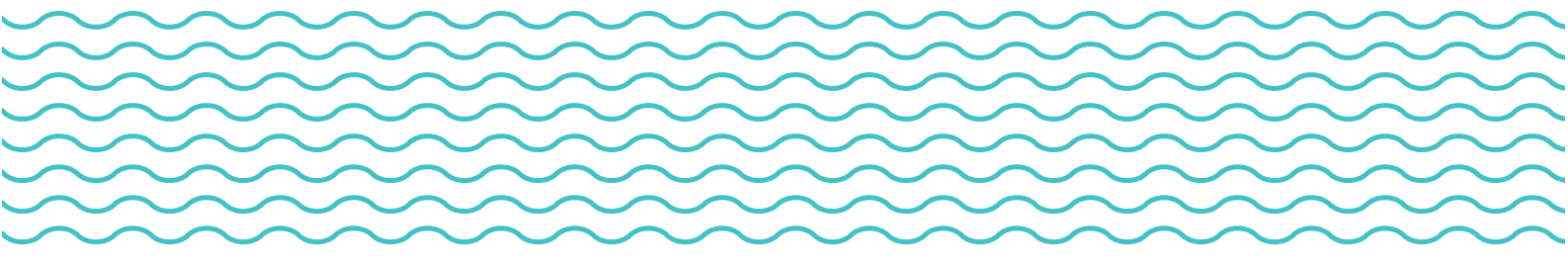




GLOBAL CCS  
INSTITUTE

Global Carbon Capture and Storage Institute Ltd (Company)

# Constitution





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## 1. Objects

- a. The objects of the Company are to:
  - i. accelerate the global adoption of safe, commercially and environmentally sustainable CCS in the public interest through global co-operation and dissemination of information, including by using reasonable endeavours to obtain the rights to share the information the Company receives as broadly as possible, subject to its obligations to respect any existing or future relevant intellectual property rights;
  - ii. drive co-operation to deliver a diverse portfolio of at least 20 fully integrated, large-scale Demonstration Projects operating by 2020;
  - iii. work in concert with the network of existing bodies, establishing new programs where necessary, to overcome the barriers to broad industrial-scale deployment;
  - iv. maintain a project focus and actively support large-scale Demonstration Projects through facilitation of issues, discussion with key stakeholders (including Governments) and provision of technical know how;
  - v. be an active clearinghouse and standard setter for CCS information, especially in relation to the deployment of technology and processes; and
  - vi. do all other things as may be incidental and ancillary to the attainment of these objects.
- b. The Company may only exercise the powers in subsection 124(1) of the Corporations Act to:
  - i. carry out the objects in this clause 1; and
  - ii. do any thing incidental or convenient in relation to the exercise of power under clause 1(b)(i).

## 2. Income and Property of Company

- a. The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 1(a).
- b. No income or property of the Company may be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
  - i. in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
  - ii. of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent;
  - iii. of refunds of amounts paid by the Member to the Company pursuant to funding agreements which may be entered into between the Member and the Company;
  - iv. by way of grants or financial assistance to a Member for the purposes of pursuing the objectives of the Company, but not so as to create a commercial benefit to a Member which would be inconsistent with the objects of the Company;
  - v. of reasonable and proper rent by the Company to a Member of the Company for premises leased by the Member to the Company;
  - vi. by way of reimbursement of expenses incurred by any Member on behalf of the Company; or
  - vii. made on winding up under clause 28.2.



### **3. Membership**

#### **3.1. ADMISSION**

- a. The number of Members with which the Company proposes to be registered is unlimited.
- b. The Members of the Company are:
  - i. the persons who consented to become Members in the application for registration of the Company;
  - ii. all persons who are Members at the date of any amendment made to this Constitution; and
  - iii. Governments, corporations, organisations or other persons that, in the reasonable opinion of the Board, meet any membership criteria prescribed by the Board in the membership rules from time to time, and which the Board admits to membership in accordance with this Constitution.
- c. Different categories of membership, and eligibility criteria (including as to membership fees) for those categories of membership, may be set out in by-laws, rules or regulations subject to the Constitution.

#### **3.2. APPLICATIONS FOR MEMBERSHIP**

- a. Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Board in its absolute discretion.
- b. The Board may:
  - i. accept or reject the application; or
  - ii. ask the applicant to give more evidence of eligibility for membership.
- c. The Board does not have to give any reason for rejecting an application for membership under clause 3.2(b)(i).
- d. An applicant for membership becomes a Member when the applicant's name is entered into the Register of Members.
- e. The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

#### **3.3. RIGHTS OF MEMBERS**

- a. Unless otherwise provided in this Constitution, all Members have the same rights.
- b. Unless otherwise provided in this Constitution including clause 9.1, the rights of a Member include:
  - i. to receive notices of, attend, speak at and vote at general meetings of Members;
  - ii. to participate in a call for a poll;
  - iii. to approve appointments to the Board;
  - iv. to nominate a person for appointment to the Board Selection Panel in accordance with clause 10.3;
  - v. to vote to appoint members of the Board Selection Panel in accordance with clause 10.4;
  - vi. to propose an amendment to the Constitution; and
  - vii. to vote on amendments to the Constitution.

#### **3.4. MEMBERSHIP FEES**

- a. The Board will determine the annual membership fee payable (including any discounts or waivers of annual membership fees) by Members.



- b. The annual membership fee period will commence on 1 January of each year. The manner and timing of the payment of annual membership fees will be determined by the Board.
- c. Subject to clause 3.4(g), the Members as at the date of the Company's 2013 annual general meeting will be required to pay membership fees on and from 1 January 2015, if they have given the Company Secretary written notice (in a form prescribed by the Company), no later than 31 October 2014, of their intention to continue as Members of the Company and to pay the applicable annual membership fee.
- d. If a Member does not give the Company written notice under clause 3.4(c) by 31 October 2014:
  - i. the Member's membership will be suspended; or
  - ii. the Board may declare a later date for the Member to provide written notice.
- e. The Board may determine in its absolute discretion:
  - i. that an applicant for membership;
  - ii. an existing Member; or
  - iii. a group of applicants or existing Members,is not required to pay,
  - iv. all; or
  - v. any,of a membership fee that other applicants or existing Members are or would be required to pay.
- f. If a Member does not pay their annual membership fee within 90 days after it becomes due the Board:
  - i. will give the Member notice of that fact; and
  - ii. if the membership fee remains unpaid 21 days from the date of that notice, may:
    - (A) suspend that Member's membership; or
    - (B) terminate the Member's membership.
- g. In recognition of the initial funding provided by the Australian Government to the Company, the Australian Government will not be required to pay any membership fees until after 30 June 2020.

### **3.5. CEASING TO BE A MEMBER**

A Member's membership of the Company will cease:

- a. if the Member gives the Company Secretary written notice of resignation, from the date of receipt of that notice by the Company Secretary;
- b. if a majority of three-quarters of the Directors present and voting at a Board meeting by resolution terminate the membership of a Member:
  - i. who in their reasonable opinion:
    - (A) is acting contrary to the advancement of CCS; or
    - (B) has adversely affected the reputation of the Company;
  - ii. only after the Member has been given at least 21 days' notice of the resolution and has had the opportunity to be heard at the meeting at which the resolution is proposed;



- c. if:
  - i. a liquidator is appointed in connection with the winding-up of the Member; or
  - ii. an order is made by a Court for the winding-up or deregistration of the Member;
- d. if membership is terminated under clause 3.4(f)(ii)(B); or
- e. if a Member as at the date of the Company's 2013 annual general meeting does not give notice under clause 3.4(c) by 30 June 2015 (or such later date as declared by the Board under clause 3.4(d)(ii)) of their intention to continue as a Member including to agree to pay annual membership fees.

### **3.6. EFFECT OF CEASING TO BE A MEMBER**

Any Member ceasing to be a Member:

- a. will not be entitled to any refund (or part refund) of a membership fee; and
- b. will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

## **4. Power of Attorney**

- a. If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company for notation.
- b. If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.
- c. The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.
- d. If an attorney is to vote at a meeting of Members, the instrument conferring the power of attorney (or a certified copy of the instrument) must be produced to the Company at least 48 hours before the meeting, in the same way as the appointment of a proxy.

## **5. Representatives**

- a. Any Member may by written notice to the Company Secretary:
  - i. appoint a natural person to act as its Representative in any matters connected with the Company including as permitted by the Corporations Act; and
  - ii. remove a Representative.
- b. A Representative is entitled to:
  - i. exercise at a general meeting (and any other Members' meeting convened in accordance with this Constitution), all the powers which the Member which appointed him or her could exercise if the Member were a natural person; and
  - ii. be counted towards a quorum on the basis that the Member is to be considered personally present at a general meeting (or a Members' meeting convened in accordance with this Constitution) by its Representative.
- c. A document executed in accordance with section 127 of the Corporations Act (where applicable to a Member) is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- d. The chairperson of a general meeting or other Members' meeting convened in accordance with this Constitution may allow a Representative to vote (if that Representative is appointed by a Member who is entitled to vote) on the condition that the



Representative must establish his or her status as a Representative (within a period prescribed by and to the satisfaction of the chairperson of the general meeting or Members' meeting convened in accordance with this Constitution).

- e. The appointment of a Representative may set out restrictions on the Representative's powers.

## **6. General Meetings**

### **6.1. CALLING GENERAL MEETING**

- a. Any Director may, at any time, call a general meeting.
- b. A Member may:
  - i. request the Board to call a general meeting only in accordance with section 249D of the Corporations Act; and
  - ii. not request, or call and arrange to hold a general meeting except under either section 249E or 249F of the Corporations Act.

### **6.2. NOTICE OF GENERAL MEETING**

- a. At least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting (subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice).
- b. A notice calling a general meeting:
  - i. must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
  - ii. subject to clause 6.2(c), must state the general nature of the business to be transacted at the meeting; and
  - iii. may specify a place, facsimile number or electronic address (as necessary) for the purposes of proxy appointment.
- c. A notice of an annual general meeting need not state that the business to be transacted at the meeting will include:
  - i. the consideration of the annual financial report, Directors' report and the Auditor's report;
  - ii. the election of Directors; or
  - iii. the appointment and fixing of the remuneration of the Auditor.
- d. The Board may postpone or cancel any general meeting whenever it thinks fit (other than a meeting called as the result of a request under clause 6.1(b)).
- e. The Board must give reasonable notice of the postponement or cancellation of a general meeting to all persons referred to in clause 26.2(a) entitled to receive notices from the Company.
- f. The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.



## 7. Proceeding at Members' Meetings

### 7.1. INTERPRETATION

- a. In clauses 7.2, 7.3, 7.5 and 9.1, Member includes a Member present in person or by proxy, attorney or Representative.
- b. In clause 7 (except clause 7.2(b)), the term general meeting is taken to include a general meeting and any other Members' meeting convened in accordance with this Constitution.

### 7.2. QUORUM

- a. No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- b. A quorum of Members:
  - i. for the purposes of a general meeting, is the lesser of:
    - (A) 10% of the total number of Members entitled to vote at the meeting at that time; or
    - (B) 25 Members entitled to vote at the meeting at that time; or
  - ii. for the purposes of a Members' meeting other than a general meeting, is 10% of the total number of Members entitled to vote at the meeting at that time.
- c. If a quorum is not present within 60 minutes after the time appointed for a general meeting:
  - i. then if the general meeting was called on the requisition of Members, it is automatically dissolved; or
  - ii. in any other case:
    - (A) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Board; and
    - (B) if at the adjourned general meeting a quorum is not present within 60 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

### 7.3. CHAIRPERSON

- a. The Board Chair, or in the Board Chair's absence the deputy Board Chair, will be the chairperson at every general meeting.
- b. The Directors present may elect a chairperson of a general meeting if:
  - i. there is no chairperson or deputy chairperson; or
  - ii. neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
  - iii. the Board Chair and deputy Board Chair are unwilling to act as chairperson of the general meeting.
- c. If no election takes place under clause 7.3(b), then:
  - i. the Members may elect one of the Directors present as chairperson; or
  - ii. if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
- d. The chairperson:
  - i. may temporarily vacate the chair in favour of another person present, at any time during a meeting, if the chairperson considers it appropriate to do so; and





- ii. must temporarily vacate the chair in favour of another person present if the Members are voting on the chairperson's reappointment as a Director.
- e. If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

#### **7.4. ADJOURNMENT**

- a. The chairperson of a general meeting at which a quorum is present:
  - i. may, in his or her discretion, adjourn the general meeting with the meeting's consent; and
  - ii. must adjourn the general meeting if the meeting directs him or her to do so.
- b. An adjourned general meeting may take place at a different venue to the initial general meeting.
- c. The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.

#### **7.5. DECISION ON QUESTIONS**

- a. Subject to the provisions of the Corporations Act relating to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- b. A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- c. Unless a poll is demanded:
  - i. a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
  - ii. an entry to that effect in the minutes of the meeting,are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- d. The demand for a poll may be withdrawn.
- e. A decision of a general meeting may not be invalidated on the ground that a Member voting at the general meeting was not entitled to do so.

#### **7.6. TAKING A POLL**

- a. A poll will be taken when and in the manner that the chairperson directs.
- b. The poll may be demanded:
  - i. at any time before a vote is taken;
  - ii. before the voting results on a show of hands are declared; or
  - iii. immediately after the voting results on a show of hands are declared.
- c. The result of the poll will be the resolution of the meeting at which the poll was demanded.
- d. The chairperson may determine any dispute about the admission or rejection of a vote.
- e. The chairperson's determination, if made in good faith, will be final and conclusive.
- f. A poll demanded on the election of the chairperson or on the question of the adjournment of a general meeting must be taken immediately.
- g. Subject to clause 7.6(f), after a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.



#### **7.7. NO CASTING VOTE FOR CHAIRPERSON**

The chairperson does not have a casting vote in addition to the chairperson's votes as a proxy or attorney.

### **8. Offensive Material**

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

- a. refuses to permit examination of any article in the person's possession; or
- b. is in possession of any:
  - i. electronic or recording device;
  - ii. placard or banner; or
  - iii. other article,

which the chairperson considers to be dangerous, offensive or liable to cause disruption.

### **9. Votes of Members**

#### **9.1. ENTITLEMENT TO VOTE**

- a. A Member is not entitled to vote at a general meeting if the Member's membership has been in suspension under clauses 3.4(d)(i) or 3.4(f)(ii)(A) at the date the Company despatches the notice of general meeting for the Company.
- b. Each Member entitled to vote has one vote.

#### **9.2. OBJECTIONS**

- a. An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- b. An objection made under clause 9.2(a) must be referred to the chairperson of the meeting, whose decision is final.
- c. A vote which the chairperson does not disallow because of an objection is valid for all purposes.

#### **9.3. VOTES BY PROXY**

- a. A proxy appointed to attend and vote for a Member has the same rights as the Member to:
  - i. speak at the meeting;
  - ii. vote (but only to the extent allowed by the appointment); and
  - iii. join in a demand for a poll.
- b. If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- c. A proxy need not be a Member.
- d. A proxy or attorney may vote on a poll.
- e. A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.
- f. A proxy's authority to speak and vote for a Member at a meeting is suspended while the Member is present at the meeting.
- g. A proxy may be revoked at any time by notice in writing to the Company.



#### 9.4. DOCUMENT APPOINTING PROXY

- a. An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by subsection 250A(1) of the Corporations Act. The Board may determine that an appointment of proxy is valid even if it only contains some of the information required by subsection 250A(1) of the Corporations Act.
- b. For the purposes of clause 9.4(a), an appointment received at an electronic address will be taken to be signed by the Member if:
  - i. a personal identification code allocated by the Company to the Member has been used for the appointment; or
  - ii. the appointment has been verified in another manner approved by the Board.
- c. A proxy's appointment is valid at an adjourned Members' meeting.
- d. A proxy or attorney may be appointed for all Members' meetings or for any number of Members' meetings or for a particular purpose.
- e. Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority to vote on:
  - i. any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
  - ii. any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the Members' meeting, even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
  - iii. any motion before the Members' meeting whether or not the motion is referred to in the appointment.
- f. If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either cast as proxy or complete the appointment by inserting the name or names of one or more Directors or the Company Secretary.

#### 9.5. LODGEMENT OF PROXY

- a. The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before the time for holding the Members' meeting or adjourned Members' meeting at which the appointee proposes to vote.
- b. The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
  - i. the Company's registered office;
  - ii. a facsimile number at the Company's registered office; or
  - iii. a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

#### 9.6. VALIDITY

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

- a. died;
- b. became mentally incapacitated; or



- c. revoked the proxy or power,

unless any written notification of the death, mental incapacity or revocation was received by the Company before the relevant Members' meeting or adjourned Members' meeting.

## 10. Board Selection Panel

### 10.1. NUMBER OF MEMBERS OF BOARD SELECTION PANEL

Subject to clause 10.2(a), there will be no less than four (4) and no more than seven (7) members of the Board Selection Panel, of which no more than:

- a. four (4) members will be the representatives of Members (**Elected Members**); and
- b. three (3) members will be Directors (including the Board Chair) (**Appointed Members**).

### 10.2. TRANSITIONAL PROVISIONS

- a. Notwithstanding clause 10.1, to the extent arising from the results of the 2013 election of Board Selection Panel members, there may be more than four (4) Elected Members of the Board Selection Panel.
- b. (b) Notwithstanding clause 10.4, no vacancies will arise on the Board Selection Panel for Elected Members until the number of Elected Members falls below four (4).

### 10.3. NOMINATION OF THE BOARD SELECTION PANEL MEMBERS

- a. Subject to clause 10.3(c) a Member, who has not been suspended under clause 3.4(d)(i) or 3.4(f)(ii)(A), is entitled to nominate a person for appointment to the Board Selection Panel as an Elected Member to fill a vacancy that arises.
- b. A Member who intends to nominate a person for election as an Elected Member of the Board Selection Panel must deliver to the Company's registered office, a written notice of the nomination signed by its nominated Representative and enclosing a signed consent from the proposed nominee, at least 60 days prior to the relevant election date.
- c. A Member can only nominate a person for election as an Elected Member of the Board Selection Panel if:
  - i. the person has an ongoing contractual relationship with a Member; and
  - ii. the Member provides a written statement to the Company, demonstrating that the person:
    - (A) meets the criteria under clause 10.3(c)(i);
    - (B) has a legitimate interest in the advancement of CCS; and
    - (C) will make a material contribution to the fulfilment of the objects of the Company, or is likely to make such a contribution.
- d. The Company Secretary may, at his or her absolute discretion, permit notices given in accordance with clause 10.3(b) to be delivered to the Company's registered office by facsimile or electronic notification subject to the originals being received at the Company's registered office within the timeframe notified to Members. If the Company Secretary permits such notices to be delivered by facsimile or electronic notification to the Company's registered office, he or she will provide written notice of the arrangements to the Members.

### 10.4. ELECTION AND APPOINTMENT OF BOARD SELECTION PANEL

- a. Within five months of 30 June in every year that a vacancy arises, the Members will vote to elect the persons, nominated by Members in accordance with clause 10.3, to be



appointed as Elected Members of the Board Selection Panel, to fill the vacancies that will arise at 31 December of that year.

- b. The Company Secretary will list all Board Selection Panel vacancies and the nominees, nominated by Members in accordance with clause 10.3, at least 30 days before the date of the election in clause 10.4(a).
- c. The Board will appoint up to three (3) Directors, one of whom must be the Board Chair, to be the Appointed Members of the Board Selection Panel.
- d. If at the close of nominations for an election under clause 10.4(a), the number of nominations is equal to the number of vacancies, no election shall take place and the Company Secretary will declare the nominees for the Elected Member positions as elected to the Board Selection Panel.
- e. An Elected Member of the Board Selection Panel will hold office until the end of 31 December in the third year of his or her term.
- f. An Elected Member of the Board Selection Panel is eligible to be re-appointed or re-elected but will be ineligible for re-appointment or re-election after serving two consecutive terms in office.

#### **10.5. CONDUCT OF ELECTIONS FOR THE BOARD SELECTION PANEL**

For the purposes of clause 10.4(a):

- a. the Board shall in respect of the election of Elected Members to the Board Selection Panel:
  - i. appoint the date of the election;
  - ii. appoint a returning officer for the election; and
  - iii. determine the rules governing the conduct of an election (Election Rules), a copy of which must be made available to a Member entitled to vote at the election if requested in writing by that Member and if such request is received at the Company's registered office on or after the date the written notice of the election is sent to Members and at least 72 hours prior to the time of the election; and
- b. the Board may determine Election Rules, not inconsistent with this Constitution, for or with respect to the conduct of the elections of Board Selection Panel members that are required or permitted to be prescribed or that are necessary or convenient to be prescribed for carrying out or giving effect to this Constitution including:
  - i. the voting system for the election;
  - ii. the voting period for the election;
  - iii. the provision of information to Members concerning candidates;
  - iv. approved methods of voting;
  - v. the manner of indicating the candidate for whom a Member votes;
  - vi. the format and content of Election Forms;
  - vii. the validation and counting of votes;
  - viii. the requirements for a valid vote;
  - ix. the duties and functions of the returning officer;
  - x. the appointment and duties of scrutineers;
  - xi. the content and distribution of election material; and
  - xii. the notification of election results to Members entitled to vote on the election.

**10.6. DIRECTOR ELIGIBLE TO BE A MEMBER**

A Director is eligible to be an Appointed Member of the Board Selection Panel.

**10.7. DIRECTORS AND BOARD CHAIR**

- a. The Board Chair is an Appointed Member of the Board Selection Panel for his or her term as Board Chair and, subject to clause 10.7(b), is entitled to attend and vote at meetings of the Board Selection Panel.
- b. If the Board Chair or another Appointed Member has a material personal interest in a matter that is being considered at a meeting of the Board Selection Panel (which includes consideration of whether the Board Chair or Appointed Member is to be re-nominated as a Director), the Board Chair or Appointed Member must not:
  - i. be present while the matter is being considered at the meeting; or
  - ii. vote on the matter.

**10.8. CHAIR OF THE BOARD SELECTION PANEL**

- a. The Board Chair will be the chairperson of Board Selection Panel meetings and will hold office, as chairperson, for the period for which they are Board Chair.
- b. The chairperson of a Board Selection Panel meeting has a casting vote in addition to his or her deliberative vote.

**10.9. REMUNERATION OF BOARD SELECTION PANEL MEMBERS**

The members of the Board Selection Panel will not be entitled to any remuneration, except for any reasonable expenses properly incurred by members of the Board Selection Panel in relation to attending Board Selection Panel meetings.

**10.10. VACATION OF BOARD SELECTION PANEL OFFICE**

- a. The office of an Elected Member of the Board Selection Panel will immediately become vacant if the:
  - i. Elected Member ceases to represent, or have any ongoing contractual relationship with, a Member (Member Organisation);
  - ii. Member Organisation resigns from membership or otherwise ceases to be a Member;
  - iii. Elected Member dies;
  - iv. Elected Member is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer his or her affairs, or becomes in the opinion of the Board incapable of performing his or her duties; or
  - v. Elected Member resigns by notice in writing to the Company.
- b. The office of an Appointed Member of the Board Selection Panel will immediately become vacant if the Appointed Member ceases to be a Director for any reason.
- c. If the office of an Elected Member of the Board Selection Panel becomes vacant, and:
  - i. the Elected Member had less than 12 months remaining in office from the date of the vacancy, the Board Chair will appoint someone to fill the vacancy as soon as practicable; or
  - ii. the Elected Member had more than 12 months remaining in office from the date of the vacancy, the Board Selection Panel will appoint a person to fill the vacancy as soon as practicable.



- d. A person appointed under clause 10.10(c) will hold office for the period for which the Elected Member replaced would have held office.
- e. If the office of an Appointed Member of the Board Selection Panel becomes vacant, the Board will appoint a Director to fill the vacancy as soon as practicable.

#### **10.11. REMOVAL OF BOARD SELECTION PANEL MEMBER**

- a. If the conduct or position of any Board Selection Panel member is such that continuance in office appears to the majority of the Board Selection Panel members to be prejudicial to the interests of the Company, a majority of Board Selection Panel members at a meeting of the Board Selection Panel specifically called for that purpose may suspend that member.
- b. Within 21 days of the suspension, the Board must call a meeting of the Members, at which the Members may either confirm the suspension and remove the Board Selection Panel member from office by resolution or annul the suspension and reinstate the Board Selection Panel member.
- c. Where a Board Selection Panel member is removed under clause 10.11(b), the vacancy will be filled under clause:
  - i. 10.10(c) if the member was an Elected Member; or
  - ii. 10.10(e) if the member was an Appointed Member.

#### **10.12. QUORUM**

- a. No business may be transacted at a Board Selection Panel meeting unless a quorum of Board Selection Panel members is present when the meeting proceeds to business.
- b. A quorum is a majority of members of the Board Selection Panel appointed at the time of the meeting of which at least two (2) of the members must be Elected Members.
- c. Where a quorum cannot be established for the consideration of a particular matter at a Board Selection Panel meeting, the chairperson of the Board Selection Panel may appoint an additional Elected Member to be a member of the Board Selection Panel.

## **11. Directors**

### **11.1. NUMBER OF DIRECTORS**

- a. There will not be less than three (3) nor more than seven (7) Directors unless the Company in general meeting by special resolution changes the maximum number.
- b. Subject to clause 11.1(a), the number of Directors will be determined from time to time by the Board.

### **11.2. NOMINATION OF DIRECTORS**

- a. The Board Selection Panel will, where requested by the Board:
  - i. nominate the exact number of candidates for appointment as Directors to fill the vacancies that arise (as notified to the Board Selection Panel by the Board) and in doing so, must use its best endeavours to fulfil the Board Selection Criteria; and
  - ii. provide written notice of the nominees to the Company Secretary.

### **11.3. REMOVAL OF DIRECTORS**

- a. The Company may by resolution passed in general meeting remove any Director before the end of the Director's period of office.
- b. If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors, to be prejudicial to the interests of the Company, then a majority



of Directors at a Board meeting specifically called for that purpose may suspend that Director.

- c. Within 14 days of the suspension, the Board must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 11.3(a) or annul the suspension and reinstate the Director.
- d. Where the Company removes a Director under clauses 11.3(a) or 11.3(c), the Board Selection Panel must nominate someone to fill the vacancy as soon as practicable. The nomination will be approved by Members unless equal to or greater than 75% of Members' votes reject the nominee at the next general meeting following the nomination. A person appointed under this clause 11.3(d) will hold office from the end of the general meeting at which he or she is approved by the Members until the time that the Director replaced was due to retire.

#### **11.4. A APPOINTMENT OF DIRECTORS AND ADDITIONAL AND CASUAL DIRECTORS**

- a. Subject to clause 11.1, the Board may appoint:
  - i. any person as a Director, including to fill a casual vacancy or where the Board reasonably believes, for the period until the next annual general meeting, there are or will be insufficient Directors (including a Director appointed under clause 11.4(a)(ii)) to fulfil the Board's proper functioning;
  - ii. one additional person as a Director if the Board reasonably believes there is a gap in the skill set of the Board; and
  - iii. such other persons as Directors who are nominated by the Board Selection Panel in accordance with clause 11.2(a),

however, as stated in clause 11.1(a), the number of Directors at any time must not exceed seven.

- b. The Members approve each Director appointed under clause 11.4(a) for appointment as a Director unless equal to or greater than 75% of Members' votes reject the appointee at the next general meeting following the appointment. A nominee for appointment as a Director who is approved under this clause 11.4(b) will hold office as a Director with effect from the date the Director was appointed by the Board under clause 11.4(a).
- c. Where the Members reject a Director appointed under clause 11.4(a), the Board may appoint someone else to fill the vacancy as soon as practicable. The appointment will be approved by Members unless equal to or greater than 75% of Members' votes reject the appointee at the next general meeting following the appointment (in which case the appointed Director will cease to hold office with effect from the end of that meeting). A person appointed under this clause 11.4(c) will hold office from the time of their appointment and if approved by Members, until the time that he or she is due to retire in accordance with clause 11.5.
- d. A Director appointed under clause 11.4, will hold office until he or she is due to retire in accordance with clause 11.5.

#### **11.5. RETIREMENT**

- a. A Director must retire from office at the conclusion of their third year in office.
- b. A retiring Director:
  - i. is eligible for re-appointment, unless they have served three consecutive terms in office (each term being three years in duration); and
  - ii. may be reappointed by the Board under clause 11.4(a) and subsequently approved by Members in accordance with clause 11.4(b).



#### **11.6. CONSENT TO NOMINATION AS DIRECTOR**

A person other than a retiring Director is not eligible for appointment as a Director unless:

- a. except with regard to a person appointed as a Director under clauses 11.4(a)(i) and 11.4(a)(ii), the Board Selection Panel has nominated the person for appointment as a Director; and
- b. the person has left at the Company's registered office a written notice signed by him or her giving the person's consent to the nomination.

#### **11.7. VACATION OF OFFICE**

The office of a Director immediately becomes vacant if the Director:

- a. dies;
- b. is prohibited by the Corporations Act from holding office or continuing as a Director;
- c. is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer his or her affairs, or becomes in the opinion of the Board incapable of performing his or her duties;
- d. resigns by notice in writing to the Company;
- e. is removed by a resolution of the Company;
- f. is absent from two consecutive Board meetings without leave of absence from the Board; or
- g. is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act.

#### **11.8. POWER AND DUTIES OF DIRECTORS**

- a. The business of the Company is managed by the Board which may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- b. Without limiting the generality of clause 11.8(a), the Board may exercise all the powers of the Company to:
  - i. borrow money;
  - ii. charge any property or business of the Company; and
  - iii. guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.

## **12. Proceeding of Directors**

### **12.1. BOARD MEETINGS**

- a. A Director may at any time, and the Company Secretary must on the request of a Director, call a Board meeting.
- b. A Board meeting must be called on at least 48 hours' notice to each Director. The notice must be given either in writing or using any technology consented to by all the Directors.
- c. Subject to the Corporations Act, a Board meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- d. The Directors need not all be physically present in the same place for a Board meeting to be held.



- e. Subject to clause 14, a Director who participates in a Board meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- f. Clauses 12.1(c) and 12.1(d) apply to meetings of Board committees as if all committee members were Directors.
- g. The Board may meet together, adjourn and regulate their meetings as they think fit.
- h. A quorum is a majority of Directors appointed at the time of the meeting.
- i. Where a quorum cannot be established for the consideration of a particular matter at a Board meeting, the Board Chair may call a general meeting to deal with the matter.

## **12.2. DECISION ON QUESTIONS**

- a. Subject to this Constitution, questions arising at a Board meeting are to be decided by a majority of votes of the Directors present and voting and, subject to clause 14, each Director has one vote.
- b. The Board Chair has a casting vote in addition to his or her deliberative vote.

## **13. Remuneration of Directors**

### **13.1. REMUNERATION OF DIRECTORS**

- a. The Board as a whole may be paid or provided remuneration for its services, the total amount or value of which must not exceed an aggregate maximum of A\$500,000 per annum or such other maximum amount determined from time to time by a special resolution.
- b. The notice calling a general meeting at which it is proposed that Members approve an increase of the aggregate maximum sum must state the amount of the increase and the aggregate maximum sum.
- c. The aggregate maximum sum will be divided among the Directors in such proportion and manner as the Board agrees and, in default of agreement, equally and accruing from day to day.
- d. If a Director is required to perform services for the Company which in the opinion of the Board, are outside the scope of the ordinary duties of a Director, the Company may pay or provide the Director commercially reasonable remuneration determined by the Board which may be either in addition to or instead of the Director's remuneration under clause 13.1(a). No remuneration may be paid or provided under this clause 13.1(d) if the effect would be to exceed the aggregate maximum sum of Board remuneration determined under clause 13.1(a).
- e. Directors may also be paid all reasonable travel, hotel and other expenses properly incurred by them in attending and returning from Board meetings or any Board committee or general meetings of the Company or otherwise in connection with the Company's business.

### **13.2. RETIREMENT BENEFITS**

Subject to the Corporations Act, the Company may give a person a benefit in connection with a Director's retirement from the Board or managerial office in the Company.

## **14. Directors' Interests**

- a. No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way



- interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- b. No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
  - c. A Director is not disqualified merely because of being a Director from contracting with the Company in any respect (despite the need for disclosure of certain interests, under the Corporations Act and clause 11.7(g)).
  - d. A Director or a body or entity in which a Director has a direct or indirect interest may:
    - i. enter into any agreement or arrangement with the Company;
    - ii. hold any office or place of profit other than as auditor in the Company; and
    - iii. act in a professional capacity other than as auditor for the Company,and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.
  - e. A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:
    - i. be present while the matter is being considered at the meeting; or
    - ii. vote on the matter,unless permitted by the Corporations Act to do so, in which case the Director may:
    - iii. be counted in determining whether or not a quorum is present at any Board meeting considering that contract or arrangement or proposed contract or arrangement;
    - iv. sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
    - v. vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
  - f. A Director may be or become a director or other officer of, or otherwise interested in, any Related Body Corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

## 15. Remaining Directors

- a. The Board may act even if there are vacancies on the Board.
- b. If the number of Directors is not sufficient to constitute a quorum at a Board meeting, the Board may act only to:
  - i. appoint a Director; or
  - ii. call a general meeting.

## 16. Board Chair

- a. The Board may elect a Director as Board Chair to act as chairperson of Board meetings and may determine the period for which the Board Chair will hold office.



- b. If no Board Chair is elected or if the Board Chair is not present at any Board meeting within fifteen minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- c. The Board may elect a Director as deputy Board Chair to act as chairperson in the Board Chair's absence.

## 17. Delegation

- a. The Board may delegate any of its powers, other than those which by law must be dealt with by the Board, to a committee or committees reporting to the Board.
- b. The Board may at any time revoke any delegation of power to a committee.
- c. At least one member of each committee must be a Director.
- d. A committee must exercise its powers in accordance with any directions of the Board and a power exercised in that way is taken to have been exercised by the Board.
- e. A committee may be authorised by the Board in writing, to sub-delegate all or any of the powers for the time being vested in it.
- f. Meetings of any committee of the Board will be governed by the provisions of this Constitution which deal with Board meetings so far as they are applicable and are not inconsistent with any directions of the Board. The provisions apply as if each member was a Director.

## 18. Written Resolutions

- a. The Board may pass a resolution without a Board meeting being held if a majority of the 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 and provided that each Director has received 48 hours' notice of the resolution. The resolution is passed when the last Director signs.
- b. For the purposes of clause 18(a):
  - i. 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; and
  - ii. 'signed' includes an email (or other electronic confirmation) from or on behalf of a Director to the Company Secretary expressly indicating consent to the resolution, provided it reasonably appears to the Company Secretary that the email has been sent by the Director personally or on the Director's instructions.
- c. Any document referred to in this clause 18 may be in the form of a facsimile or electronic transmission.
- d. The minutes of Board meetings must record that a decision was taken in accordance with this clause 18.
- e. This clause 18 applies to Board committees as if all members of the committee were Directors.

## 19. Validity of Acts of Directors

If it is discovered that:

- a. there was a defect in the appointment of a person as a Director, or member of a Board committee; or
- b. a person appointed to one of those positions was in an office that has become vacant,



all acts of that Director, member of a Board committee, the Board or the Board committee before the discovery was made are as valid as if the person had been duly appointed and their office had not been vacated.

## **20. Minutes and Registers**

### **20.1. MINUTES AND REGISTERS GENERALLY**

- a. Each Director agrees to provide the Company Secretary with their contact details and agrees:
  - i. to notify the Company Secretary in writing of any change in that Director's contact details within 14 days after the change; and
  - ii. that notices will be sent to the address recorded in the register of Directors.
- b. The Board must cause minutes to be made of:
  - i. the names of the Directors present at all Board meetings and meetings of Board committees;
  - ii. all proceedings and resolutions of general meetings and other meetings of Members, Board meetings and meetings of Board committees;
  - iii. all resolutions passed by the Board in accordance with clause 18;
  - iv. all appointments of staff;
  - v. all orders made by the Board and Board committees; and
  - vi. all disclosures of interests made under clause 14.
- c. Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.
- d. The Company must keep all registers required by this Constitution and the Corporations Act including the Register of Members.

### **20.2. REGISTER OF MEMBERS**

- a. The following must be entered in the Register of Members in respect of each Member:
  - i. the full name of the Member;
  - ii. the address of the Member (including electronic and facsimile contact details);
  - iii. the date of admission to and cessation of membership; and
  - iv. such other information as the Board requires.
- b. Each Member:
  - i. must notify the Company Secretary in writing of any change to that Member's name or address within 14 days after the change; and
  - ii. acknowledges that notices will be sent to the address recorded for that Member in the Register of Members.

## **21. Local Management**

- a. The Board may provide for the management and transaction of the affairs of the Company in any places and in such manner as the Board thinks fit.
- b. Without limiting clause 21(a) the Board may:
  - i. establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and



- ii. delegate to any person appointed under clause 21(b)(i) any of the powers, authorities and discretions which may be exercised by the Board under this Constitution,  
on any terms and subject to any conditions determined by the Board.
- c. The Board may at any time revoke or vary any delegation under this clause 21.

## 22. Appointment of Attorneys and Agents

- a. The Board may, from time to time (by resolution or power of attorney) appoint any person to be the attorney or agent of the Company:
  - i. for the purposes;
  - ii. with the powers, authorities and discretions (not exceeding those exercisable by the Board under this Constitution);
  - iii. for the period; and
  - iv. subject to the conditions,  
determined by the Board.
- b. An appointment by the Board of an attorney or agent of the Company may be made in favour of:
  - i. any member of any local board established under this Constitution;
  - ii. any company;
  - iii. the members, directors, nominees or managers of any company or firm; or
  - iv. any fluctuating body of persons whether nominated directly or indirectly by the Board.
- c. A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Board think fit.
- d. An attorney or agent appointed under this clause 22 may be authorised by the Board in writing to sub-delegate all or any of the powers, authorities and discretions for the time being vested in it.

## 23. Company Secretary

- a. The first Company Secretary is the person who has consented to act as Company Secretary and is set out in the Company's application for registration as a company.
- b. Subject to clause 23(a), there must be at least one company secretary of the Company appointed by the Board for a term and at remuneration and on conditions determined by the Board.
- c. The Company Secretary is entitled to attend and be heard on any matter at all Board and general meetings.
- d. The Board may, subject to the terms of the Company Secretary's employment contract, suspend, remove or dismiss the Company Secretary.

## 24. Chief Executive Officer

- a. Subject to clause 24(b), the Board may appoint a person to the position of Chief Executive Officer for the period and on the terms (including as to remuneration) as the Board sees fit.



- b. The Chief Executive Officer:
  - i. is appointed on a full-time basis; and
  - ii. can not be a Director for the period that he or she is the Chief Executive Officer.
- c. If:
  - i. the Chief Executive Officer is absent from duty or from Australia or is incapable of acting as the Chief Executive Officer; or
  - ii. the position of Chief Executive Officer is vacant,the Board may appoint another person to act temporarily as Chief Executive Officer.

## 25. Inspection of Records

- a. Except as otherwise required by the Corporations Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company (or any of them) will be open for inspection by Members.
- b. Except as otherwise required by the Corporations Act, a Member does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Board or if the Company has agreed to provide inspection rights contractually, including through a grant or funding agreement.

## 26. Notices

### 26.1. SERVICE OF NOTICES

- a. Notice may be given by the Company to any person who is entitled to notice under this Constitution:
  - i. by serving it on the person;
  - ii. by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register of Members or the address supplied by the person to the Company for sending notices to the person; or
  - iii. in a manner specified by the Board, generally or in a particular case, and whether the notice is given by electronic means or otherwise as to:
    - (A) the circumstances in which the notice may be sent;
    - (B) verification (whether by encryption code or otherwise); and
    - (C) the circumstances in which, and the time when, the notice is taken to be given.
- b. A notice sent by post is taken to be served:
  - i. by properly addressing, prepaying and posting a letter containing the notice; and
  - ii. where the notice is sent to an address within Australia, on the day after the day on which it was posted; or
  - iii. where the notice is sent to an address outside of Australia, fourteen days after the day on which it was posted.
- c. A notice sent by facsimile transmission or electronic notification is taken to be served:
  - i. by properly addressing the facsimile transmission or electronic notification and transmitting it; and
  - ii. on the day after its despatch.



- d. If a Member does not have an address recorded in the Register of Members a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.
- e. A Member whose address recorded in the Register of Members is not in Australia may specify in writing an address in Australia to be taken to be the Member's for the purposes of this clause 26.
- f. A document in writing signed by a Director, Company Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- g. Subject to the Corporations Act, the signature to a written notice given by the Company may be written or printed.
- h. All notices sent by post outside Australia must be sent by prepaid airmail post.

## **26.2. PERSONS ENTITLED OF NOTICE**

- a. Notice of every general meeting must be given to:
  - i. every Member;
  - ii. every Director; and
  - iii. the Auditor.
- b. No other person is entitled to receive notice of a general meeting.

## **27. Audit and Accounts**

- a. The Board must cause the Company to keep written financial records in relation to the business of the Company in accordance with the Corporations Act.
- b. The Board must cause the financial records of the Company to be audited in accordance with the Corporations Act.

## **28. Winding Up**

### **28.1. MEMBER CONTRIBUTION**

- a. If the Company is wound up:
  - i. each Member; and
  - ii. each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:
    - iii. payment of debts and liabilities of the Company (in relation to clause 28.1(a)(ii), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
    - iv. adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding A\$10.

### **28.2. MEMBER DISTRIBUTION**

- a. If any Surplus remains following the winding up of the Company, the Surplus will be distributed amongst the Members in proportion to their Contribution in accordance with the formula set out at clause 28.2(b).





- b. The amount of the Surplus to be distributed to each Member on winding up will be determined in accordance with the following formula:

$$\frac{\text{Member's Contribution}}{\text{(Contribution of all Members as at the Record Date)}} \times \text{Surplus}$$

- c. Any determination under clause 28.2(b) or otherwise in relation to the Surplus under this clause 28.2, will be final and binding on all Members.
- d. If the Surplus to be distributed amongst Members is not determined under clause 28.2(b) for any reason, the Board may apply to the Supreme Court of Victoria for determination.

## 29. Indemnity

- a. To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against:
- i. any liability (other than for legal costs) incurred by that person as an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment); and
  - ii. reasonable legal costs incurred in defending a Claim for a liability incurred by that person as an officer of the Company (including legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- b. The amount of any indemnity payable under clauses 29(a)(i) or 29(a)(ii) will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.
- c. An officer must:
- i. give notice to the Company promptly on becoming aware of any Claim against the officer that may give rise to a right to be indemnified under clause 29;
  - ii. take such action as the Company reasonably requests regarding the Claim, including, allowing the Company or its insurers to assume the conduct, negotiation or defence of the Claim and providing all reasonable assistance and documents to the Company to allow this to occur; and
  - iii. not make any admission of liability in respect of or settle any Claim without the prior written consent of the Company.
- d. In this clause 29, Claim means:
- i. any writ, summons, cross-claim, counterclaim, application or other originating legal or arbitral process against an officer;
  - ii. any hearing, complaint, inquiry, investigation, proceeding or application commenced or originating against an officer as that officer; or
  - iii. any written or oral demand or threat that might result in the officer reasonably believing that any such process, hearing, complaint, inquiry, investigation, proceeding or application referred to in clause 29 may be initiated.



- e. For the purposes of this clause 29, officer means:
  - i. a Director; or
  - ii. a Company Secretary.

### 30. Insurance

- a. To the extent permitted by law and subject to the restrictions in section 199B of the Corporations Act the Company may pay or agree to pay a premium for a contract insuring a person who is (or has been) an officer of the Company (including a Related Body Corporate) against any liability incurred by the person as an officer of the Company.
- b. Where, in the case of a Director, a payment is made in accordance with this clause 30, the premium is not remuneration for the purpose of clause 13.1.
- c. Despite anything in this Constitution, a Director is not precluded from voting on a contract (or proposed contract) of insurance, merely because the contract insures (or would insure) the Director against a liability incurred by the Director as an officer of the Company (or of a Related Body Corporate).

### 31. By-Laws, Rules and Regulations

- a. The Board may make, repeal or amend such by-laws, rules or regulations as it sees fit for the management and administration of the Company (including in relation to the proceedings at meetings of Members convened in accordance with this Constitution and in relation to membership fees), or the carrying out of the Company's objects, provided that such by-laws, rules or regulations are not inconsistent with this Constitution or the Corporations Act or each other.
- b. Any by-laws, rules or regulations made by the Board in accordance with clause 31(a) will be binding on Members and Directors, to the extent that they relate to them.
- c. The Company may notify Members, by publishing on the Company's website or through other electronic means, of any by-laws, rules or regulations made by the Board in accordance with clause 31(a).

### 32. Definitions and Interpretation

#### 32.1. DEFINIED TERMS

In this Constitution, except where the contrary intention is expressed, the following definitions are used:

<b>Appointed Member</b>	means an appointed member of the Board Selection Panel under clause 10.1(b).
<b>Auditor</b>	the Company's auditor.
<b>Australian Government</b>	the Commonwealth of Australia as represented by the Department of Resources, Energy and Tourism.
<b>Board Chair</b>	the person appointed under clause 16(a).
<b>Board</b>	means all or some of the Directors of the Company acting as a board of the Company.



<b>Board Selection Criteria</b>	the criteria for the nomination of Directors, notified to the Board Selection Panel by the Board from time to time.
<b>Board Selection Panel</b>	the panel appointed in accordance with clause 10 which recommends Board nominees for Members' approval.
<b>CCS</b>	carbon capture and storage.
<b>Chief Executive Officer</b>	the person appointed under clause 24.
<b>Company</b>	the Global Carbon Capture and Storage Institute Ltd.
<b>Company Secretary</b>	any person appointed by the Board to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of those joint secretaries.
<b>Constitution</b>	the constitution of the Company as amended from time to time.
<b>Contribution</b>	means: <ul style="list-style-type: none"><li>(a) any membership fees;</li><li>(b) all voluntary or cash contributions (excluding any contribution made under a fee for service arrangement); and</li><li>(c) any cash contribution paid to the Company by the Australian Government,</li></ul> actually paid by a Member to the Company during the Contribution Period, but does not include any: <ul style="list-style-type: none"><li>(d) contribution which a Member has contracted with the Company to pay, but which has not yet been actually paid to the Company;</li><li>(e) contribution paid which is repaid, or is required to be repaid, to a Member by the Company at any time, including in the period before, or upon, a winding up of the Company; or</li><li>(f) non-cash or in-kind contribution made by a Member to the Company.</li></ul>
<b>Contribution Period</b>	means the period from the date of the Company's incorporation until the Record Date.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
<b>Demonstration Project</b>	a demonstration project designed to test the viability of CCS technology.
<b>Director</b>	includes any person occupying the position of director of the Company.



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<b>Elected Member</b>	means an elected member of the Board Selection Panel under clause 10.1(a).
<b>Election Form</b>	the document on or in which a Member's vote is recorded as required by the Election Rules in relation to an election. For these purposes, document includes any article, equipment or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device, and in particular includes any electronic or telephone message or other electronic or telephone communication as provided for in the applicable Election Rules.
<b>Election Rules</b>	the rules governing an election of Board Selection Panel members determined by the Board under clause 10.5(b).
<b>in writing</b>	means a document (including an electronic document or message) that is in the form approved by the Board in its absolute discretion from time to time.
<b>Member</b>	a member under clause 3.1.
<b>Member Organisation</b>	means a Member that an Elected Member has any ongoing contractual relationship with for the purposes of clause 10.10(a).
<b>Record Date</b>	means the relevant winding up record date as determined by the Board for the purposes of clause 28.2(b).
<b>Register of Members</b>	the register of Members of the Company.
<b>Related Body Corporate</b>	has the meaning given to that term in the Corporations Act (with, to avoid doubt, body corporate to be read as including any body corporate incorporated outside Australia).
<b>Representative</b>	a person appointed as such under clause 5.
<b>Surplus</b>	means any surplus cash amount following the winding up of the Company as determined to be available for distribution in accordance with clause 28.2

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## 32.2. INTERPRETATION

In this Constitution, except where the context otherwise requires:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. another grammatical form of a defined word or expression has a corresponding meaning;
- c. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e. an expression has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations



Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision;

- f. a reference to financial year means a financial year ending on 30 June each year;
- g. a reference to time is to Australian Eastern Standard Time, Australia;
- h. a reference to A\$, \$A, dollar or \$ is to Australian currency; and
- i. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

### 33. Replaceable Rules

To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

By Resolution of the Board

Date 10 September 2013

A handwritten signature in black ink, appearing to read 'Paul Douglas', with a large circular flourish at the beginning.

Signed

Name

Paul Douglas

Chairman