



Constitution of the Australian Information Industry Association Limited

ACN 008 568 036

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Corporation Act 2001

Company limited by guarantee

Constitution

of

The Australian Information Industry Association Limited

1. Interpretation

1.1 Replaceable Rules Inapplicable

The replaceable rules contained in the Corporations Law do not apply to the AIIA unless repeated in this Constitution or specifically made applicable to AIIA by a provision of this Constitution.

1.2 Definitions

In this Constitution unless the context otherwise requires:

AGM means the annual General Meeting of the AIIA.

AIIA means the Australian Information Industry Association Limited.

Alternate means a senior executive of a Full Member who is approved by the Board to exercise some or all of the powers of the Director representing that Full Member for a specified period, in accordance with article 14.5. An Alternate does not have to be an Eligible Person.

Approved Person means a senior executive of a Full Member who, in the opinion of the Board, has appropriate standing in the technology industry in Australia to serve on the Board. An Eligible Person may be an Approved Person.

Associate Member means any Entity whose:

- (a) primary business function is not the supply of Technology Goods and Services;
- (b) interest in Technology Goods and Services is primarily as an internal user of Technology Goods and Services;
- (c) a business that seeks membership but does not need or require the benefits and entitlements of Full Membership; and
- (d) application for membership under article 5.4 has been approved.

Board means the whole or any number of the Directors for the time at a Board Meeting and not being less than a quorum specified in article 17.5.

Business Day means a weekday, excluding public holidays in Melbourne, Australia.

Business Plan means a document setting out the policy goals, resources, personnel, financial plans, budgets, activities and plans for the AIIA.

CEO means the chief executive officer of the AIIA. The CEO is not a member of the Board.

Chair means an Eligible Person who is the Director of the AIIA chosen by the Board to chair the Board under article 15.5.

Confidential Information means any financial information or other information disclosed by, or obtained from, the AIIA or its representatives to or by the Member that is by its nature confidential, designated as confidential or the Member knows or ought to know is confidential, but does not include any information that was public knowledge when the information was disclosed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, the Member).

Constitution means this constitution as amended or replaced from time to time.

Corporations Law means the Corporations Act 2001 (Cth).

Deputy Chair means the Director/s of the AIIA who are chosen by the Board under article 15.5.

Director means:

- (a) an Eligible Person who is elected by Full Members under article 15.1(b);
- (b) an Approved Person who is appointed by the Board to:
 - (i) be a Director appointed by the Board under article 15.2;
 - (ii) or fill a casual vacancy under article 15.8; or
- (c) the person who is appointed as a Director by virtue of being the past Chair under article **Error! Reference source not found..**

Eligible Person means the chief executive officer or the most senior representative of a Full Member or such other senior representative of the Full Member as it nominates who holds an equivalent position in the Australian operations of the Entity.

Entity means any type of corporation, partnership, trust, Federal, State, Territory or local government, association or other body or organisation, but excludes an individual.

Executive Committee means the committee set up by the Board under article 19.1.

Fee means the membership fees payable to the AIIA by Full Members and Associate Members, as determined from time to time in accordance with article 8.

Financial Delegation means any document approved by the Board that determines any of the following:

- (a) which persons have authority, and the limits of each person's authority, to spend the funds of the AIIA, hire personnel or otherwise make commitments on behalf of the AIIA;
- (b) who has authority to sign cheques or other financial instruments;
- (c) who can authorise electronic funds transfers; and
- (d) other such things as determined by the Board, as may be amended from time to time by the Board.

Full Member is an Entity:

- (a) with the primary business purpose of commercialisation of;
- (b) Technology Goods and Services; or
- (c) that plans to generate revenue from the commercialisation of Technology Goods and Services in the next 12 months; or
- (d) that agrees to advance the objects of the AIIA and needs or require the benefits and entitlements of Full Membership; and
- (e) that has made an application for membership under article 5.4 that has been approved.

General Meeting means a Meeting of the Full Members of the AIIA.

Meeting includes where persons are able to simultaneously communicate with each other using any technology that is widely available to the participants and gives the participants as a whole a reasonable opportunity to participate. If the Meeting is to be held via teleconference, videoconference or other instantaneous means, the technology and access details that will be used to facilitate the Meeting must be included in the Notice of the Meeting.

Member means any Entity that is a Full Member or an Associate Member.

Notice includes:

- (a) notice by letter to the address provided by the Member;
- (b) notice by email to the email address provided by the Member;
- (c) notice by any other form of technology that gives the Members as a whole a reasonable opportunity to participate and provides the recipient with the information in a form that can be seen, saved and printed.

PAN or Policy Advisory Network is any group established to promote discussion of policy initiatives, positions and recommendations.

Policy means the stated position of the AIIA on a particular issue, or any formal standard, code or practice, that will be generally applicable to some or all of the Full Members, that is approved by the Board in accordance with this Constitution.

Register means the register of Full Members and Associate Members to be kept in accordance with the Corporations Law.

Secretary means the company secretary of the AIIA as appointed by the Board from time to time.

State or Territory Council means a group that is established by the Board from time to time under article 19.3 to promote the objects of the AIIA primarily for the region which the State or Territory Council is established to represent.

Sub-Committee means a sub-committee set up by the Board from time to time under article 19.3.

Submission means a formal document that is put forward to any government, company, body or other entity on behalf of the AIIA in which, in the opinion of the CEO, the AIIA expresses a significant position on a particular subject of interest to Full Members.

Technology Goods and Services means hardware, software, services, information content and tools that facilitate communication, processing and transmission of information and the sharing of knowledge through electronic means including:

- (a) computer hardware, electronic goods and other equipment or devices that process or transfer electronic information;
- (b) office machines, communications equipment and devices, including satellites;
- (c) computer software and software development services;
- (d) technology platforms, tools and operating environments;
- (e) technology consultancy services which are provided by personnel whose core skill is technology (and not for example legal services or accounting services);
- (f) services for the support, maintenance, installation, commissioning, integration and management of any of the items (a) - (e) above;
- (g) telecommunications services, including all forms of electronic communication irrespective of technology;
- (h) services which provide or allow access to information in an electronic form, including through the web;
- (i) providing skills, training and education in relation to any of the items (a) - (h) above.

Terms and Conditions of Membership means any terms and conditions published by the AIIA from time to time. The AIIA will maintain a register of any terms and conditions which also records any changes to any terms and conditions and the dates of those changes.

Treasurer means the Director of the AIIA who is chosen by the Board under article 15.5.

Vote includes a vote cast using any technology that gives the eligible participants as a whole a reasonable opportunity to participate and provides for a clear and instantaneous statement of the voter's opinion on the issue; agree, disagree or abstain.

1.3 Construction

In this Constitution unless the context otherwise requires:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (b) references to "signatures" or "signed" include electronic signatures, being the result of a process applied to a document in electronic form by which a person authenticates the document and acknowledges that the document is being executed;
- (c) references to the "sending" of a document includes the sending of that document via electronic means, including electronic mail;
- (d) headings do not affect the interpretation of this Constitution;
- (e) "including" and "includes" are not words of limitation; and
- (f) the singular includes the plural and vice-versa.

2. Objects

2.1 Principal Purposes

The principal purposes of the AIIA are to:

- (a) represent the technology industry on all matters concerning the industry in discussions with governments, companies, other bodies or organisations, consumers and the public;
- (b) take such steps as the AIIA considers necessary to protect, promote and advance the technology industry in Australia and exports from the Australian technology industry;
- (c) establish, maintain relations and/or affiliations with, and provide support to, bodies in other countries and/or industries where they have objects similar to the AIIA;
- (d) act as a central advisory, consultative and co-ordinating body for the technology industry in Australia and its representation internationally;
- (e) create a greater public awareness of the benefits and essential role of the technology industry and of those operating within it;
- (f) research and gain knowledge of any proposed Australian or international legislation or policy that may have an impact, relate to or affect the technology industry in Australia, including exports from the Australian technology industry;
- (g) encourage and promote the use of best practice and professional conduct in the technology industry, including by researching, adopting and promoting appropriate standards, codes, practices and policies that support Full Members' interests;
- (h) collect, compile and distribute amongst Members, governments, companies, other bodies or organisations, consumers and the public, information and data which will be of assistance in carrying out the objects of the AIIA;
- (i) support institutions, associations, professorships, lectureships, scholarships, funds or trusts for education, research or advancement of knowledge (whether solely concerned with the

technology industry or not) which may be considered to advance or promote the work of the AIIA;

- (j) provide information and educate Members, governments, companies, other bodies or organisations, consumers and the public in relation to the technology industry;
- (k) offer and provide (including for a fee) goods, services and tools which may assist Members, their employees and others to conduct their business and affairs;
- (l) promote these objects at a local and regional level, including through local representative State or Territory Councils and their respective working groups; and
- (m) raise from Full Members and Associate Members funds as may be necessary for any of the objects of the AIIA, and to use and manage those funds accordingly.

2.2 Not For Profit

The income and property of the AIIA must be applied in promoting the objects of the AIIA as set out in article 2.1 and no portion of it is to be paid or transferred directly or indirectly by way of profit to Full Members, Associate Members or Directors.

This does not prevent the payment in good faith:

- (a) for goods or services supplied in the ordinary and usual course of business;
- (b) of remuneration to any officers, employees, consultants or contractors of any of the AIIA, Full Members, Associate Members or Directors in return for any services rendered to the AIIA, 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 a reasonable payment for the service;
- (c) of out-of-pocket expenses incurred by a Director in the performance of any duty as a Director where the amount payable does not exceed any amount previously approved by the Board; and
- (d) of remuneration to Directors, where the remuneration has the prior approval of the Board and where the amount payable is approved by ordinary resolution in a General Meeting.

For clarity, nothing in this article prevents the AIIA operating a budget that is in surplus, rather it prevents any portion of any income or property being paid or transferred directly or indirectly by way of profit to Full Members, Associate Members or Directors.

3. Limited Liability

The liability of the Members is limited to the amount of \$50.00 specified in article 4.1.

4. Members Guarantee

4.1 Contribution

Every Member undertakes to contribute an amount not exceeding \$50.00 to the property of the AIIA in the event of its being wound up while that Entity is a Member or within 1 year afterwards for:

- (a) payment of the debts and liabilities of the AIIA contracted before the time when that Member ceased to be a Member; and
- (b) the costs, charges and expenses of winding up.

4.2 Dealing with any surplus

- (a) If upon the winding-up or dissolution of the AIIA there remains any property after the satisfaction of debts and liabilities, that property shall not be paid to or distributed among the Members of the AIIA.

- (b) That property shall be given or transferred to some other institution or institutions having objects similar or in part similar to the objects of the AIIA provided that the other institution(s) shall also prohibit the distribution of its or their property among its or their members.
- (c) At or before the time of the dissolution, the Members of the AIIA shall determine which institution or institutions such have any surplus property distributed to them.
- (d) If the AIIA Members do not make such determination, the determination shall be made by the Chief Judge of the Supreme Court of Victoria.

5. Membership

5.1 Members

The Members of the AIIA are those set out in the Register.

5.2 Categories of Members

The AIIA consists of the following categories of Members:

- (a) Full Members; and
- (b) Associate Members.

5.3 Rights of Each Category of Member

- (a) A Full Member is entitled to all the rights and privileges of membership of the AIIA. This includes the right, where the Full Member's Eligible Person or senior representative who has been elected as a Director, Council or PAN Member (or any other committee established by the Board) ceases to be engaged by the Full Member before the expiry of the term of that appointment, to specify a replacement for that person within 6 months after the cessation of engagement.
- (b) An Associate Member is entitled to all the rights and privileges of a Full Member, except that an Associate Member:
 - (i) is not entitled to Vote at a General Meeting, including an AGM;
 - (ii) is not entitled to nominate a representative to be a Director;
 - (iii) is not entitled to nominate a representative to sit on a State or Territory Council; and
 - (iv) is not entitled to nominate a representative be the chair of a PAN.

5.4 Application for Membership

- (a) An application for membership must be made by completing the application form (which may be an online or electronic form if so provided by the AIIA).
- (b) The applicant must hold a registered ABN and be genuinely trading as an on-going business (as determined by the AIIA upon submission of the application).
- (c) Each application must be signed on behalf of the applicant and contain at least:
 - (i) an undertaking on the part of the applicant to be bound by the AIIA's Constitution and the Terms & Conditions of Membership;
 - (ii) the full name, address, phone number and email address of the applicant;
 - (iii) details of the offices operated by the applicant in Australia;
 - (iv) the category of membership sought; and

- (v) adequate particulars of the applicant's qualifications for that category of membership.
- (d) A membership application will be considered by the AIIA and may be approved upon receipt and acceptance by the AIIA of the Fees applicable to the application. The AIIA may request that the application be made by a different Entity that is more appropriate for the business operated, and may make a written request for further information under article 5.4(e) within 14 days of receipt of the application form and the membership fee.
- (e) If there is any doubt as to whether an applicant should be in a particular category of membership then the AIIA may request further information from the applicant, which must be provided within 14 days of request. The AIIA will advise the applicant which category of membership is appropriate for the applicant. If the applicant disputes the category of membership proposed the applicant may request that the Board determines the category of membership. Once the Board has determined the appropriate category of membership the applicant will be notified in writing of the Board's decision, and unless the applicant withdraws its application in writing within 7 days of being notified of the determination, the applicant will be granted membership in the category of membership determined by the Board.
- (f) The AIIA must cause the Member's name, and category of membership, to be entered in the Register within 7 days after the application is approved.
- (g) Any membership of any category of Member which is calculated on a periodic basis, for example annual membership, is automatically renewed at the end of the first period for the same period, (or such other period as is advised as part of the membership arrangements), unless:
 - (i) the Member advises the AIIA in writing that membership is not to be renewed, at least 45 days prior to the date when the next period of membership commences; or
 - (ii) membership is otherwise terminated under any other article of this Constitution.
- (h) The AIIA may pro rate any period of membership of any category of Member (and the related Fees) to enable memberships to commence on the same date.

5.5 Notification of Change in Qualifications

Each Member must promptly provide written notice to the AIIA of any change in the qualification of the Member to be a Member or to be in a particular category of membership. Each Member must promptly provide written notice to the AIIA of any change to the locations of its offices in Australia.

5.6 Change in Category of Membership

If the Board considers that a Member no longer qualifies to remain a Member in a particular category of membership, or if a particular category of membership is cancelled or abolished, the Board may by notice in writing to the Member, change the category of membership for that Member to a category of membership appropriate for that Member. The Secretary must make appropriate amendments to the Register to reflect the change.

6. Register of Members

The Secretary will maintain the Register and will enter in it the full name, address, and email address of each Member, the date upon which the applicant became a Member, the category of membership of the Member, the date upon which each Member ceased to be a Member and any other details required by the AIIA.

7. Duties of Members

7.1 Membership not Transferable

Membership of the AIIA is not transferable whether by operation of law or otherwise except by the written permission of the AIIA.

7.2 Prohibition on Voting Agreements

A Member must not enter into or give effect to any contract, arrangement or understanding under which the Member (or any associate of the Member) has or will receive any material benefit in consideration for Voting in a particular way (including not Voting) on any matter before a General Meeting, including any election, or at any other Meeting.

7.3 Confidential Information

- (a) A Member will treat as confidential all Confidential Information which comes into its possession.
- (b) Unless expressly authorised by the AIIA or required by law or court order, the Member will not:
 - (i) either directly or indirectly disclose any Confidential Information (other than on a confidential basis to the Member's professional advisers); or
 - (ii) use or attempt to use the Confidential Information other than to the extent necessary to perform its obligations or to exercise its rights under this Constitution.
- (c) A Member's right to use the AIIA's Confidential Information will end on the date the Member is no longer a Member of the AIIA and the obligation of confidentiality will continue.

8. Fees and Levies

8.1 Membership Fees

- (a) The Board may from time to time determine the membership Fees payable in respect of each Member, each category of membership and the period of membership.
- (b) Each Member is obliged to pay its membership Fee:
 - (i) prior to being approved as a Member for the first period of membership; and
 - (ii) on the first day of the next period of membership; or
 - (iii) as otherwise provided by the AIIA.

8.2 Unpaid Membership Fees

A Member will cease to be entitled to any of the rights and privileges of membership if:

- (a) the Fee, special levy or other fees, where applicable, of that Member remains unpaid for more than 60 days after it becomes payable, during which time the lapsed member will not be able to redeem entitlements and privileges of membership until such time as the fees are paid; and
- (b) a notice of default is given to the Member,

but those rights and privileges will be reinstated on payment by the Member of all Fees, special levies or other fees in arrears, provided that the Member's membership has not been terminated under any other article of this Constitution.

8.3 Special Levy - General

The Board may determine that a special levy is raised for a special purpose which may be assessed proportionately against the Members according to such category or categories of business or otherwise as it may consider appropriate having regard to the objects. Any special levy must be approved by a General Meeting.

8.4 Special Levy - Special Activities

- (a) A Full Member, or a group of Full Members, may request that the AIIA undertakes a particular activity that is consistent with the objects of the AIIA, but is not within the current Business Plan, at the cost and expense of the Full Member or group of Full Members.
- (b) This request must be made in writing and set out the details of the tasks to be performed, how the tasks are consistent with the objects, the proposed funding arrangements and such other details as may be required by the Board.
- (c) Any such request must be approved by the Board, who may accept or reject the request in its discretion. If the request is accepted, the Board may raise a levy directly against the requesting Full Member, or group of Full Members, in accordance with the request put forward by the Full Member or group of Full Members.

9. Cessation of Membership

9.1 Cessation of Membership

Membership of the AIIA ceases if the Member:

- (a) does not pay the Fee, special levy or other fee within 60 days after the Fees becomes payable (or such longer period as the Board may determine);
- (b) becomes insolvent, has a receiver, receiver and manager, administrator or liquidator appointed, or is wound up (except for the purposes of reconstruction or amalgamation);
- (c) ceases to satisfy the criteria for admission to membership of the AIIA; or
- (d) chooses to resign as a Member by giving 45 days written notice to that effect in writing to the CEO. The Board may in its absolute discretion resolve to accept the resignation of a Member notwithstanding such notice has not been given.

9.2 Expulsion of Members

The membership of a Member may be terminated by a resolution of more than 75% of the Votes at a Board Meeting if:

- (a) the Board has resolved that, in the opinion of the Board, the Member may have been guilty of conduct detrimental to the interests of the AIIA or to the objects of the AIIA;
- (b) the Notice of the Board Meeting specifies the purpose of the Board Meeting and the general nature of conduct referred to in the resolution; and
- (c) the Member is given the opportunity to be heard at that part of the Board Meeting at which the resolution is considered.

9.3 Removal from the Register

Upon the cessation of membership of a Member for any reason, the name of the Member must be removed from the Register.

9.4 Continuing Obligations

- (a) Upon ceasing to be a Member of the AIIA, the Member will not be entitled to:
 - (i) any further rights or privileges of membership;
 - (ii) any rights against or any claim against the AIIA or the funds of the AIIA, except rights or claims as a creditor (if any), and any right or claim arising from acts or omissions during the period of membership; or
 - (iii) have access to any premises, or receive any materials, information or services, which are provided by the AIIA only to Members.

- (b) The termination of membership for any reason does not in any way prejudice, lessen or otherwise affect the liabilities and obligations of a Member (whether they arise under this Constitution or otherwise) existing at the date of termination or which arise after that date out of, or by reason of, facts or circumstances occurring or in existence at or before that date.
- (c) The termination of membership for any reason does not relieve a Member from any obligation to pay any Fees, special levy or other fees that were due on or before the date of termination and does not entitle the Member to any refund of any Fees, special levy or other fees in part or in whole.

10. General Meetings

10.1 Annual General Meeting

Each AGM of the AIIA must be held in accordance with the Corporations Law.

10.2 Convening of General Meetings

- (a) The Board:
 - (i) may convene a General Meeting whenever it thinks fit; and
 - (ii) must convene a General Meeting upon a request made in accordance with section 249D of the Corporations Law .
- (b) In accordance with section 249F of the Corporations Law, Full Members with at least 5% of the Votes that can be cast at a General Meeting, may call, and arrange to hold a General Meeting. The Full Members calling the Meeting must pay the expenses of calling and holding the Meeting.

10.3 Notice of Meetings

At least 21 days' Notice of a General Meeting must be given unless the Corporations Law otherwise allows.

10.4 Content of Notice of General Meeting

A Notice of a General Meeting must be sent to all Members and must:

- (a) set out the place, date and time for the Meeting;
- (b) state the general nature of the Meeting's business;
- (c) if a special resolution is to be proposed at the Meeting:
 - (i) set out an intention to propose the resolution as a special resolution, and
 - (ii) state that resolution;
- (d) in the case of an election of Directors, state the names of the candidates for election and the Entity of which they are an Eligible Person; and
- (e) contain a statement setting out the following information:
 - (i) that the Full Member has the right to appoint a proxy; and
 - (ii) that the proxy must be a Full Member.

10.5 Omission to Give Notice

The accidental omission to give Notice of a Meeting to, or the non-receipt of Notice of a Meeting by, any person entitled to receive Notice does not invalidate the proceedings at the Meeting.

10.6 Cancellation or Postponement of General Meeting

Except in the case of a General Meeting convened by the Board under section 249D of the Corporations Law, the Board may at any time cancel or postpone a General Meeting by posting a notice on the AIIA website before the time for holding the General Meeting. The Board must also endeavour to send Notice of the cancellation or postponement to each Member using the same form of Notice as the original Notice, but failure of a Full Member to receive that Notice does not affect the validity of the cancellation or postponement.

11. Proceedings at General Meetings

11.1 Quorum

7 Full Members present in person or by proxy or representative and entitled to Vote are a quorum for all General Meetings. No business is to be transacted at any General Meeting unless a quorum is present at the time the Meeting proceeds to business.

11.2 Lack of Quorum

If within 30 minutes after the time appointed for the General Meeting a quorum is not present, the General Meeting will stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board determines.

11.3 Chair

The Chair of the Board or in the Chair's absence a Deputy Chair may preside as chair at every General Meeting. If there is no Chair or Deputy Chair or if neither is present within 15 minutes after the time appointed for the General Meeting or if they are both unwilling to act as chair of the General Meeting, the Board must choose another Director in that role. If no Director is so chosen or if all Directors present decline to chair the Meeting, the Full Members present must choose one of their own number to chair the Meeting.

11.4 Adjournment

The chair of a General Meeting may with the consent of the General Meeting at which a quorum is present (and must if directed by the Meeting) adjourn the General Meeting from time to time and place to place but no business is to be transacted at an adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place.

11.5 Notice of Adjourned Meeting

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned General Meeting, unless the General Meeting is adjourned for 30 days or more in which case notice of the adjourned General Meeting is to be given as in the case of an original General Meeting.

11.6 Decision of Resolutions

At a General Meeting a resolution put to a Vote is to be decided by counting all forms of Votes.

11.7 Minutes as Evidence of Result

- (a) A declaration by the chair of the General Meeting that a resolution has:
 - (i) been carried;
 - (ii) been carried unanimously;
 - (iii) been carried by a particular majority;
 - (iv) been lost; or
 - (v) not been carried by a particular majority, will be entered as a minute of the proceedings and signed by the chair of the Meeting.

- (b) This minute will be conclusive evidence of the fact without proof of the number or proportion of the Votes recorded in favour of, or against, the resolution.

12. Votes of Members

12.1 Entitlement to Vote

- (a) Every Full Member is entitled to be sent a Notice of General Meetings, participate in General Meetings and has 1 Vote at any General Meeting.
- (b) An Associate Member is entitled to receive Notice of General Meetings, to participate in General Meetings, but is not entitled to Vote at any General Meeting.
- (c) Every Full Member's Vote is to be executed by its Eligible Person.

12.2 Resolutions

A resolution of Full Members will only be taken to be carried if the majority comprises the following:

- (a) in the case of an ordinary resolution of Full Members, there is an affirmative Vote of more than 50% of Full Members present and entitled to vote (in person or by proxy); or
- (b) in the case of a special resolution of Full Members, there is an affirmative Vote of at least 75% of Full Members present and entitled to vote (in person or by proxy).

12.3 Special Resolutions

The following matters will require a special resolution of Full Members in a General Meeting:

- (a) any business which the Corporations Law states requires a special resolution;
- (b) any alteration to the AIIA's legal status;
- (c) voluntary winding up of the AIIA;
- (d) a merger or amalgamation with another organisation;
- (e) changing the objects of the AIIA;
- (f) any variation or amendment to, or repeal of, this Constitution; and
- (g) making, varying, or repealing the AIIA's by-laws.

13. Proxies

13.1 Appointment of Proxy

A Full Member may appoint 1 proxy only, and that proxy is entitled to cast a Vote.

13.2 Instrument of Proxy

The document appointing a proxy must be in writing signed by the appointer or the appointer's attorney duly authorised in writing. Proxy documents are to be sent to the Secretary (and the returning officer appointed under article 16.3, if applicable).

13.3 Receipt of Proxies

The document appointing a proxy and the power of attorney or other authority (if any) under which it is signed must be received by the Secretary (and the returning officer appointed under article 16.3, if applicable) not less than 24 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the document proposes to Vote.

13.4 Identification of Proxy

The chair of a Meeting may require a person acting as a proxy to provide sufficient evidence to the chair that the person is the person nominated as the proxy. If this person does not provide that evidence the chair of the Meeting may exclude that person from Voting.

13.5 Power of Attorney

If a Full Member executes or proposes to sign a document or to act by or through an attorney, the Full Member must:

- (a) produce to the AIIA for noting the document appointing the attorney; and
- (b) (if required) send to the AIIA a copy of the document which is to be retained by the AIIA. The AIIA may on the first production of that document of appointment of an attorney and from time to time subsequently require any evidence as it thinks fit that the document of appointment of attorney is effective and current.

14. Directors

14.1 Eligibility

An Eligible Person, an Approved Person or the immediate past Chair (whether or not that person is Eligible Person or an Approved Person at the time) are the only persons who can be elected or appointed as a Director.

14.2 Minimum Number

The number of Directors is to be a maximum 17 of which:

- (a) 11 will be elected in accordance with article 15.1;
- (b) 5 will be appointed by the Board in accordance with article 15.2; and
- (c) 1 will be the immediate past Chair in accordance with article 15.3.

14.3 Resolution

Subject to Corporations Law, the AIIA may from time to time by ordinary resolution passed at a General Meeting increase or reduce the number of Directors of any type.

14.4 No Remuneration

Except as provided for in article 2.2, no Director may receive any remuneration for services as a Director. The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from Board Meetings, Executive Committee Meetings, General Meetings or in connection with the business of the AIIA. Any expenses must be claimed within 30 days of them being incurred or the right to be reimbursed is forfeited.

14.5 Alternates

- (a) If a Director is unable to attend a Board Meeting on a particular occasion, then the Director may seek approval from the Board that a senior executive of the Member which that Director represents is appointed as the Director's Alternate. The Board may grant consent or deny in its absolute discretion and may grant consent for a specific period.
- (b) When the Alternate exercises the Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Director. The AIIA must give the Alternate Notice of any Board Meetings. The Board may terminate the Alternate's appointment at any time. The appointment of an Alternate must be in writing, and a copy must be provided to the AIIA.

15. Appointment and Removal of Directors

15.1 Eligible Person Directors

- (a) Up to 11 of the Directors (any in any event, at least 2/3 of the total number of Directors) must be Eligible Persons at the AGM in accordance with the process in article 16. The term of office of a Director who is the Eligible Person of a Full Member will be, subject to the following paragraphs, 3 years commencing with effect from the end of the AGM in the year of the Director's election.
- (b) A casual vacancy is created if a Director who is the Eligible Person of a Full Member resigns, ceases to be engaged by the Full Member or otherwise ceases to be a Director prior to the completion of the Director's term and the Full Member fails to nominate a new representative within 6 months. In this event, the Board may fill such casual vacancy in accordance with article 15.8 and the term of appointment of any such casual vacancy shall end at the next AGM.
- (c) If a Director who is the Eligible Person of a Full Member has become ineligible because they are no longer engaged by the Member, the Board may also elect to appoint that Director as an Approved Person Director under article 15.2.

15.2 Approved Person Directors

- (a) The Directors will have the power to appoint an Approved Person to be a Director as an addition to the existing Directors, provided that the total number of Directors will not at any time exceed the number fixed in accordance with this Constitution. Any Director appointed under this article will hold office only until the next AGM and will then be eligible for re-election or appointment.
- (b) Up to 5 of the Directors may be appointed Directors if they are an Approved Person. The term of office of each Director appointed by the Board will commence at the same time as that of a Director elected under article 15.1(b) in the same year, and its duration is 1 year. The appointed Director may be re-appointed for 1 or more additional terms.
- (c) A casual vacancy is created if a Director who is appointed by the Board resigns or otherwise ceases to be a Director prior to the completion of the Director's term. The Board may choose to fill such a casual vacancy in accordance with article 15.8 and the term of appointment of any such casual vacancy shall end at the next AGM. The Board may then appoint the same or another Director for a 1-year term.

15.3 Past Chair

- (a) 1 Director will be the immediate past
- (b) As soon as the current Chair ceases to be the current Chair that Director is automatically offered the position as the Director by virtue of being the past Chair, and the Director that occupied the role of being the Director by virtue of being the past Chair immediately before then ceases to be a Director.
- (c) If the past Chair refuses to accept an appointment as the Director by virtue of being the past Chair, or that Director retires from, or otherwise ceases in, that role during the term of their appointment, this will create a casual vacancy. The Directors may fill this casual vacancy in accordance with article 15.8 and the term of appointment of any such casual vacancy shall end at the next AGM.

15.4 Re-election or re-appointment

Any Director may stand for re-election or to be re-appointment for a further term as a Director provided that at the time of re-election or re-appointment the person qualifies to be elected or appointed as a Director in the relevant category of Director (including the limitations as to total time in such roles).

15.5 Election of Office Bearers

There will be a Chair, Deputy Chair(s) and Treasurer of the AIIA who will be chosen from among the Directors by the Board at its first Meeting after the AGM each year. The Chair must be chosen from the Directors who were elected by the Full Members under article 15.1. If a vacancy arises the position will be filled by the Board from among the eligible Directors as soon as practicable.

15.6 Vacation of office

A Director will be deemed to have vacated their office if they:

- (a) resign from office by notice in writing to the Board;
- (b) are absent without the agreement of the Board from 3 consecutive Board meetings and an Alternate has not attended in place of the Director;
- (c) for a Director that is elected by the Full Members under article 15.1(b), the Director ceases to be an Eligible Person of any Full Member for more than 6 months (for clarity, if a Director ceases to be an Eligible Person of a Full Member, but within 6 months becomes an Eligible Person at another Full Member, the Director may be appointed as a Director by the Board under article 15.2); and
- (d) are directly or indirectly interested in any contract or proposed contract with the AIIA and fail to declare the nature of their interest in the manner required by the Corporations Law.

15.7 Removal of Directors

The Board may by ordinary resolution remove any Director before the expiration of their period of office, and may by an ordinary resolution choose another person to be a Director provided that:

- (a) if the Director that is removed was elected by the Full Members then the replacement must be an Eligible Person; or
- (b) if the Director being replaced was appointed by the Board, or was the past Chair, the replacement Director may be an Approved Person.

15.8 Casual Vacancies

- (a) If a vacancy on the Board arises, the remaining Directors appoint an Approved Person to fill the position within 6 calendar months of the vacancy occurring.
- (b) Any or all candidates or nominees to fill a casual vacancy will be provided the opportunity to present their interest and credentials to the Board to enable an informed decision on the candidate's suitability.
- (c) This appointment will be documented in writing by all of the surviving or continuing Board.
- (d) Should a Director resign, retire or be removed from the Board at any time and so create a casual vacancy, the Board need not replace them until the next AGM.

16. Eligibility To Vote

16.1 Process of appointed person

The process of Voting for Eligible Persons who wish to be elected as a Director at an AGM is set out in this article 16.

16.2 Eligibility to vote

Eligibility to Vote at a General Meeting, including an AGM, is restricted to Full Members.

16.3 Appointment of Returning Officer

- (a) The AIIA will appoint a returning officer, who may appoint assistant returning officers, none of whom will be a Director or an employee of the AIIA or a Member.
- (b) The returning officer will have responsibility for:
 - (i) the nomination of candidates;
 - (ii) the candidate draw;
 - (iii) the vetting and publishing of candidate material;
 - (iv) the distribution of election material;
 - (v) the collection of Votes;
 - (vi) validation of voters' eligibility to Vote;
 - (vii) the counting of Votes;
 - (viii) the declaration of result; and
 - (ix) Member or candidate queries in relation to the election process.
- (c) The AIIA must prepare and give the returning officer a roll of the Full Members eligible to Vote in the election.

16.4 Election Timetable

The election timetable prior to the AGM will be as follows:

- (a) Appointment of the returning officer - at least 2 months prior to the date of the AGM;
- (b) Cut-off for the addition of new Full Members to the eligible Voter roll - 1 month before the date of the AGM;
- (c) Call for nominations - not less than 42 days before the date of the AGM;
- (d) Close nominations - not less than 28 days before the date of the AGM;
- (e) Distribution of election material to each Member who under the Constitution is entitled to Vote - not less than 21 days before the date of the AGM;
- (f) Election opens - not less than 7 days before the date of the AGM; and
- (g) Election closes - not less than 24 hours before the date of the AGM.

16.5 Nomination of Candidates

The following details will be provided in the notice provided to Members calling for nominations:

- (a) notice of the election;
- (b) closing date of nominations and closing date for Voting;
- (c) call for nominations for candidates for the position of Director elected by the Members; and
- (d) how to obtain and lodge a nomination form.

16.6 Eligible Persons

Each Eligible Person who nominates must make a written declaration, before the close of nominations, that they:

- (a) are an Eligible Person;
- (b) are committed to devoting such time as is necessary to carry out the duties of a Director; and
- (c) will observe the requirements of the Constitution.

16.7 Nomination Process

- (a) The nomination form for an Eligible Person must be sent to the returning officer before the close of nominations.
- (b) No nomination will be rejected by reason of any formal defect or error in the nomination if the returning officer is satisfied that article 16.5 has been substantially complied with.
- (c) The returning officer will send the Eligible Person a written acknowledgement of receipt of the nomination form.
- (d) Nominations will remain confidential in the hands of the returning officer until after the close of nominations.
- (e) An Eligible Person may withdraw consent to nomination at any time before the close of nominations by sending to the returning officer a signed statement of withdrawal from nomination. A nomination may not be withdrawn after the close of nominations.

16.8 Content and Distribution of Election Material

As soon as practicable after the close of nominations, the returning officer will determine the order in which the names of Eligible Persons will appear on the election form by drawing lots.

16.9 Distribution of Election Material

The returning officer will send to each Member who under the Constitution is entitled to Vote, election material that includes:

- (a) information in respect of each nominated Eligible Person including the Full Member by which they are engaged;
- (b) voting instructions, consistent with the Constitution, indicating how to cast a valid Vote; and
- (c) an election form for recording Voting preferences. This election material may be included in the Notice for the AGM that is provided under article 10.4.

16.10 Method Validation and Counting of Votes

- (a) Voting in the election may be by way of postal Voting, electronic Voting or both. If there are more candidates than vacant positions, the Eligible Persons will be elected by a preferential voting system outlined in this article 16.10(b)
- (b) Full Members will number each candidate by preference, from 1 through to X, where X is equal to the number of candidates. A Vote will be disqualified if a unique preference is not allocated against each candidate. In order to be elected:
 - (i) a candidate must attain a set quota (**Quota**) to be calculated using the following formula:
$$\text{Quota} = [(\text{number of 1}^{\text{st}} \text{ preference votes received}) / (\text{number of vacant positions})] + 1$$
 - (ii) Once a candidate has reached the Quota they are deemed to be elected. At this point, the second preference indicated in the remaining surplus votes for that candidate will be distributed to the other candidates.

- (iii) The candidate with the lowest number of votes (after the distribution of second preferences) will have their votes distributed according to the second preference on each ballot. If that second preference is for a candidate who has already reached their Quota then the next preferred candidate will be allocated that vote.
- (iv) The above process will be repeated until all vacant positions have been filled.
- (c) Full Members will validate their entitlement to Vote by use of their AIIA membership number in combination with the PIN number (or other form of identification) issued by the returning officer.
- (d) The counting of Votes may be undertaken electronically.

16.11 Declaration of Result

- (a) As soon as practicable before the AGM the returning officer will report the results of the count to the AIIA.
- (b) The results of the election will remain confidential until released by the Chair.
- (c) The Chair shall release the results of the election at the AGM.

17. Proceedings of Board Meetings

17.1 Procedure Generally

The Directors may arrange Meetings, adjourn and otherwise regulate their Meetings and proceedings as they think fit.

17.2 Calling of Meetings

- (a) A Director may at any time, and the Secretary must on the request of a Director or the CEO, convene a Meeting by Notice sent to the other Directors.
- (b) At the first meeting after an AGM, Directors should schedule the Board meetings for the ensuing 12 months to enable planned attendance of the Directors.
- (c) There should be a minimum of 4 Board meetings in a calendar year.

17.3 Notice of Meetings

Reasonable notice is to be sent to all Directors specifying the time, place and general nature of the business of such Meeting. Where the Chair considers an emergency exists, the Chair may take such steps as the Chair considers necessary to notify Directors of the proposed Meeting which may take place as soon as a quorum is present.

17.4 Procedure of Meetings

- (a) A Director may not leave a Meeting by disconnecting their telephone, audio-visual or other communication equipment unless that Director has previously notified the chair of the Meeting.
- (b) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a Meeting unless that Director has previously notified the chair of the Meeting of the Director's intention to leave the Meeting.

17.5 Quorum

There will be a quorum at a Board Meeting if:

- (a) more than 50% of the potential Directors are present (for example, if there are 3 casual vacancies the number of potential Directors is 13 and the number of Directors required for a quorum is 7); and

- (b) the number of Directors present is 7 or more.

17.6 Chair of Meetings

The Chair of the Board, or in the Chair's absence a Deputy Chair, may preside as chair of the Meeting at every Board Meeting. If at any Meeting neither the Chair nor a Deputy Chair is present within 15 minutes of the time appointed for the holding of the Meeting or is unable or unwilling or refuses to act, the Directors present shall elect the chair of the Meeting from among their number.

17.7 Decision on Questions

Questions arising at any board Meeting are to be decided by a majority of Votes. Each Director has one Vote and a determination by a majority of the Voting Directors will be deemed a determination of the board unless this Constitution or the law requires a larger majority. In the case of an equal number of Votes on a matter that requires a simple majority of Votes the chair of the Meeting has a second or casting Vote.

17.8 Minutes

- (a) The Directors must cause minutes to be kept in accordance with the Corporations Law of:
 - (i) the names of the Directors present at each Board Meeting; and
 - (ii) all resolutions and proceedings of General Meetings and of Board Meetings.
- (b) The minutes are to be signed by the chair of the Meeting at which the proceedings were held or by the chair of the next succeeding Meeting.
- (c) A Director may require that their opposition to a motion to be recorded in the minutes.

17.9 Written Resolutions

- (a) A resolution in writing signed by all the Directors who are entitled to Vote (not being less than a quorum) is as valid and effectual as if it had been passed at a Board Meeting duly called and constituted and is deemed to constitute a minute of that Board Meeting.
- (b) That resolution in writing may consist of:
 - (i) several copies of a document each signed by one or more Directors and takes effect at the date and time on which the last Director necessary to form a quorum signs a copy of the resolution; or
 - (ii) the record of several Notices each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Notice is received from a Director necessary to form a quorum.

17.10 Voting Authority

- (a) A Director who is unable to attend a Board Meeting may authorise another Director (who is not an Alternate) to Vote at that Meeting.
- (b) The attending Director will have a Vote for each absent Director by whom the attending Director is so authorised, in addition to the normal Vote of the attending Director.
- (c) Any such authority must be signed by absent Director and must be produced at the Board Meeting at which it is to be used and be retained by the Secretary in the AIIA's records. Absent Directors (if any) are not to be counted as Directors present for the purposes of a quorum.

18.

18.1

The management business of the AIIA

The business of the AIIA is managed by the Board who must ensure payment of all expenses incurred in promoting and registering the AIIA and may exercise all powers of the AIIA except those prohibited by Corporations Law or this Constitution, provided that:

- (a) any rule, regulations or by-law of the AIIA made by the Board may be disallowed by the AIIA in a subsequent General Meeting; and
- (b) no resolution passed by the AIIA in General Meeting invalidates any prior act of the Board, which would have been valid if that resolution had not been passed.

18.2 Board Responsibilities

The Board is responsible for the fulfilment of all corporate governance responsibilities, including the appointment and maintenance of:

- (a) any remuneration Sub-Committee; and
- (b) any audit Sub-Committee,

that may be established by the Board from time to time.

18.3 Accountability

The Board will determine and be accountable for the strategic direction of the AIIA and for the production of the Business Plan.

18.4 Determining the AIIA Policy priorities

The Board will, upon consideration of the CEO and any Sub-Committee, State or Territory Council, task force or advisory group, determine Policy.

18.5 Clarification

If requested by the CEO, the Board will consider for clarification the content of any Submission as being Policy.

18.6 Board Responsibilities

The Board is responsible for:

- (a) determining the Fees under article 8.1 and special levy under articles 8.3 and 8.4;
- (b) ensuring that any Fees, levies or other funds received are used in accordance with the objects of the AIIA and the law;
- (c) adopting and using generally accepted accounting practices and principles to ensure that the accounts are a true and fair representation of the financial performance of the AIIA;
- (d) promptly collecting all Fees, levies and other monies payable, and making payment of all amounts properly owed;
- (e) ensuring the AIIA has adequate controls and processes to ensure the proper use, payment and collection of the AIIA funds and assets, including an internal audit system;
- (f) preparing and approving each financial year, a financial report, Directors' report and an annual report; and

- (g) ensuring that all acts, documents and other things that are required by law to be done or provided are so done or provided in accordance with the law.

18.7 Approval of Business Plan

The Board will, after consultation with the CEO, approve the Business Plan each year.

18.8 Appointment and Removal of CEO

The Board will affect the appointment and removal of the CEO and shall determine the remuneration of the CEO.

18.9 Delegation to the CEO

The Board may entrust and confer upon the CEO any powers exercisable by the Board upon such terms and subject to such restrictions as it may think fit and may from time to time revoke, withdraw, alter or vary all of these powers.

18.10 Delegation to the Executive Committee

The Board may appoint, entrust and confer upon the Executive Committee, any Sub-Committee, State or Territory Council, task force, advisory panel or other sub group any powers exercisable by the Board upon such terms and subject to such restrictions as it may think fit and may from time to time revoke, withdraw, alter or vary all of these powers.

18.11 Financial Delegation

The Board will determine the Financial Delegations.

18.12 Competency

The Board will ensure that professional competency is maintained among Directors and that due process is followed.

18.13 Regulation

The Board also has the authority to do any other act or thing that is set out in this Constitution or any regulation or by-law.

19. Executive Committee, Sub-Committees, State or Territory Councils, PANs and Task Forces

19.1 Executive Committee

- (a) The Board shall establish an Executive Committee comprising the Chair, Deputy Chair(s), Treasurer and 3 Directors together with other Board members as co-opted by the Board from time to time.
- (b) The Executive Committee is responsible for working with the CEO to implement the Business Plan. The Executive Committee may make take any action to implement the Business Plan that is consistent with the Financial Delegations.
- (c) If any position on the Executive Committee becomes vacant for any reason, the Board may appoint another Director to that position for the unexpired portion of the predecessor's appointment.
- (d) In absence of any determination by the Board to the contrary, the governance arrangements for the Executive Committee will be:
 - (i) the term of membership shall be 1 year;
 - (ii) the Chair will be the chair of the Executive Committee. If the Chair is not present at a Meeting, then a Deputy Chair shall chair the meeting;

- (iii) in the absence of the Chair or Deputy Chair, then other members of the Executive Committee shall elect a chair for that Meeting;
- (iv) a quorum shall be at least 3 Directors;
- (v) each person will have one Vote and decisions will be made by a majority Votes of the Directors present at the Meeting. The chair of the Meeting will have a casting Vote;
- (vi) the secretariat to the Executive Committee will be provided by the AIIA Executive; and
- (vii) the secretariat is responsible for taking minutes and reporting the minutes to the Board.

19.2 Sub-Committees

- (a) The Board may establish one or more Sub-Committees at any time. A Sub- Committee shall be established to assist the Board with particular activities of an on-going or interim nature.
- (b) The Sub-Committees may:
 - (i) make recommendations to the Board in relation to Policy, the Business Plan and other matters within its charter; and
 - (ii) implement the AIIA objects within its charter subject to complying with the Financial Delegations and operating within the Business Plan.
- (c) The Board will determine
 - (i) the charter for the Sub-Committee;
 - (ii) how members become a member of the Sub-Committee;
 - (iii) the term of membership;
 - (iv) the rights to Vote;
 - (v) the number and type of persons required to make a quorum;
 - (vi) the voting procedures; and
 - (vii) any other governance arrangements necessary or convenient for the good order and operation of the Sub-Committee.
- (d) In the absence of any determination by the Board to the contrary, the governance arrangements for a Sub-Committee will be:
 - (i) the term of membership will be 1 year;
 - (ii) the Board will appoint the members of the Sub-Committee;
 - (iii) the chair of a Sub-Committee must be a Director and will be appointed by the Board;
 - (iv) a quorum shall be at least 3 members including 1 Director;
 - (v) each person will have one Vote and decisions will be made by a majority of those present at the Meeting. The chair of the Sub-Committee will have a casting Vote;
 - (vi) the secretariat function to the Sub-Committee will be provided by the AIIA personnel; and
 - (vii) the secretariat is responsible for taking minutes and reporting the minutes to the Board.

19.3 State or Territory Councils

- (a) The Board may establish one or more State or Territory Councils at any time.

- (b) Each State or Territory Council is responsible for promoting the AIIA's objects in the region set out in its charter.
- (c) Each State or Territory Council may:
 - (i) make recommendations to the CEO and the Board in relation to Policy, the Business Plan and other matters within its charter;
 - (ii) make Submissions, with the approval of the CEO;
 - (iii) implement the AIIA objects in its approved region subject to complying with the Financial Delegations and operating within the Business Plan; and
 - (iv) appoint working groups to assist in its work. The role of such working groups must be approved in advance by the CEO.
- (d) The Board will determine:
 - (i) the charter for the State or Territory Council,
 - (ii) how a person becomes a member of the State or Territory Council,
 - (iii) the term of membership,
 - (iv) the rights to Vote,
 - (v) the number and type of persons required to make a quorum,
 - (vi) the voting procedures and
 - (vii) any other governance arrangements necessary or convenient for the good order and operation of the State or Territory Council.
- (e) Any Full Member who, at the time of close of nominations for the election for the State or Territory Council, has a business or commercial interest in the State or Territory which the State or Territory Council represents is entitled to:
 - (i) nominate a senior employee to be a member of a State or Territory Council consistently with article 19.5;
 - (ii) Vote for councilors of the State or Territory Council.
- (f) In the absence of any determination by the Board to the contrary, the governance arrangements for a State or Territory Council will be:
 - (i) the members of the State or Territory Council who are elected will have 3 year terms and those who are appointed will have 1 year terms;
 - (ii) the number of persons on the State or Territory Council and composition will be consistent with the processes for the Board (with the necessary changes);
 - (iii) each person will have one Vote and decisions will be made by a majority of those present at the Meeting. The chair of the Council will have a casting Vote; and
 - (iv) the State or Territory Council is responsible for taking minutes and reporting the minutes to the CEO.

19.4 Task Force, PAN and other sub-group

- (a) The Board will determine:
 - (i) the charter;
 - (ii) membership eligibility;

- (iii) the term of membership;
 - (iv) the rights to Vote;
 - (v) the number and type of persons required to make a quorum;
 - (vi) the voting procedures and any other governance arrangements necessary or convenient for the good order and operation,
- of any task force, PAN or other sub-group.
- (b) The task force, PAN or other sub group may:
- (i) make recommendations to the CEO and the Board in relation to Policy, the Business Plan and other matters within its charter;
 - (ii) make Submissions, with the approval of the CEO; and
 - (iii) implement the AIIA objects within its charter subject to complying with the Financial Delegations and operating within the Business Plan.
- (c) A Policy Advisory Network may:
- (i) make recommendations on behalf of its members on matters of policy priorities, directions and positions as required from time to time; and
 - (ii) elect a policy leadership team to facilitate, aggregate and recommend policy position to the Executive Committee.

19.5 Leadership positions and office bearers

In the interests of engaging the diversity in and breadth of the Member base the following will apply:

- (a) no Director will also hold a position as chair of any State or Territory Council unless the Board determines otherwise based on extenuating circumstances; and
- (b) no Chair of the Board or chair of any State or Territory Council, Policy Advisory Network, or other sub-committee will hold the office of chair of that body for greater than an aggregate of 6 years taking effect from the date of their original appointment, provided that:
 - (i) a person will again be eligible to hold office after a period of at least 3 consecutive years of not holding the office of chair of that body;
 - (ii) this article 19.5(b) will take effect 1 year after its introduction; and
 - (iii) the Board may override the operation of this article 19.5(b) based on extenuating circumstances and must not unreasonably disregard a unanimous decision of the relevant State or Territory Council to override this article 19.5(b). The unanimous decision must be reached via an anonymous poll of the relevant State or Territory Council conducted by a returning officer who has been appointed in the same manner described under article 16.3.

19.6 Engagement of advisors

Any Executive Committee, Sub-Committees, State or Territory Councils, task forces, advisory panels or other subgroups may appoint any person, including a person that is not an AIIA Member, to provide advice to it.

20. Chief Executive Officer

20.1 Chief Executive Officer Role

- (a) The CEO will attend and be entitled to be heard at all Board Meetings and Meetings of the AIIA.
- (b) The CEO will not be a Director.
- (c) The CEO may, subject to any guidelines in the Business Plan, the Financial Delegations and any direction from the Board, appoint, engage, manage and remove such employees, agents, contractors or other persons as are deemed necessary or desirable for the objects of the AIIA.

20.2 Chief Executive Officer Responsibilities

Unless varied by the Board, the CEO is responsible for:

- (a) developing and recommending the AIIA strategy to the Board;
- (b) recommending any Policy to the Board;
- (c) developing and recommending each year's rolling 3-year Business Plan to the Board;
- (d) recommending the establishment and charter of any State or Territory Councils, task forces, advisory groups or subgroups to the Board;
- (e) approving any Submission, or if the CEO reasonably believes that the Submission contains positions or information:
 - (i) that are material to Full and Associate Members;
 - (ii) that are material to the AIIA's reputation; or
 - (iii) which conflicts with any Policy, the CEO shall approve such Submission only after obtaining the approval of the Chair, or at least 3 Directors if the Chair is unavailable in the time required prior to the date of Submission;
- (g) delivery of the activities in the Business Plan;
- (h) performance of the administrative functions of the AIIA; and
- (i) preparation of all reports to the Board.

21. Company Secretary

One or more Secretaries must in accordance with the Corporations Law be appointed by the Board for such terms, at such remuneration and upon such conditions as the Board thinks fit. Any Secretary so appointed may be removed by the Board.

22. Accounts

22.1 Accounting and Other Records

The Directors must cause proper accounting and other records to be kept and distribute copies of balance sheets as required by the Corporations Law.

22.2 Time for Accounts

The interval between the close of a financial year of the AIIA and the issue of the annual report and audited accounts relating to it must not exceed the period (if any) prescribed by the Corporations Law.

22.3 Access by Members

The Directors may from time to time determine whether and to what extent and at what times and places and under what conditions the accounting and other records of the AIIA are to be open to the inspection of Members not being Directors, subject to the provisions of the Corporations Law.

23. Proceedings and Documents Confidential

Subject to the law all proceedings and documents of the Board are to be treated as strictly private and confidential.

24. Validation of Irregular Acts

All acts done by:

- (a) any Meeting of the Executive Committee, Sub-Committees, State or Territory Councils, task forces, PANs or subgroups; or
- (b) the CEO, Director or other officer of the AIIA,

that were invalid by reason of:

- (c) the invalidity of any appointment;
- (d) lack of entitlement to Vote;
- (e) acting beyond power; or
- (f) any other reason

(any one being an **Irregular Act**),

may be ratified by the Board so that the act is as valid as it would have been without the Irregular Act, provided that such act if properly performed would not have been invalid under this Constitution or unlawful.

25. Notices

25.1 When Notice Deemed Given

A notice is deemed to be given:

- (a) if the Notice is given by post, within 3 Business Days of being sent;
- (b) if the Notice is given by email, at the time the email is sent (provided that the sender does not get a notice of failure to transmit within 2 hours of the time of sending); and
- (c) if the Notice is given by any other form of technology that gives the Members as a whole a reasonable opportunity to participate and provides the recipient with the information in a form that can be seen, saved and printed, within 1 Business Day of being sent.

25.2 Persons Entitled to Notice of General Meeting

Notice of every General Meeting must be given in the manner authorised to:

- (a) every Member;
- (b) the CEO;
- (c) the Secretary; and

(d) the auditor for the time being (if any) of the AIIA,
no other person is entitled to receive notices of General Meetings.

26. Indemnity of Officers

26.1 Mandatory Indemnity

The AIIA will indemnify each Officer of the AIIA out of the assets of the AIIA against any liability incurred by the Officer to the extent incurred in or arising out of the conduct of the business of the AIIA, or in or arising out of the discharge of the Duties of the Officer, unless the liability was incurred by the Officer through the Officer's own dishonesty, negligence, lack of good faith or breach of duty.

26.2 Discretionary Indemnity

In addition to article 26.1, if the Board considers it appropriate to do so, the AIIA may indemnify an Officer of the AIIA out of the assets of the AIIA against any liability incurred by the Officer to the extent incurred in or arising out of the conduct of the business of the AIIA, or in arising out of the discharge of the Duties of the Officer.

26.3 Insurance Against liability

To the extent permitted by law, if the Board considers it appropriate to do so, the AIIA may pay amounts by way of premium in respect of any contract effecting insurance on behalf or in respect of an Officer of the AIIA against liability incurred by the Officer in or arising out of the conduct of the activities of the AIIA or of the subsidiary or in or arising out of the discharge of the duties of the Officer.

Interpretation in this article 26:

Officer means:

- (i) a Director, Secretary, CEO or employee of the AIIA; or
- (ii) a person appointed as a trustee by, or acting as a trustee at the request of the AIIA, and includes a former officer;

Duties of the Officer includes, in any particular case where the Board considers it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an Officer by the AIIA;

liability means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

