Company; and

- (ii) states that the Board is satisfied that the interest should not disqualify the Director from voting or being present.

A Director who votes when not otherwise authorised to do so under this clause shall have his or her vote discounted.

46. Standing notice about an interest

A Director with an interest in a matter may give the Board standing notice of the nature and extent of this interest in accordance with the Act. The Director is deemed to have given notice of his interest as the Director.

47. Negotiable instruments

- 47.1** Any two Directors and the Chief Executive Officer may sign, draw, accept, endorse or otherwise execute a negotiable instrument.
- 47.2** The Board may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way provided always that the Chief Executive Officer is always a signatory.
- 47.3** Receipts for money payable to or receivable by the Company may be signed by a Director or the Secretary or by any other person authorised by the Board to receive money either generally or any particular sum of money on behalf of the Company and such receipt shall be deemed to be valid.

48. Powers & Role

- 48.1** Subject to the Act, the Board shall manage the business and affairs and have custody and control of the funds and property of the Company.
- 48.2** Without limiting clause 48.1, the role of the Board is to:
 - (a) direct and guide the Company's strategic direction;
 - (b) ensure that the Company's activities remain consistent with its principal purpose and faithful to the terms of the Charter; and
 - (b) monitor and maintain the financial integrity and viability of the Company.
- 48.3** The activities of the Board are subject to any regulation from time to time made, amended and removed by the Company in general meeting provided that no regulations so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

49. Board meetings

- 49.1** The Board shall meet at least once each year.
- 49.2** A Board meeting may be called at any time by a Director or the Secretary at the written request of a Director.
- 49.3** Notice of Board meetings shall specify the place, date and time of the meeting and the business to be conducted at the meeting.

49.4 The Board may meet, adjourn and otherwise regulate its meetings as it thinks fit.

50. Use of Technology

As long as all Directors consent, a Board meeting may be called or held using any technology which allows all of the Directors participating in the meeting to hear each other at the same time. The consent may be a standing one. A Director may only withdraw his or her consent within a reasonable period before the meeting.

51. Chairing Board meetings

51.1 The Board may elect a Director to chair its meetings.

51.2 The Board may determine the period for which the Director is to be the chair.

51.3 If a previously elected chair is not present at a meeting within ten minutes after the time appointed for the meeting, the Directors present shall choose one of their number to chair the meeting.

52. Quorum at Board meetings

52.1 The quorum for a Board meeting shall be three Directors (unless the Board determines otherwise) and the quorum must be present at all times during the meeting.

52.2 A meeting of the Board at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Board under the Constitution.

53. Passing of Board resolutions

53.1 A Board resolution must be passed as an Ordinary Resolution.

53.2 In the case of equality of votes the Chair has a second or casting vote in addition to any vote the Chair has in his or her capacity as a Director.

54. Circulating resolutions of Board

54.1 The Board may pass a resolution without a Board meeting being held if seventy-five percent (75%) of Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

54.2 Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

54.3 The resolution is passed when the last Director signs.

54.4 The requirement for a signature or for signing a document is taken to have been met in relation to an electronic communication if:

- (a) a method is used to identify the person and to indicate the person's approval of the information communicated; and

- (b) having regard to all the relevant circumstances at the time the method was used, the method was as reliable as was appropriate for the purposes for which the information was communicated.

55. Delegation

- 55.1** The Board may delegate any of its powers to any Committee, Director(s), employee of the Company or any other person.
- 55.2** The delegate must exercise the delegated powers in accordance with any directions of the Board.
- 55.3** The effect of the delegate exercising a delegated power is the same as if the Board exercised it.
- 55.4** The Board may withdraw any delegated power at any time.

56. Committees

The Board may from time to time establish Committees to advise it on matters affecting the operations of the Company.

57. Validity of Actions

All acts done by any meeting of the Board or a Committee or by any Director or Alternate Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified.

58. Company's attorney

The Board may appoint a company, firm, person or body of persons to be the Company's attorney under a power of attorney for:

- (a) any period; and
- (b) for the purposes and with the powers, authorities and discretions vested in or exercisable by the Board under this Constitution.

CHIEF EXECUTIVE OFFICER

59. Chief Executive Officer

- 59.1** The Board may from time to time appoint a Chief Executive Officer for such periods and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case and may revoke any such appointment subject to the provisions of the law.
- 59.2** The Chief Executive Officer shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration as the Board may determine.

59.3 The Board employs the Chief Executive Officer and may delegate to the Chief Executive Officer such of its powers and authorities as it deems fit from time to time including the delegation to employ staff.

59.4 The Chief Executive Officer shall not be entitled to cast a vote at any meeting of the Board.

SECRETARY

60. Appointment of Secretary

60.1 The Company must have a Secretary or Secretaries. At least one of them must ordinarily reside in Australia.

60.2 The Secretary shall be appointed by the Board on such terms and conditions (including as to remuneration) as the Board think fit.

60.3 The Board may appoint any Member as Honorary Secretary and may remove any person so appointed.

60.4 A person ceases to be a Secretary or Honorary Secretary of the Company if the person becomes disqualified from managing corporations under Part 2D.6 of the Act, unless ASIC or the Court allows them to take part in the management of the Company.

PATRONS

61. Patrons

61.1 The Directors may appoint Life Governors and Patrons who shall provide advice and assistance to the Company as may be sought from time to time.

61.2 The Life Governors shall be appointed for their life time.

61.3 The Patrons shall be appointed for periods of ten (10) years.

61.4 The Life Governors and the Patrons may attend at Board Meetings at the invitation of the Chair of the Board.

RULES & REGULATIONS

62. Rules & Regulations

62.1 The Board may from time to time prescribe rules and regulations of the Company on such matters considered necessary or expedient to carry out the purposes of the Company or for the regulation, management and control of the Company's affairs including in respect of its Members and Directors.

62.2 Rules and regulations shall be adopted by the Board in meeting by a majority of no less than two thirds of the Directors.

- 62.3** Rules and regulations shall be amended or repealed by the Company in general meeting.
- 62.4** In the event of any inconsistency between this Constitution and any rule or regulation, this Constitution prevails.
- 62.5** The Board must publish rules and regulations adopted or amended pursuant to this clause as soon as practicable.

MINUTES

63. Minutes

- 63.1** The Company must keep minute books in which it records within one month:
- (a) proceedings and resolutions of Members' meetings;
 - (b) proceedings and resolutions of Board meetings, including meetings of Committees;
 - (c) resolutions passed by the Members without a meeting; and
 - (d) resolutions passed by the Board without a meeting.
- 63.2** The Company must ensure that minutes of a meeting are signed by the chair of the meeting or the chair of the next meeting within a reasonable time after the meeting.
- 63.3** The Company must ensure that resolutions passed without a meeting are signed by a Director within a reasonable time after the resolution is passed.

64. Members' access to minutes

Members are entitled to gain access to the minute book of meetings of Members in accordance with the Act.

FINANCIAL RECORDS

65. Obligation to Keep Financial Records

The Company must keep written financial records that:

- (a) correctly record and explain the transactions and financial position and performance of the Company;
- (b) enable true and fair financial statements to be prepared and audited; and
- (c) permit preparation of any other documents required by the Act or this Constitution.

66. Location of Financial Records

The financial records of the Company shall be kept:

- (a) in such manner as to enable them to be conveniently and properly audited;
- (b) for seven (7) years after the completion of the transactions or operations to which they relate; and
- (c) at the Registered Office or at such other place as the Board thinks fit.

67. Access

67.1 The financial records of the Company shall at all reasonable times be open to inspection by a Director.

67.2 The Board shall from time to time determine at what times and places and under what conditions and regulations the financial records of the Company may be open to inspection by Members.

68. Financial Reporting Obligations

68.1 A financial report in respect of the Company and a Board report must be prepared for each Financial Year.

68.2 The financial report for a Financial Year shall consist of:

- (a) the Company's financial statements for the year;
- (b) the notes to the financial statements; and
- (c) the Board's declaration about the statements and notes.

68.3 The financial statements for the year are the financial statements that are required by and made up in accordance with the Accounting Standards, including those showing the Company's:

- (a) profit and loss for the previous Financial Year of the Company;
- (b) balance sheet at the date to which the profit and loss account is made up; and
- (c) cash flows for the year.

68.4 The notes to the financial statements are:

- (a) disclosures required by the Act and its regulations;
- (b) notes required by the Accounting Standards; and
- (c) any other information necessary to give a true and fair view of the financial position and performance of the Company.

- 68.5** The Board's declaration is a declaration by the Board that, in its opinion:
- (a) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable; and
 - (b) the financial statement and notes are in accordance with the Act.
- 68.6** A Board report shall consist of the matters prescribed in section 298 of the Act.
- 68.7** The financial report in respect of the Company and the Board report for the Financial Year must be sent to all persons entitled to receive notice of general meetings of the Company not less than seven days before the meeting at which they are to be considered.

AUDIT

69. Appointment

- 69.1** A properly qualified auditor or auditors shall be appointed the Auditor and his, or her or their remuneration shall be fixed and duties regulated in accordance with the Act or other legislation.
- 69.2** Subject to Part 2M.4 of the Act, the Auditor may be:
- (a) an individual;
 - (b) a firm; or
 - (c) a company.
- 69.3** A person shall not be appointed or act as the Auditor if the person is:
- (a) an Officer of the Company;
 - (b) a partner, an employer or employee of an Officer of the Company; or
 - (c) a partner or employee of an employee of an Officer of the Company.
- 69.4** The Company may have more than one Auditor.
- 69.5** The Company must appoint an Auditor at an annual general meeting and appoint an Auditor to fill any vacancy in the office of auditor at each subsequent annual general meeting.
- 69.6** Except where the Auditor is removed from office at the annual general meeting, the Company may appoint an Auditor at an annual general meeting only if a Member gives the Company written notice of the nomination of the individual, firm or company for appointment as the Auditor:
- (a) before the meeting was convened; or

- (b) not less than 21 days before the meeting.

70. Term of appointment

- 70.1** An Auditor holds office until the Auditor dies, is removed or resigns from office or ceases to be capable of acting as Auditor in accordance with the Act.
- 70.2** The Company may resolve in general meeting to remove the Auditor in accordance with section 329 of the Act.
- 70.3** Except where a vacancy has been caused by the removal of the Auditor from office by the Company, the Board must appoint an Auditor to fill a vacancy in the office of Auditor within one (1) month after the vacancy occurs if:
 - (a) there is no surviving or continuing Auditor (where the Auditor is a company); and
 - (b) the Company has not appointed an Auditor to fill the vacancy at a general meeting.

71. Auditor's report

At least once each year, the Auditor shall provide its report to the Company.

LOGO AND MARKS

72. Logo & Marks of Company

The Board may permit or restrict the use of the Company's trade marks, devices, official logo and other intellectual property in such manner as prescribed by it from time to time.

WINDING UP

73. Distribution of Property

- 73.1** If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and the liabilities any property whatsoever the same shall be given or transferred to some other institution or institutions in Australia:
 - (a) having a purpose similar to the principal purpose of the Company as set out in clause 10; and
 - (b) which prohibits the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Company under or by virtue of clause 8,

such institution or institutions to be determined by the Board at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or any Judge of that Court as may have or acquire jurisdiction in the matter.

73.2 If the Company is endorsed or otherwise duly authorised as a deductible gift recipient for the purposes of the Tax Act and the Company maintains a gift fund pursuant to such endorsement, the Company must on the earlier of the winding up of the gift fund or the Company having its said endorsement or authorisation revoked transfer any surplus assets of that gift fund to an institution or institutions in Australia:

- (a) having objects similar to the objects of the Company;
- (b) which prohibits the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Company under or by virtue of clause 8; and
- (c) which satisfies any specific requirements imposed by the Tax Act including the maintenance of a gift fund,

such institution or institutions to be determined by the Board.

74. Prohibition

The Members have no right to participate in any distribution or payment of the assets or property of the Company in the event of the winding up or dissolution of the Company.

INDEMNITY & INSURANCE

75. Indemnity of Directors

Every Director shall be indemnified by the Company against a liability incurred as a Director other than:

- (a) a liability owed to the Company or a related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Act or a compensation order under section 1317H of the Act; or
- (c) a liability that is owed to a person other than the Company or a related body corporate and did not arise out of conduct in good faith.

76. Indemnity of Auditors & Officers

Every Auditor and other Officer of the Company including the Secretary may by resolution of the Board be indemnified by the Company against a liability incurred as an Auditor or an Officer of the Company other than:

- (a) a liability owed to the Company or a related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Act or a compensation order under section 1317H of the Act; or
- (c) a liability that is owed to a person other than the Company or a related body

corporate and did not arise out of conduct in good faith.

77. Indemnity for legal costs

Every Director, Auditor and other Officer of the Company including the Secretary may by resolution of the Board be indemnified out of the assets of the Company against a liability for legal costs incurred by that person as a Director, Auditor or other Officer of the Company in defending an action for liability incurred in that capacity unless the costs arise:

- (a) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clauses 75 or 76;
- (b) in defending or resisting criminal proceedings in which the person is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (other than costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the person under the Act in which the court denies the relief.

For the purposes of this clause 77, "proceedings" includes the outcome of the proceedings and any appeal in relation to the proceedings.

78. Limit of indemnity

Subject to the provisions of the Act, a Director, Auditor and other Officer of the Company including the Secretary shall not be liable for:

- (a) the acts, receipts, neglect or defaults of any other Director, Auditor and other Officer of the Company;
- (b) joining in any receipt or other act of conformity or for any loss happening to the Company through:
 - (i) an insufficiency or deficiency of title to any property acquired by order of the Directors, Auditor or other Officer of the Company for or on behalf of the Company; or
 - (ii) an insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested;
- (c) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited;
- (d) any loss occasioned by any error of judgment or oversight on the part of a Director, Auditor and other Officer or employee of the Company; or

- (e) any other loss, damage or misfortune which occurs in the execution of the duties of the office of Director, Auditor or other Officer of the Company,

unless the liability was incurred against the Company or through the dishonesty of the Director, Auditor or other Officer of the Company.

79. Payment of insurance premiums

The Company may by resolution of the Board pay, or agree to pay, either directly or indirectly through one or more interposed entities, a premium in respect of a contract insuring a person who is or has been a Director, Auditor or other Officer of the Company including the Secretary against:

- (a) a liability for legal costs; and
- (b) any other liability except a liability incurred by the person as such a Director, Auditor or other Officer and arising out of conduct involving:
 - (i) conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a contravention of section 182 or section 183 of the Act.

NOTICES

80. Notices

80.1. Any notice required to be given under this Constitution or any rule or regulation of the Company must be:

- (a) in writing; and
- (b) given to the recipient:
 - (i) personally;
 - (ii) (if a Member) by sending it by post to the address for the Member in the Register of Members or the alternative address (if any) nominated by the Member, and otherwise to the recipient's last known place of residence or business; or
 - (iii) by sending it to the fax number or electronic address (if any) nominated by the recipient;

80.2. The non-receipt of a notice of meeting of Members shall not invalidate any meeting of Members held pursuant to such notice.

80.3. Members who have no place of address in Australia registered with the Company shall notify the Company of an alternative address in Australia for the purposes of this clause.

80.4. Any notice sent by:

- (a) post is taken to be given on the next business day after it is posted (if

to an address within Australia) or seven business days after it is posted (if to an address outside Australia); and

- (b) fax or electronic message is taken to be given on the same day if it is transmitted on a business day by 5:00pm AEST and otherwise on the next business day.

80.5. Unless it is otherwise provided, a given number of days' notice or notice extending over any period includes the day of service but does not include the day on which such notice is to expire. Where at least or not less than a given period is prescribed, then both the day of service and the day on which the period expires are excluded.

80.6. Subject to the Act, the signature to any notice given by the Company may be written, printed or typed.

DEFINITIONS & INTERPRETATION

81. Definitions

In this Constitution, unless the context otherwise requires:

Accounting Standards has the meaning ascribed to it in the Act;

Act means the Corporations Act 2001 and where any provision of the Act is referred to the reference is to such provision as amended, modified or re-enacted from time to time;

Alternate Director means a person appointed to this position pursuant to clause 44;

ASIC means the Australian Securities and Investments Commission;

Auditor means the Auditor for the time being of the Company;

Board means the Board of Directors of the Company;

Chair means the chairwoman or chairman of the Board;

Charter means the charter adopted by the Company describing its vision, mission and guiding principles;

Chief Executive Officer means the person (not being a Director) who is appointed by the Board as the chief executive officer of the Company from time to time;

Committee means the committees described in clause 56 and such other committees established by the Board from time to time;

Company means the company named in clause 1;

Constitution means this Constitution as amended from time to time;

Director means a member of the Board and includes a Founding Member Director;

Financial Year means the period of twelve months commencing from 1 July and ending on 30 June of that year;

Founding Member Director means a person recommended by a Founding Member and appointed by the Board as a Director in accordance with clause 41.3;

Founding Member means each of Westpac Banking Corporation, Microsoft Pty Ltd and Australian Government Consultative Committee on Knowledge Capital;

Guarantee means the maximum amount each Member agrees to pay to the Company in accordance with clause 6;

Insolvency Event means:

- (a) a Member is or becomes:
 - (i) an externally-administered body corporate;
 - (ii) subject to control by a Controller; or
 - (iii) an insolvent company under administration, as those terms are defined in section 9 of the Act;
- (b) a resolution is passed or a court order made or analogous proceedings are taken for the winding up of the Member other than for the purposes of solvent amalgamation or reconstruction;
- (c) the Member, being a natural person, dies, commits an act of bankruptcy or is declared bankrupt or insolvent or the Member's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency or becomes incapable of managing the Member's own affairs by reason of any medical or mental condition;
- (d) the Member, being a partnership, is dissolved or threatens or resolves or is in jeopardy of dissolving;
- (e) the Member ceases or threatens to cease conducting business in the normal manner;
- (f) the Member has received a deregistration notice or applied for deregistration;
- (g) the Member has been issued with a writ of execution; or
- (h) the Member files a voluntary petition in bankruptcy, a petition seeking any re-organisation, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of the Member's creditors;

Knowledge Economy means an economy which recognises that the key to social and economic prosperity and productivity is through developing, encouraging, connecting and utilising knowledge and knowledge intensive resources;

Member means a person admitted as a member of the Company in accordance with this Constitution;

Month means calendar month;

Officer means an Officer of the Company as defined in section 9 of the Act;

Ordinary Resolution means any resolution passed by a simple majority of persons entitled to vote;

Register of Members means the Register of Members to be kept as required under section 169 of the Act;

Registered Office means the registered office for the time being of the Company;

Schedule means a schedule to this Constitution;

Secretary means any person appointed in accordance with this Constitution and the Act as a Secretary of the Company and includes an Honorary, assistant or acting Secretary or any substitute for the time being for the Secretary;

Special Resolution means a resolution of which notice as set out in section 249L(c) of the Act has been given and has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution;

Subscription means the membership application fees, annual subscriptions and other membership levies payable by a Member, a class of Members or the Members as a whole as determined by the Board from time to time pursuant to clause 16; and

Tax Act means the Income Tax Assessment Act 1997 (Cth);

82. Interpretation

- (a) Reference to “Constitution” includes its Schedule.
- (b) Words and phrases which are given a special meaning by the Act have the same meaning in this Constitution, unless the contrary intention appears.
- (c) Words in the singular include the plural and vice versa and words importing a gender include all other genders.
- (d) Persons include companies and corporations and vice versa.
- (e) A reference to the Act or any other statute or regulation is to be read as though the words “as modified or substituted or re-enacted from time to time” were added to the reference.
- (f) Headings are inserted for convenience and do not affect the interpretation of this Constitution.
- (g) “Including” and other similar words are not words of limitation.
- (h) General words following words describing a particular class or category are not restricted to that class or category.
- (i) A duty, obligation, covenant or agreement on the part of two or more persons benefits and binds them jointly and severally.
- (j) If there is any inconsistency between a clause of this Constitution and the Act, the Act prevails to the extent of such inconsistency.

SCHEDULE ONE

PROXY FORM

SOCIETY FOR KNOWLEDGE ECONOMICS LIMITED

I,of

being a Member of the Society for Knowledge Economics Limited hereby appoint:

.....(name of proxy)

.....(address of proxy)

as my proxy to vote for me and on my behalf at the (Annual General/or Extraordinary General (as the case may be) Meeting of the Company to be held on:

.....(date of meeting) and at any adjournment thereof.

.....

Signature

Dated:

Unless otherwise instructed in this form, the proxy may vote as he or she thinks fit.

This instrument appointing a proxy confers authority to demand or join in demanding a poll.

Prepared by:

Holman Webb Lawyers

17th Floor

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SYDNEY NSW 2000

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AUSTRALIA

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Ref: WJC:IP:SOC824/2