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CONSTITUTION OF THE

COMMUNICATION
RESEARCH
INSTITUTE

A PUBLIC COMPANY LIMITED
BY GUARANTEE

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PREAMBLE

We are an independent, not-for-profit,
membership-based organisation.

We believe that the communication between organisations
and people should be of the highest quality:

·
communication between organisations and people
should be such that people can find the information
they want and act on it appropriately

·
an organisation's communication should be
respectful of people

·
people should find their communication with
organisations efficient, productive, socially and physically
appropriate to them.

~

OUR MISSION

to undertake practical research that can lead to the highest
quality of communication between organisations
and people

·
to help organisations achieve the highest quality
of communication with people

·
to make the results of our research widely
available for the common good.

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Our Members support our mission.

Our Fellows undertake our research, help our Member
organisations, and make the results of our research
available for the common good.

Our Board of Governors ensures the proper
governance of the Institute.

Collectively, the Institute researches, practices and
disseminates knowledge of practical communication to
enhance the quality of communication between people and
organisations, lending a quiet dignity to ordinary life.

I. PRELIMINARY

I.1 DEFINITIONS

The following words have these meanings in this Constitution unless the contrary intention appears.

'Act' means the Corporations Act 2001 as amended from time to time.

'Auditor' means the auditor for the time being of the Institute.

'Board' means the Board of Governors of the Institute acting as a board of directors in accordance with the Act.

'Chair' means the Chair of the Board of Governors of the Institute and *'Deputy Chair'* means the Deputy Chair of the Board.

'Chief Executive Officer' means a person appointed as the Director of the Institute under *clause 21.1(k)*, to perform the duties of the Director in accordance with the Constitution and the requirements of the Committee and Board of Governors.

'Clause' means a clause of the constitution.

'Committee' and *'Board of Governors'* means any Governor or Governors acting as a committee of Governors.

'Constitution' means this Constitution as originally adopted or as from time to time duly added to or amended, and a reference to a provision of this Constitution is a reference to that provision as added to or amended from time to time.

'Council' means the Chief Executive Officer and Fellows acting collectively in accordance with *clause 20*.

'Director' means the Chief Executive Officer of the Institute.

'Fellow' means a person appointed as an Institute Fellow in accordance with *clause 20.2*.

'Fellows' means all or some of the Fellows, including Junior Fellows and Fellows.

'Governor' means a governor of the Institute, and where appropriate includes an Alternate Governor, appointed in accordance with *clause 12*.

'Governors' means all or some of the Governors.

'Institute' means the 'Communication Research Institute Limited'.

'Intellectual Property' means all documents or intellectual property rights owned by the Institute, including but not limited to rights or documents in relation to any discoveries, ideas, methods, procedures, trade secrets, know-how, confidential information, copyright, trade marks, designs or patents or material derived or modified from those rights.

'Junior Fellow' means a Fellow that is still completing a trial period of service to the Institute in accordance with *clause 20.4*.

'Member' means a Member of the Institute.

'Register' means the register of Members maintained by the Institute in accordance with the Act.

'Registered Office' means the registered office for the time being of the Institute.

'Representative' means a representative appointed by a Member under section 250D of the Act.

'Secretary' means a person appointed as a secretary of the Institute, and where appropriate includes an acting secretary and a person appointed by the Governors to perform all or any of the duties of a secretary of the Institute.

'Special Resolution' means a resolution:

- (a) of which notice as set out in section 249L(c) of the Act has been given; or
- (b) a resolution that has been passed by at least 75 per cent of the votes cast by those entitled to vote on the resolution.

I.2 INTERPRETATION

In this Constitution unless the contrary intention appears:

- (a) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority, as well as an individual (a 'natural person')
- (b) the singular includes the plural and vice versa
- (c) a gender includes all genders
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings
- (e) a reference to writing includes typewriting, printing, facsimile and other modes of representing or reproducing words in a visible form, including, without limitation, other forms of electronic communication
- (f) a reference to a 'section' is a reference to a section of the Act
- (g) except so far as a contrary intention appears in this Constitution, an expression in this Constitution which relates to a particular section has the same meaning as in that section
- (h) a reference to a clause or schedule is to a clause in or a schedule to this Constitution
- (i) a reference to any legislation or to any provision of any legislation includes any amendment or re-enactment of it, or any statute, code or provision enacted in its place, whether by the State of Victoria or the Commonwealth of Australia, and includes regulations and other instruments under it.

I.3 POWERS EXERCISED AT ANY TIME

Powers conferred on the Institute, the Governors, the Board, the Council, a Governor, a Chief Executive Officer, a Fellow or a Member may be exercised at any time and from time to time.

2. NATURE OF THE INSTITUTE AND LIABILITY

2.1 NATURE OF THE COMPANY

The Institute is a public company limited by guarantee.

2.2 LIMITED LIABILITY

The liability of the Members is limited.

2.3 EXTENT OF LIABILITY

If the Institute is being wound up while he/she is a Member, or within one year after he/she ceases to be a Member, every Member of the Institute undertakes to contribute to the property of the Institute for the payment of the debts and liabilities of the Institute (contracted before ceasing to be a Member) and of the costs, charges and expenses of winding up, the amount required, not exceeding \$20 per Member.

3. PURPOSES OF THE INSTITUTE

3.1 ACTIVITIES

The activities of the Institute are to:

- (a) *improve the quality of communication for the common good*
- (b) *engage in research, publication, training, the provision of forums for discussion, and similar activities in the field of communication*
- (c) *provide communication advisory service to Members of the Institute*
- (d) *enter into arrangements with any organizations or persons with objects similar to or compatible with those of the Institute, with the purpose of fostering the development of communication research and teaching*
- (e) *do anything ancillary to or to facilitate the above.*

3.2 POWERS

The Institute has the powers necessary to carry out its purposes and perform its activities and give effect to the Constitution, including those of a natural person.

4. MEMBERSHIP

4.1 CLASSES OF MEMBERS

There are three classes of Members:

- (a) *General Members*
- (b) *Corporate Members*
- (c) *Governors.*

4.2 VARIATION OF MEMBER CLASSES

Subject to this Constitution the Governors may:

- (a) *establish any new class of Members and prescribe the qualifications, rights, restrictions and obligations of Members in that class*
- (b) *vary or abrogate the qualifications, rights, restrictions or obligations of Members in any new or existing class, with the consent in writing of 75 per cent of those Members, or with the sanction of a Special Resolution passed at a separate meeting of those Members, and the provisions of this Constitution relating to general meetings apply so far as they are capable of application and with the necessary changes to every such separate meeting.*

4.3 ADMISSION AND TRANSFER OF MEMBERS

Subject to this Constitution the Governors may:

- (a) *admit any person to membership in any class of Members*
- (b) *transfer a Member, with the Member's consent, from membership in one class to membership in another class.*

4.4 ADMISSION OF GENERAL AND CORPORATE MEMBERS

The Governors may admit any natural person as a General Member or any corporation as a Corporate Member, subject to the eligibility criteria set out in clauses 5.1 and 6.1 respectively, upon that person:

- (a) *making an application in writing in the form prescribed by the Governors*
- (b) *agreeing to be bound by this Constitution and*
- (c) *either:*
 - (1) *being proposed by one Member and seconded by another Member, both of whom know the applicant personally or*
 - (2) *being elected by a majority resolution of the Members at an annual general meeting or general meeting.*

4.5 DURATION OF MEMBERSHIP

A person admitted as a General Member or Corporate Member shall remain a Member for 1 year.

4.6 PAYMENT OF MEMBERSHIP FEE

When an applicant has been admitted as a General Member or Corporate Member:

- (a) *the Secretary must notify the applicant in writing and request payment of any membership fees as determined by the Governors from time to time*
- (b) *the applicant must pay the membership fee (if any) within 60 days after the applicant is notified by the Secretary that fees are payable (unless the Governors have granted the applicant a full or partial exemption from payment of membership fees)*

- (c) *on payment of the membership fee (if any), the applicant will immediately become a General Member or Corporate Member, as the case may be, and must be registered on the Register accordingly.*

4.7 CEASING TO BE A MEMBER

A Member ceases to be a Member automatically:

- (a) *on resignation*
- (b) *on death*
- (c) *on becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally*
- (d) *on becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health*
- (e) *if a corporation, on being dissolved or otherwise ceasing to exist*
- (f) *if he/she is excluded by special resolution of the Members.*

A Member ceases to be a Member by Notice of Termination in writing (Notice) issued to the Member in accordance with *clause 4.9* if he/she:

- (g) *fails to pay any membership fees and has not been granted a full or partial exemption from payment by the Governors*
- (h) *is found by a Governor to be in breach of the provisions of this Constitution*
- (i) *is guilty of an act or omission which is prejudicial to the interests of the Institute or unbecoming of a Member, in the opinion of a Governor.*

4.8 RESIGNATION

A Member may by notice in writing to the Institute resign membership with immediate effect or with effect from a specified date occurring not more than six months after the service of the Notice.

4.9 NOTICE OF TERMINATION

A Governor may by Notice to the Member propose to terminate the membership of any Member, within 14 days or with effect from a specified date occurring not more than 6 months after service of the notice, for any of the reasons stated in *clause 4.7(g)* to *clause 4.7(i)*.

4.10 MEMBERS MAY CHALLENGE TERMINATION

Any Member receiving a Notice under *clause 4.9* shall:

- (a) *be given at least 14 days notice (the Termination Notice Period) stating the date, time and place at which the question of termination of that Member is to be considered, and a statement outlining the reasons for proposing the termination*

- (b) *be given the opportunity of giving the Governors orally or in writing any explanation that he/she thinks necessary to oppose their termination*
- (c) *have the right, if the Governors resolve by Special Resolution to terminate the Member, to have the issue dealt with by general meeting if he or she can procure one within 2 months by the procedure outlined in clause 17.2, or if a general meeting is already scheduled within the next 2 months, at that general meeting.*

4.11 TERMINATION

If a Member receives a Notice under *clause 4.9*, and:

- (a) *the Member does not notify the Secretary on or before the end of the Termination Notice Period that the Member wishes to have the issue dealt with by the Governors; or*
- (b) *a special resolution is passed by the Governors (and the General Members if the issue is put to a general meeting) to terminate his or her membership,*

the Member ceases to be a Member on the date specified in the Notice.

4.12 REMOVAL FROM REGISTER

The name of any Member who ceases to be a Member shall be removed from the Register.

5. GENERAL MEMBERS

5.1 ROLE OF GENERAL MEMBERS

- (a) *General Members are Members of the Institute who wish to promote the objectives of the Institute.*
- (b) *The Governors may call upon the General Members as external advocates for the promotion of the objectives of the Institute, by engaging them on specific issues from time to time, in the annual general meeting or any general meeting convened.*

6. CORPORATE MEMBERS

6.1 ROLE OF CORPORATE MEMBERS

A Corporate Member shall be a corporation that is validly incorporated in the jurisdiction of its registered office, whether in Australia or elsewhere, and be a corporation that:

- (a) *has made a significant contribution to the objectives, policies or activities of the Institute; or*
- (b) *improves the quality of communication for the common good*

7. GOVERNORS

7.1 GOVERNORS ARE GENERAL MEMBERS

Every Governor upon being elected becomes a Member in the class of Governors.

7.2 NUMBER OF GOVERNORS

The number of Governors must not be less than 5 nor, until otherwise determined by the Institute in general meeting, more than 15.

7.3 NOT ELIGIBLE

Neither a body corporate nor a natural person who has not attained the age of 18 years is eligible to be appointed or elected as a Governor.

7.4 ELIGIBILITY

Subject to *clause 7.6 and 7.10*, the following persons are eligible to be appointed, re-appointed, elected or re-elected as Governors:

- (a) *a person nominated by unanimous resolution passed by all the Governors*
- (b) *a retiring Governor.*

7.5 APPLICATION TO BECOME GOVERNOR

Each applicant to become a Governor must:

- (a) *agree to be bound by this Constitution*
- (b) *be eligible to be appointed as a Governor by meeting the requirements in clause 7.4*
- (c) *be nominated by at least one Member and seconded by another Member or Governor, both of whom know the applicant personally, and*
- (d) *provide to the Secretary at least 42 days before the general meeting at which the election to appoint them will be held, a document or documents in support of his or her application.*

7.6 ELECTION OF GOVERNORS

Governors must be elected by the Members at the annual general meeting. The Governors shall be elected in the following manner:

- (a) *balloting lists shall be prepared containing the names of all eligible candidates and each General Member and Governor shall be entitled to vote for any number of such candidates, not exceeding the number of vacancies*
- (b) *if there are an insufficient number of candidates the Members may fill any remaining vacancy or vacancies from Members present at the general meeting at which the election is held, providing they meet the eligibility requirements in clause 7.4*

7.7 CASUAL VACANCIES

- (a) *The Governors may appoint, or the Institute in general meeting may elect, a person as a Governor to fill a casual vacancy, as long as the total number of Governors does not exceed the maximum fixed by clause 7.2 of the Constitution.*
- (b) *Any Governor appointed to fill a casual vacancy will hold office only until the next annual general meeting and is eligible for re-election*

7.8 GOVERNORS' POWERS WHEN LESS THAN MINIMUM

- (a) *If and for as long as the number of Governors is lower than the minimum fixed by clause 7.2 the continuing Governors may act for the purpose of filling vacancies only to the extent necessary to bring their number up to that minimum or convening a general meeting.*
- (b) *Any Governor appointed by the Governors to bring the number of Governors up to a minimum will hold office only until the next annual general meeting and is eligible for re-election.*

7.9 APPOINTMENT BY INSTITUTE WHEN ONE OR NO GOVERNORS IN OFFICE

If there is no Governor in office or only one Governor in office the Institute may appoint eligible persons to be Governors.

7.10 RESTRICTION ON REAPPOINTMENT OF GOVERNORS

- (a) *The majority of Governors must be in their first term as Governor. As such, a person must not be appointed, re-appointed, elected or re-elected as Governor if as a result there would not be a majority of Governors who were eligible for their first appointment or election under clause 7.4 of the Constitution*
- (b) *If clause 7.6(b) applies, clause 7.10(a) does not apply.*

7.11 DUTY TO INFORM THE ATO

The Institute must inform the Australian Tax Office of any change in the composition of the Governors, including the eligibility of any new Governor who has been appointed or elected.

7.12 REMUNERATION

- (a) *A Governor may not be paid any remuneration for services as a Governor, but a Governor appointed to any salaried office of the Institute may be paid remuneration in proportions approved by the Governors.*
- (b) *The Chair and/or Chief Executive Officer may be paid remuneration in proportions approved by the Governors.*
- (c) *If remuneration is to be paid in accordance with clause 7.12(a) or (b), such remuneration must not exceed in aggregate a maximum amount that is approved by the Members from time to time.*
- (d) *If the Governors propose to convene a general meeting at which they seek approval to increase the maximum aggregate amount, the notice of meeting must disclose the proposed increase.*

7.13 OTHER EXPENSES

A Governor is entitled to be reimbursed out of the funds of the Institute reasonable travelling, accommodation and other expenses which the Governor incurs when travelling to or from meetings of the Governors or a Committee or general meetings of the Institute or when otherwise engaged on the affairs of the Institute.

8. VACATION OF OFFICE AND CONFLICT OF INTEREST

8.1 VACATION OF OFFICE

The office of a Governor is automatically vacated if the Governor:

- (a) *ceases to be a Governor by virtue of, or becomes prohibited from being a Governor because of an order made under the Act*
- (b) *becomes bankrupt or insolvent or makes an arrangement or composition with creditors of the Governor's joint or separate estate generally*
- (c) *becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health*
- (d) *resigns office by notice in writing to the Institute*
- (e) *refuses to act in accordance with this Constitution*
- (e) *is absent from the meetings of the Governors for a continuous period of three months without leave of absence from the Governors, or*
- (f) *is removed from office by a resolution under section 203D of the Act.*

8.2 GOVERNOR'S INTERESTS

A Governor may not vote in respect of a contract in which the Governor has directly or indirectly a personal material interest, and if the Governor does so vote that vote may not be counted.

8.3 NO DISQUALIFICATION FROM HOLDING OFFICE

A Governor is not disqualified from serving the Institute in any other office except that of Auditor, or in any professional capacity, and is not liable to account for any remuneration in that office or capacity.

8.4 GOVERNOR'S FIRMS MAY BE ENGAGED

A firm or Institute in which the Governor is a member or director may be engaged in a professional capacity in or about the affairs of the Institute, except as Auditors, at usual professional remuneration.

8.5 CONTRACTS NOT VOIDABLE

A contract entered into by or on behalf of the Institute is not void or voidable by reason only that a Governor is in any way directly or indirectly interested in it.

8.6 INTERESTED GOVERNOR MAY ATTEST SEAL

An interested Governor may attest the affixing of the Seal to a contract or any other document.

8.7 CONTRACT INCLUDES

In *clause 8*, where the context admits, 'contract' includes an arrangement and a proposed contract or arrangement.

9. ROTATION OF GOVERNORS

9.1 ONE THIRD MUST RETIRE EVERY SECOND YEAR

At the annual general meeting in every second year, one third of the Governors in office, or if their number is not a multiple of 3 the number nearest to but not less than one third, must retire from office.

9.2 RETIREMENT EFFECTIVE FROM CLOSE OF AGM

A retiring Governor may act until the conclusion of the meeting at which the Governor retires and is eligible for re-election.

9.3 RETIREMENT OF LONGEST SERVING

The Governors to retire by rotation at every second year annual general meeting are those who have been longest in office, and the length of time a Governor has been in office is to be computed from the Governor's last appointment or election.

9.4 DECISION FOR EQUALLY SERVING GOVERNORS

As between Governors who have been in office an equal length of time, if the Governors to retire are in default of agreement between them, the Governor to retire shall be determined by drawing lots in any manner determined by the Chair.

9.5 INSTITUTE MAY FILL VACANCIES

The Institute may at a meeting at which Governors retire by rotation fill all or any of the vacant places by electing persons to them, and may fill any other vacancy.

10. POWERS OF GOVERNORS

10.1 AFFAIRS OF THE INSTITUTE VESTED IN GOVERNORS

The management of the affairs of the Institute is vested in the Governors, and they may exercise all such powers and do all such things as the Institute is authorised to exercise and do as long as those powers or things are not required by this Constitution or by the statute to be exercised or done by the Institute in general meeting, subject nevertheless to the provisions of the Act and of this Constitution.

10.2 SPECIFIC POWERS

Without limiting the generality of *clause 10.1*, the Governors may exercise all the powers of the Institute to:

- (a) *borrow money to charge any property or business of the Institute*
- (b) *issue debentures or give any other security for a debt, liability or obligation of the Institute.*

II. PROCEEDINGS OF GOVERNORS

II.1 MEETINGS

The Governors may meet for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.

II.2 QUORUM

Until otherwise determined by the Governors, half the number of Governors present in person or by proxy are a quorum. The quorum need only be present when the meeting proceeds to business.

II.3 INTERESTED GOVERNOR

An interested Governor is to be counted in a quorum notwithstanding the Governor's interest.

II.4 CONVENING MEETINGS

A Governor may, and the Secretary on the request of a Governor must, convene a meeting of the Governors.

II.5 APPOINTMENT OF PROXY

A Governor may attend and vote by proxy at a meeting of Governors if the proxy is a Governor and has been appointed by writing under the hand of the appointer or by facsimile or other form of electronic communication from the appointer. Such an appointment may be general or for any particular meeting or meetings.

II.6 CHAIR AND DEPUTY CHAIR

The Governors must meet immediately after the annual general meeting and elect a Chair and may elect a Deputy Chair and may determine the period during which each is to hold office.

II.7 REMOVAL OF CHAIR

The Chair or Deputy Chair may be removed by a resolution of the Governors for which at least 21 days' notice has been given to all the Governors.

II.8 CHAIR NOT PRESENT

The Chair is entitled to preside at meetings of the Governors, but if the Chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) *the Deputy Chair*
- (b) *a Governor chosen by a majority of the Governors present.*

II.9 HOW QUESTIONS DECIDED

Questions arising at a meeting of the Governors are to be decided by a majority of votes. In the event of an equality of votes, the Chair has a second or casting vote, except where only two Governors are present in person or by proxy and are entitled to vote on a question.

II.10 WRITTEN RESOLUTION

- (a) *Subject to the Act, a resolution in writing:*
 - (1) *sent to all entitled to receive notice of a meeting at which the resolution could be put*
 - (2) *specifying the terms of the resolution proposed*
 - (3) *containing a statement that the signatories to it are in favour of the resolution, and*
 - (4) *signed by all the Governors who are for the time being in Australia or all the members of a Committee who are for the time being in Australia*

is as valid and effectual as if it had been passed at a meeting of the Governors or Committee duly called and constituted.

- (b) *For the purposes of clause II.10(a):*
 - (1) *Two or more documents in like form each signed by one or more of the Governors are taken together to constitute one document signed by those Governors at the time at which the last of those documents was signed by a Governor*
 - (2) *a facsimile of the document is taken to be signed by the Governor no later than the time the facsimile is received in legible form by the Institute or its agent.*

II.11 TELEPHONE MEETING

For the purposes of this Constitution the contemporaneous linking together by telephone, video, electronic mail or other means of instantaneous communication ('telephone') of a number of the Governors, being at least a quorum, whether or not any one or more of them is out of Australia, is to be deemed to constitute a meeting of the Governors and all the provisions of this Constitution as to meetings of the Governors apply to such a meeting if the following conditions are met:

- (a) *all the Governors entitled to notice of a meeting of the Governors received notice of the meeting and for this purpose notice of the meeting may be given on the telephone*
- (b) *all the Governors wanting to take part in the meeting are linked by telephone for the purposes of the meeting, and*

- (c) *at the commencement of the meeting each Governor taking part acknowledges his or her presence for the purposes of the meeting to all other Governors taking part, and acknowledges that the Governor is able to hear each of the other Governors taking part.*

II.12 GOVERNOR NOT TO LEAVE THE TELEPHONE

A Governor may not leave a telephone meeting by disconnecting the telephone without the consent of the Chair of the meeting. A Governor is to be deemed to be present and form part of the quorum throughout the meeting unless the Governor has obtained the consent of the Chair of the meeting to leave the meeting.

II.13 MINUTES SUFFICIENT EVIDENCE

A minute of the proceedings at a telephone meeting is sufficient evidence of the proceedings and the observance of all necessary formalities if it is certified as a correct minute by the Chair of the meeting.

II.14 VALIDITY OF ACTS OF GOVERNORS

All acts of the Governors, a Committee or a person acting as a Governor or Committee or member of a Committee are valid, even if it is afterwards discovered that there was some defect in the appointment, election or eligibility of them or any of them or that they or any of them were ineligible or had vacated office.

12. ALTERNATE GOVERNORS

12.1 APPOINTMENT

Subject to the Act, a Governor ('appointor') may by writing under the appointor's hand or by facsimile or other form of electronic communication, appoint a person who would be eligible for appointment as a Governor under *clause 7.4* of the Constitution and who is approved by a majority of the other Governors to act as an Alternate Governor in the appointor's place whether for a stated period or periods or until the happening of a specified event or from time to time.

12.2 GENERAL

An Alternate Governor:

- (a) *may be removed or suspended from office by writing under the appointor's hand or by facsimile or other form of electronic communication from the appointor*
- (b) *subject to this Constitution is entitled to receive notice of meetings of the Governors and to attend and vote if the appointor is not present. If the Alternate Governor is also a Governor in the Alternate Governor's own right or Alternate Governor for another Governor as well, he/she is entitled to have a separate vote on behalf of the appointor in addition to the Alternate Governor's own or that other Governor's vote*
- (c) *may exercise all the powers of the appointor except the power to appoint an Alternate Governor and, subject to the Act, perform all the duties of the appointor in so far as the appointor has not exercised or performed them*

- (d) *automatically ceases to be an Alternate Governor if the appointor ceases to be a Governor*
- (e) *whilst acting as a Governor, is responsible to the Institute for the Alternate Governor's own acts and defaults and the appointor is not responsible for them*
- (f) *may not receive any remuneration from the Institute as a Governor*
- (g) *may not be taken into account separately from the appointor in determining the number of Governors or the rotation of Governors*
- (h) *if the appointor retires by rotation but is re-elected by the meeting at which the appointor retires, the appointment of the Alternate Governor continues to operate as if the appointor had not retired.*

I3. SECRETARY

13.1 TERMS OF OFFICE

A Secretary holds office on such terms and conditions, regarding remuneration and otherwise, as the Governors determine.

13.2 REMUNERATION

Where the Secretary is an employee of the Institute, the terms and conditions of appointment shall not be less than those specified by any applicable award or enterprise agreement in force from time to time.

13.3 TERMINATION

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

I4. THE BOARD OF GOVERNORS

14.1 STATUS

The Board of Governors is the governing body of the Institute.

14.2 RESPONSIBILITIES

The Board of Governors is exclusively responsible for the management and governance of the Institute.

14.3 MEMBERSHIP

The members of the Board of Governors are:

- (a) *the Governors*
- (b) *the Chair.*

14.4 MEETINGS

- (a) *the Board of Governors must meet when required*
- (b) *the quorum for meetings of the Board of Governors is a majority of Governors*
- (c) *the Chair may chair the meeting of the Board of Governors and if the Chair is not present then the Governors may elect a chair for that meeting from those persons present.*

15. COMMITTEES

15.1 DELEGATION OF POWERS TO A COMMITTEE

The Governors may delegate any of their powers to committees consisting of such Governor or Governors as they think fit and may revoke the delegation. The delegation may not be to the exclusion of or in substitution for all or any of the powers of the Governors.

15.2 CONFORM WITH REGULATIONS

A Committee in the exercise of the powers so delegated must conform to any regulations imposed by the Governors.

15.3 GOVERNED BY CONSTITUTION

Subject to *clause 15.2* of the Constitution, the meetings and proceedings of a Committee consisting of 2 or more Governors are governed by the provisions of this Constitution as to the meetings and proceedings of the Governors so far as they are applicable.

15.4 QUORUM

The number of Governors whose presence at a meeting of a Committee is necessary to constitute a quorum shall be determined by the Governors, otherwise it is 2.

16. THE EXECUTIVE

16.1 STATUS

The Executive is a sub-committee of the Board of Governors.

Decisions of the Executive have the same effect as the decisions of the Board of Governors.

16.2 POWER, DUTIES AND RESPONSIBILITIES

- (a) *The Governors must exercise their duties and powers in accordance with the Act.*
- (b) *The Executive is responsible for:*
 - (1) *the employment and remuneration of the Chief Executive Officer*
 - (2) *the preparation of an Institute business plan*
 - (3) *the preparation and approval of an annual budget*
 - (4) *making key management decisions*
 - (5) *monitoring management performances*
 - (6) *setting and reviewing budgetary control and conformance.*

16.3 MEMBERSHIP

- (a) *The members of the Executive are:*
 - (1) *the Chair, Deputy Chair, and 3 other members of the Board of Governors elected by the Board to serve on the Executive.*
 - (2) *the Chief Executive Officer as a non-voting member.*
- (b) *The Board of Governors may, by an absolute majority of exercisable votes, displace the 5 elected members of the Executive.*
- (c) *Each member of the Executive shall be appointed, and remain whilst a member of the Executive, a Governor of the Institute and therefore a director in accordance with the Act.*

16.4 MEETINGS

- (a) *The Executive must meet at least 4 times a year.*
- (b) *The Chief Executive Officer is responsible for giving notice of meetings of the Executive.*
- (c)
 - (1) *If the Chief Executive Officer receives a request signed by 2 voting members of the executive stating the business proposed for the meeting, the general secretary must give notice of a meeting of the Executive to be held within one week of receiving the requisition.*
 - (2) *If the Chief Executive Officer does not give notice of the meeting, any of the members signing the request may do so.*
- (d) *The quorum for meetings of the Executive is 3 members.*

I7. GENERAL MEETINGS

17.1 ANNUAL GENERAL MEETING

Subject to the Act, an annual general meeting of Members shall be held in each year at such time and place or by such lawful means of communication as the Board of Governors may determine.

17.2 POWER TO CONVENE GENERAL MEETING

Under section 249F of the Act, a general meeting of Members may be called by Members with at least 5 per cent of the votes that may be cast at a general meeting of the Institute.

17.3 GOVERNORS' RIGHT TO CONVENE

The Governors may whenever they think fit convene a general meeting.

17.4 NOTICE OF GENERAL MEETING

- (a) *Subject to the provisions of the Act as to short notice, not less than 42 days' notice of a general meeting, or in the case of a general meeting convened to consider a special resolution not less than 42 days' notice, must be given in writing to each Member entitled to vote, and to the Auditor.*
- (b) *No other person is entitled to receive notice of general meetings.*

17.5 NOTICE SPECIFICATIONS

A notice convening a meeting of the Institute or of any class of Members must specify the place, day and hour of the meeting, and in the case of special business the general nature of the special business to be dealt with at the meeting, and there must appear in the Notice with reasonable prominence a statement that:

- (a) *a Member entitled to attend and vote is entitled to appoint a proxy via telephone hook-up or online*
- (b) *a proxy need not be a Member.*

17.6 AUDITOR'S RIGHT TO ATTEND GENERAL MEETINGS

The Auditor or an agent authorised by the Auditor in writing for the purpose is entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which a Member is entitled to receive. The Auditor is entitled to be heard at any general meeting on any part of the business of the meeting which concerns the Auditor in that capacity, and is entitled to be heard even if the Auditor retires at that meeting or a resolution to remove the Auditor from office is passed at that meeting.

17.7 CANCELLATION OR POSTPONEMENT OF GENERAL MEETING

When a general meeting (including an annual general meeting but excluding a meeting convened on a requisition or by requisitions in accordance with the Act) is convened by the Governors, they may, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.

17.8 NOTICE OF CANCELLATION OR POSTPONEMENT

Written notice of cancellation or postponement of a general meeting must be given to all persons entitled to receive notices of general meetings from the Institute at least 14 days before the date for which the meeting is convened and must specify the reason for cancellation or postponement.

18. PROCEEDINGS AT GENERAL MEETINGS

18.1 BUSINESS OF ANNUAL GENERAL MEETINGS

The business of an annual general meeting is to:

- (a) *confirm the minutes of the previous annual general meeting and of any general meeting held since the last general meeting*
- (b) *receive and consider the profit and loss account, the balance sheet and the reports of the Governors and the Auditor*
- (c) *elect Governors in place of those retiring in accordance with the Constitution*
- (d) *appoint an Auditor (if an auditor is required), except in the case of a continuing auditor, and to fix the remuneration of the Auditor, and*

- (e) *transact any other business which under this Constitution ought to be transacted at an annual general meeting or is specified in the notice convening the meeting or which the Chair permits to be brought before the meeting.*

18.2 SPECIAL BUSINESS

All business that is transacted at an annual general meeting, other than that referred to in *clause 18.1*, and all business transacted at any other general meeting, is special business.

18.3 QUORUM

Three Governors present in person or by proxy or attorney via telephone hook-up or online and 5 General Members present in person or by proxy or attorney are a quorum at a general meeting.

18.4 BUSINESS NOT TO BE TRANSACTED IN THE ABSENCE OF QUORUM

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting it is to be deemed present throughout the meeting unless otherwise declared by the Chair of the meeting or by a Governor or proxy or attorney of a Governor who is present.

18.5 MEETING DISSOLVED IF NO QUORUM

Subject to *clause 18.13*, if a meeting of Members does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting, then:

- (a) *where a meeting is convened on the request of General Members, the meeting is dissolved*
- (b) *in any other case:*
 - (1) *the meeting is adjourned to a day and time and place as the Governors decide, and in absence of a decision, to the same day of the next week at the same time and place, and*
 - (2) *if at the adjourned meeting a quorum is not present within 30 minutes after the time for the meeting, the meeting is dissolved.*

18.6 CHAIR

The Chair is entitled to preside at general meetings, but if the Chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) *the Deputy Chair*
- (b) *a Governor chosen by a majority of the Governors present*
- (c) *the only Governor present*
- (d) *a Member, proxy, attorney or Representative chosen by a majority of the Members, proxies, attorneys and Representatives present.*

18.7 CHAIR'S ADDITIONAL VOTE ON DEADLOCK

If there is an equality of votes, the Chair of the meeting has, either by a show of hands or by a poll, a casting vote in addition to any votes to which the Chair is entitled as a Member.

18.8 HOW QUESTIONS ARE DECIDED

Every question submitted to a meeting is to be decided by a show of hands, unless before or on the declaration of the result of the show of hands a poll is demanded by:

- (a) *the Chair of the meeting*
- (b) *not fewer than 2 Members present in person or by proxy or attorney and having the right to vote at the meeting*
- (c) *a Member or Members so present representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting and the demand for the poll is not withdrawn.*

18.9 DECLARATION BY CHAIR CONCLUSIVE EVIDENCE UNLESS POLL DEMANDED

Unless a poll is so demanded and the demand is not withdrawn, a declaration by the Chair of the meeting that the motion has been carried (unanimously or without dissent or by a particular majority) or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of that resolution. It is not necessary to prove the number or proportion of votes cast for or against the motion.

18.10 POLL TO BE TAKEN IMMEDIATELY

If a poll is so demanded and the demand is not withdrawn, it must be taken in such manner and at such time and place, at once or after an interval or adjournment or otherwise as the Chair of the meeting then or subsequently determines, and the result of the poll is to be deemed the resolution of the meeting at which the poll was demanded.

18.11 RESTRICTIONS ON DEMANDING POLLS

A poll may not be demanded on the election of a Chair of a meeting, and a poll demanded on a question of adjournment is to be taken at the meeting and without adjournment.

18.12 BUSINESS MAY CONTINUE

A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

18.13 ADJOURNMENT

The Chair of a meeting may with the consent of the meeting adjourn the meeting from time to time and place to place, but the only business that may be transacted at an adjournment meeting is the business left unfinished at the meeting from which the adjournment took place.

18.14 NOTICE OF ADJOURNMENT

If a meeting is adjourned for more than 14 days, notice of the adjournment must be given in accordance with *clause 17.4* of the Constitution.

19. VOTES OF MEMBERS

19.1 VOTING RIGHTS

Subject to this Constitution:

- (a) *at a general meeting each person being a General Member or Governor may attend and vote in person or by proxy, attorney or Representative*
- (b) *a Member is not entitled to vote unless all fees presently payable by the Member in respect of membership have been paid*
- (c) *on a show of hands and on a poll, every General Member or Governor present in person or by proxy, attorney or Representative, has one vote on a resolution*
- (d) *a Corporate Member is entitled to 5 votes.*

19.2 OBJECTIONS TO QUALIFICATION TO VOTE

- (a) *An objection to the qualification of a person to vote may be raised only at the meeting or adjourned meeting at which the vote objected to is made.*
- (b) *Any objection must be referred to the Chair of the meeting, whose decision regarding the validity of the vote is final.*

19.3 RIGHT TO APPOINT PROXY

A Member (“the Principal”) entitled to attend and vote at a meeting of the Institute or of any class of Members is entitled to appoint another person (whether a Member or not) as proxy to attend and vote in the Member’s place at the meeting. A proxy has the same right as the Member to speak at the meeting.

19.4 INSTRUMENT OF PROXY

An instrument appointing a proxy must be in writing under the hand of the appointer or of the appointer’s attorney, duly authorised in writing or, if the appointer is a body corporate, under its common or official seal or the hand of its attorney so authorised. If and to the extent that the Governors permit, such instrument may be in respect of more than one meeting.

19.5 FORM OF INSTRUMENT OF PROXY

An instrument appointing a proxy must be in a form acceptable to the Governors generally or in a particular case.

19.6 RIGHT TO APPOINT ATTORNEY

A Member (“the Principal”) may appoint an attorney to act on the Member’s behalf at all or any meetings of the Institute or of any class of Members by power of attorney duly executed in the presence of at least one witness.

19.7 RECEIPT OF PROXY AND OTHER INSTRUMENTS

To be effective, an instrument appointing a proxy and any power of attorney under which it is executed or a copy (verified by statutory declaration as a true copy) of the power of attorney under *clause 19.6* of the Constitution, in either case together with any evidence of execution and non-revocation of the power of attorney which the Governors require, must be received by the Institute at the Registered Office or at any other place which is specified for that purpose in the notice of convening the meeting, not less than 48 hours before the time appointed for the meeting or adjourned or postponed meeting or poll which the appointee proposes to attend or on which the appointee proposes to vote.

19.8 VALIDITY OF VOTE IN CERTAIN CIRCUMSTANCES

A vote cast by a proxy, attorney or Representative is valid despite the prior revocation of that person's authority:

- (a) *expressly by the Member, or*
- (b) *by death or unsoundness of mind of the Principal or otherwise*

unless:

- (c) *notice in writing of the revocation has been received at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned or postponed meeting or poll which the appointee proposes to attend or on which the appointee proposes to vote; or*
- (d) *the principal actually attends and votes at the meeting on which the resolution held by the proxy is proposed to be used.*

20. FELLOWS

20.1 DEFINITION

An individual will be eligible for appointment as a Fellow, if they meet the following criteria:

- (a) *has made a significant contribution to the field of communication practice or research*
- (b) *shares the Institute's commitment to improving the quality of communication for the common good*
- (c) *creates and enhance the Institute's Intellectual Property*
- (d) *brings projects and funding to the Institute*
- (e) *participates in Institute activities*

20.2 APPOINTMENT OF FELLOWS

- (a) *Every Fellow shall be appointed by the Board of Governors and the Council jointly.*
- (b) *Representatives from the Board and the Council shall meet twice a year or more regularly if necessary, to:*
 - (1) *consider applications for Fellows*
 - (2) *consider extending invitations to Junior Fellows to become Life Fellows.*

20.3 APPLICATION TO BECOME FELLOW

Each applicant to become a Fellow must agree to be bound by the Fellowship Agreement.

20.4 JUNIOR FELLOW

- (a) *Subject to clause 20.4(d), each Fellow shall be a Junior Fellow until they have completed a trial period of service to the Institute ("the Trial Period") for a duration agreed by the Board of Governors and the Council acting jointly.*
- (b) *The Board of Governors and the Council acting jointly may, in their absolute discretion, extend the Trial Period for a Fellow where it considers it reasonable and necessary to do so, and upon written notice to the Fellow.*
- (c) *Upon completion of the Trial Period by a Fellow the Board and the Council shall meet to determine whether to extend an invitation to the Junior Fellow to take up life fellowship with the Institute and become a Life Fellow.*
- (d) *In circumstances where an individual who is eligible for appointment as a Fellow has distinguished him or herself for academic excellence or lifetime achievements, the Board of Governors and the Council may, in its absolute discretion, waive the requirement for that person to complete a Trial Period and permit them to become a Life Fellow immediately upon appointment.*

20.5 TENURE

- (a) *A Junior Fellow shall be eligible to become a Life Fellow upon completion of the Trial Period.*
- (b) *A Junior Fellow shall become a Life Fellow upon acceptance of a invitation of tenure from the Board and the Council jointly.*
- (c) *Subject to clauses 20.6 and 20.7 a Fellow shall remain a Fellow for life or until the Fellow resigns or is asked by the Board to resign, whichever is the earlier.*
- (d) *Upon becoming a Life Fellow, each Fellow shall have the right to use the Institute's Intellectual Property in accordance with the policies of the Institute and the goodwill of the Institute.*

20.6 CEASING TO BE A FELLOW

A Fellow ceases to be a Fellow automatically on:

- (a) *resignation*
- (b) *death*
- (c) *becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally*
- (d) *becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health*

or by Notice of Termination in writing (Notice) issued to the Fellow if he/she:

- (e) *is found by the Board or the Council to be in breach of the provisions of this Constitution, or*
- (f) *is found by the Board or the Council to be in breach of the Fellowship Agreement, or*
- (g) *is guilty of an act or omission which is prejudicial to the interests of the Institute or unbecoming of a Fellow, in the opinion of the Board or the Council.*

20.7 RESIGNATION

A Fellow may by notice in writing to the Institute resign with immediate effect or with effect from a specified date occurring not more than 6 months after the service of the notice.

20.8 NOTICE OF TERMINATION

The Board or the Council may by Notice to a Fellow propose to terminate the appointment of any Fellow, within 14 days or with effect from a specified date occurring not more than 6 months after service of the notice, for any of the reasons stated in *clause 20.6 (e) to (g)*.

20.9 REMUNERATION

- (a) *The Institute may engage a Fellow or a professional associate of a Fellow to perform services for the Institute in accordance with the Institute's purposes.*
- (b) *The Board may at its sole discretion determine the remuneration of any Fellow or professional associate engaged by the Institute.*
- (c) *If a Fellow is to be remunerated by the Institute pursuant to clause 20.9(b), the Fellow before commencing any engagement with the Institute must execute an agreement that includes, without limitation, provision for the following:*
 - (1) *the purpose of the engagement*
 - (2) *the duration of the engagement*
 - (3) *the amount and terms of the remuneration payable to the Fellow or associate*
 - (4) *the ownership of any Intellectual Property arising as a consequence of the engagement.*

21. THE COUNCIL

21.1 RESPONSIBILITIES

The Council is responsible for:

- (a) *co-ordinating research, publication, training, discussion forums and similar activities in the field of communication, and providing communication advisory service to Members of the Institute*
- (b) *seeking projects and funding for Institute activities.*
- (c) *making Institute policy*
- (d) *developing a Code of Conduct for research, publication, training, discussion forums, and similar activities in the field of communication*

- (e) *co-operating with, affiliating or joining other organisations in order to carry out the Institute's purposes*
- (f) *creating and enhancing the Institute's Intellectual Property*
- (g) *maintaining the Intellectual Property of the Institute*
- (h) *co-ordinating and facilitating the use of the Intellectual Property of the Institute*
- (i) *developing a code of practice for the use of the Institute's Intellectual Property, to ensure its use for the common good*
- (j) *meeting with the Board of Governors to jointly consider the appointment of Junior Fellows and Fellows to the Institute*
- (k) *meeting with the Board of Governors to jointly consider the appointment of the Chief Executive Officer.*

21.2 NO RESPONSIBILITY FOR GOVERNANCE OR MANAGEMENT

The Council shall not be responsible for the governance or management of the Institute.

21.3 MEMBERSHIP

The members of the Council are:

- (a) *the Fellows* (b) *the Chief Executive Officer.*

21.4 MEETINGS

- (a) *The Council must meet when required.*
- (b) *The quorum for meetings of the Council is at least half of the Fellows at any time.*

22. DISPUTE RESOLUTION

22.1 MEDIATION

If the Governors cannot agree upon a matter, act or thing in accordance with this Constitution ('Dispute') then:

- (a) *one of them may by notice ('Notice') in writing to the other Governors require them to agree upon a mediator ('the Mediator') to assist in achieving a resolution of the Dispute and any terms or conditions applicable to the performance of it, within 7 days of the Notice being sent*
- (b) *if they cannot agree on the Mediator, any one of them may request the President of the Law Institute of Victoria (or its successor body) to appoint the Mediator*
- (c) *the Mediator shall determine the terms and conditions for resolution of the Dispute and those terms shall be final and binding upon the Governors*
- (d) *the Mediator in making determination must act as an expert and not an arbitrator.*

22.2 ARBITRATION

If for any reason the Mediator does not or it is determined that the Mediator cannot lawfully comply with clause 22.1(c) then:

- (a) *the Governors agree that the Dispute will be resolved by an arbitrator under the Commercial Arbitration Act 1984 (Vic)*
- (b) *the Governors shall select an arbitrator ("the Arbitrator") jointly within 5 days of the failed mediation and if they cannot agree on the Arbitrator, any one of them may request the President of the Law Institute of Victoria (or its successor body) to appoint the Arbitrator*
- (c) *the Dispute must be set down for arbitration within 14 days of the arbitrator being selected*
- (d) *the Arbitrator's decision is final and binding.*

22.3 COSTS

All costs of arbitration or mediation (but excluding costs of legal representation of any of the Governors) are to be borne by or recouped from the Institute.

23. COMPLAINTS

The Governors shall ensure that the Chief Executive Officer establishes a mechanism to properly and effectively deal with complaints made by Members, the public and any employees of the Institute.

24. AUTHENTICATION OF DOCUMENTS

24.1 INSTITUTE SEALS

The Institute may have a common seal and/or an official seal for use, which is a duplicate of the common seal with the addition on its face of the name of every state or country where it may be used.

24.2 SAFE CUSTODY

The Governors must provide for the safe custody of all seals in any manner which they think fit.

24.3 USE OF COMMON SEAL

The common seal may be affixed to a document only by the authority of the Governors previously given or a Committee of Governors authorised by the Governors in that regard.

24.4 WITNESSING EXECUTION WITH SEAL

The Institute executes a document with its common seal if the fixing of the seal is witnessed by:

- (a) *2 Governors of the Institute*
- (b) *a Governor and a Secretary (or another person appointed by the Governors to countersign that document or class of documents).*

and if the common seal is affixed to a document, the document must

also be signed by the above witnesses.

24.5 EXECUTION OF DOCUMENTS WITHOUT COMMON SEAL

The Institute may execute any agreement, deed or other document without a seal if the agreement, deed or other document is signed by:

- (a) 2 *Governors of the Institute*
- (b) *a Governor and a Secretary (or another person appointed by the Governors to countersign that document or class of documents).*

24.6 EXECUTION GENERAL

A Governor may sign any document as Governor, with or without the seal, even if the document relates to a contract, arrangement, dealing or other transaction in which he or she is interested and his or her signature is effective in regard to compliance with the requirements of this Constitution as to execution despite his or her interest.

Clauses 24.4 and 24.5 of this Constitution do not limit the ways in which the Governors may authorise documents to be executed on behalf of the Institute.

24.7 NEGOTIABLE INSTRUMENTS

Cheques, bills of exchange, promissory notes and other negotiable instruments may be signed, accepted, drawn, made or endorsed on behalf of the Institute in such manner and by such persons (whether or not Governors or officers of the Institute) as the Governors determine but not otherwise.

25. INSPECTION OF BOOKS

Subject to the Act, the Constitution and any resolution of the Institute in general meeting, the Governors may determine whether and to what extent and at what times and places under what conditions and regulations the books and documents of the Institute or any of them will be open to inspection by the Members and other persons.

26. SERVICE OF DOCUMENTS

26.1 DELIVERY

A notice or other document may be delivered or served by the Institute either personally or by sending it:

- (a) *in the case of a Member who does not have a registered address in Australia, by airmail post*
- (b) *in any other case, by ordinary post*
- (c) *by facsimile transmission*
- (d) *by electronic mail (email)*

and is at the risk of the addressee as soon as it is given or posted.

26.2 MEMBERS OUTSIDE AUSTRALIA

A Member whose registered address is not in Australia may specify in writing an address in Australia to be deemed the Member's registered

address within the meaning of clause 26.

26.3 RECEIVED

A document sent by post is to be deemed received or served on the day next following that on which it was posted and in proving delivery or service it is sufficient to prove that the envelope or wrapper containing the document was properly addressed and stamped and was posted. A document sent by facsimile transmission or by email is deemed to be received when transmitted to the addressee.

26.4 EVIDENCE OF POSTAGE

A certificate in writing signed by a Governor, Secretary or other officer of the Institute that a document or its envelope or wrapper was properly addressed and stamped and was posted is conclusive evidence of those facts.

26.5 GENERAL

Subject to the Act:

- (a) *if a given number of days' notice or notice extending over any other period is required to be given, then:*
 - (1) *the day on which the notice is to be deemed served, and*
 - (2) *in the case of a notice convening a meeting, the day on which the meeting is to be held*

are to be excluded in calculating the number of days or other period
- (b) *if this Constitution requires or permits a notice to be given by the Institute, the Governors, a Governor or the Secretary, neither accidental omission to give the notice nor non-receipt of the notice invalidates the meeting, resolution, procedure or matter to which the notice relates*
- (c) *the signature to a written notice need not be handwritten.*

27. INDEMNITY

Every officer, Auditor or agent of the Institute is indemnified out of the property of the Institute against any liabilities incurred by that person as an officer, Auditor or agent in defending any proceedings, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or in connection with any application in relation to any such proceedings in which relief is granted under the Act of any jurisdiction to that person by the Court.

28. NON-PROFIT

28.1 NO DISTRIBUTION OF PROFITS TO MEMBERS

The income and assets of the Institute shall be applied solely towards the purposes of the Institute as set out in *clause 2* hereof and no portion of them shall be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.

28.2 EXPENDITURE RELATING TO MEMBERS

Nothing in *clause 28.1* prevents any payment in good faith by the Institute of:

- (a) *reasonable and proper remuneration to any Member as bona fide compensation for services rendered or goods supplied in the ordinary and usual course of business of the Institute*
- (b) *the payment or reimbursement of expenses reasonably incurred by a Member on behalf of the Institute*
- (c) *moneys to any Member being a solicitor, accountant or other person engaged in any profession, for the provision of professional services by that Member's firm or employer, where the provision of the service has the prior approval of the Board of Governors, and the amount payable is not more than an amount which would be commercially reasonable for payment of those services*
- (d) *interest on any money borrowed from any Member at a rate not exceeding commercial market rates of interest for money lent by a financial institution.*

29. GIFT FUND

29.1 GOVERNORS TO ESTABLISH GIFT FUND

The Governors are required to establish and maintain a 'gift fund' called the Communication Research Trust for the purposes of receiving and managing funds which are donated to the Institute for the charitable purposes of the Institute as described in *clause 2*.

29.2 RULES OF THE GIFT FUND

- (a) *The public is invited to make gifts of money or property to the gift fund for the charitable purposes of the Institute.*
- (b) *Money from donations, income derived from donated property, and money from the realisation of that property is to be deposited into the gift fund.*
- (c) *A separate bank account is to be opened to deposit money donated to the gift fund, separately from other funds of the Institute.*
- (d) *Receipts are to be issued in the name of the gift fund and proper accounting records and procedures are to be kept and used for the gift fund.*
- (e) *The gift fund will be operated on a non-profit basis.*
- (f) *The Governors will administer the gift fund.*
- (g) *Any allocation of funds or property to other organisations will be made in accordance with the objectives and aims of the Institute and must not be influenced by the preference of the donor.*

29.3 GIFT FUND TO COMPLY WITH TAX LEGISLATION

The 'gift fund' referred to in *clause 29.1* must be established and maintained in a manner which enables the Institute to comply with the requirements for continuing endorsement of the Institute as a 'deductible gift recipient' under Australian Tax legislation.

30. WINDING -UP

30.1 SURPLUS

If upon the winding-up or dissolution of the Institute any property remains ('Surplus'), after satisfaction of all its debts and liabilities, it shall not be paid to or distributed among the Members.

30.2 DISTRIBUTION OF SURPLUS

When the Institute is wound up, any Surplus shall be given or transferred to some other institution or institutions selected by the Members at or before the time of the dissolution, which:

- (a) *engages in similar activities to the activities specified in clause 2 of this Constitution, and*
- (b) *has a Constitution prohibiting the distribution of its or their income and property among its or their members; and*
- (c) *the objects of which are the promotion of charity and gifts to which are allowable deductions under Australian Taxation Legislation.*

In default of selection of an institution or institutions by the Members, the Members shall apply to the Supreme Court of Victoria for determination.

31. AMENDMENT OF CONSTITUTION

31.1 VARIATION BY GENERAL MEETING

This Constitution may be altered, rescinded or repealed and a new constitution made by the Institute in a general meeting in the manner prescribed in the Act.

31.2 NON VARIATION

Despite anything to the contrary in *clause 31.1* or the Act, *clauses 28 to 30* of this Constitution cannot be revoked or varied in any way by the Members, except upon application to the Supreme Court of a state or territory.

AGREEMENT BY MEMBERS

The following people have agreed to the terms of this Constitution as it applies to the Institute.

I/We, the undersigned, agree to the terms of this Constitution.

Signature of Member

Signature of Member