

Constitution

Australasian Centre for Italian Studies Ltd

A Public Company Limited by Guarantee

©2024 Sharrock Pitman Legal Pty Ltd asserts copyright in respect to this legal document. No part may be reproduced by any process or for any purpose without prior written permission whereby Sharrock Pitman Legal Pty Ltd has expressly transferred or released its copyright and in respect to which a specific fee has been paid to Sharrock Pitman Legal Pty Ltd for such transfer or release (which fee is additional to the legal costs paid or payable by the client to Sharrock Pitman Legal Pty Ltd for its legal work in producing this document).

This document must not be altered in any manner or used for any purpose other than the specific purpose for which it has been produced, unless with the prior written permission of Sharrock Pitman Legal Pty Ltd. Should there be any unauthorised alteration or use of this document, then such happens at the risk of the client or at the risk of the person doing so.

Table of Contents

1.	Preamble	5
2.	Name of Corporation	5
3.	Status of the Constitution and replaceable rules	5
4.	Interpretation	5
4.1.	Definitions	5
4.2.	Interpretation.....	6
4.3.	Operation of Corporations Act	7
4.4.	Signing.....	7
5.	Objects and purpose	7
5.1.	Objects and purpose	7
5.2.	Limitation of Powers	8
5.3.	Non profit	8
5.4.	Payment in good faith.....	8
5.5.	Conduit Policy.....	8
6.	Amendment of this Constitution	8
6.1.	Amendment by Special Resolution	8
6.2.	Date of effect of amendment	8
6.3.	Notification to the ACNC.....	8
7.	Member's Liability.....	8
7.1.	Liability to contribute	8
7.2.	Limited liability	9
8.	Membership.....	9
8.1.	Founding Members.....	9
8.2.	Admission as a Member	9
8.3.	Becoming a Member	9
8.4.	Eligibility for Membership.....	9
8.5.	Application for Membership	9
8.6.	Consideration for application for Membership	9
8.7.	Membership fees	9
8.8.	Registration as a Member	9
9.	Rights of Members are non-transferable.....	10
10.	Cessation of Membership	10
10.1.	Cessation of Membership.....	10
10.2.	Resignation of Member	10
10.3.	Termination of membership	10
11.	Maintenance of Register	10
11.1.	Register of Members	10
11.2.	Inspection of Register of Members.....	11
12.	General Meetings	11
12.1.	Annual general meetings.....	11
12.2.	Business at annual general meeting	11
12.3.	Director convening a general meeting.....	11
12.4.	Meetings requested by Members	11
12.5.	Notice of general meeting.....	11
12.6.	Shorter notice of general meeting	11
12.7.	Notice of resumption of an adjourned meeting.....	12
12.8.	Use of technology	12
12.9.	Postponement or cancellation of general meeting	12

12.10.	Notice of change, postponement or cancellation of meeting	12
12.11.	Omission to give notice relating to general meeting.....	12
13.	Proceedings at general meetings	12
13.1.	Quorum.....	12
13.2.	Lack of Quorum	12
13.3.	Chairing general meetings.....	13
13.4.	Conduct of general meetings.....	13
13.5.	Adjournment	13
14.	Voting	14
14.1.	Entitlement to vote	14
14.2.	No Casting vote	14
14.3.	Voting on resolution	14
14.4.	Objection to right to vote	14
14.5.	Written resolutions	14
14.6.	Minutes	14
14.7.	Disputes to be resolved by the chair	15
15.	Poll.....	15
15.1.	Chair may determine to take a poll.....	15
15.2.	Right to demand a poll.....	15
15.3.	Procedure for demanding a poll	15
16.	Appointment and removal of Directors	15
16.1.	Number of Directors	15
16.2.	Qualifications of Directors.....	16
16.3.	Nomination and Election of Directors	16
16.4.	Terms and retirement of Directors.....	16
16.5.	Reappointment of Directors	16
16.6.	Casual vacancy or additional Director	17
16.7.	Vacation of office of Director	17
17.	Powers and duties of Board	17
18.	ACNC governance standards	17
19.	Delegation.....	17
20.	Director Roles	18
20.1.	Chair	18
20.2.	Deputy Chair.....	18
20.3.	Secretary	18
20.4.	Treasurer	18
20.5.	Ordinary Directors	18
21.	Project Manager	18
22.	Committees	18
22.1.	Delegation to committees	19
22.2.	Meetings of committees.....	19
22.3.	Chairperson of a committee	19
22.4.	Determination of questions.....	19
23.	Negotiable instruments	19
24.	Remuneration and reimbursement for expenses	19
24.1.	Remuneration of Director	19
24.2.	Reimbursement of expenses.....	19
25.	Board meetings.....	19
25.1.	Convening meetings.....	19

25.2.	Notice of meetings	19
25.3.	Omission to give notice	20
25.4.	Use of technology	20
25.5.	Quorum at meetings	20
25.6.	Chair of meetings	20
25.7.	Passing resolutions at meetings	20
25.8.	No Casting vote	20
25.9.	Conduct of meetings	20
25.10.	Written resolutions	20
25.11.	Minutes of meetings	21
26.	Director's conflict of interests	21
26.1.	Declaration of interest	21
26.2.	Voting by interested Directors	21
27.	Removal and remuneration of Auditor	21
27.1.	Appointment of Auditor	21
(a)	Where required by law, the Company shall appoint an Auditor.	21
27.2.	Remuneration of Auditor	21
27.3.	Removal of Auditor	21
27.4.	Auditor's attendance at general meetings	22
28.	Execution of documents	22
29.	Financial records	22
29.1.	Member's access to financial records	22
29.2.	Directors' access to financial records	22
29.3.	Access to financial records after ceasing to be a Director	22
30.	Notices	22
30.1.	General	22
30.2.	How to give a communication	22
30.3.	Communications by post	23
30.4.	Communications by email	23
30.5.	After hours communication	23
31.	Indemnity and insurance	23
31.1.	Indemnity	23
31.2.	Documenting indemnity	23
31.3.	Insurance	23
32.	Winding up and revocation	24
32.1.	Winding up of the Company	24
33.	Dispute resolution	24
33.1.	Handling a dispute	24

1. Preamble

- (a) The Australasian Centre for Italian Studies was established in 2000 following a philanthropic donation by the Cassamarca Foundation, based in Treviso, Italy, with the purpose of preserving and promoting Italian studies in Australia.
- (b) The Australasian Centre for Italian Studies is financially supported by the Australasian Centre for Italian Studies Foundation. The Foundation was established with funding from the Cassamarca Foundation and is administered by the University of Western Australia pursuant to the terms of a Deed of Trust between the Cassamarca Foundation and the University.
- (c) Since its founding, the Australasian Centre for Italian Studies has extended its partnerships to universities in New Zealand.
- (d) The Australasian Centre for Italian Studies is administered by the Australasian Centre for Italian Studies Committee.
- (e) The Australasian Centre for Italian Studies Committee have now resolved to incorporate the Australasian Centre for Italian Studies as a Company limited by guarantee under the Corporations Act to enable it to carry out its purpose within a viable and recognised legal framework.

2. Name of Corporation

The name of the Company is Australasian Centre for Italian Studies Ltd.

3. Status of the Constitution and replaceable rules

This is the Constitution of the Company. The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

4. Interpretation

4.1. Definitions

In this Constitution unless the contrary intention appears:

Academic Representative means a professional academic in the field of Italian Studies, who is based in an Australian or New Zealand university.

Auditor means the person appointed for the time being as the auditor of the Company (where applicable).

ABN means Australian Business Number.

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and includes any regulations made under the ACNC Act and any rulings or requirements of the Commissioner made under the ACNC Act having application to the Company.

ASIC means the Australian Securities and Investments Commission.

Board means the Directors present at a meeting, duly convened as a Board meeting, at which a quorum is present.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Melbourne, Victoria, Australia.

Chair means, except where the context requires otherwise, the Director of the Company that is appointed for the time being as, or to perform the functions of, Chair of the Board of the Company.

Company means Australasian Centre for Italian Studies **Ltd (ACN)**.

Constitution means this constitution as amended from time to time.

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

Deputy Chair means the Director of the Company that is appointed for the time being as, or to perform the functions of, the Deputy Chair of the Board of the Company.

Director means a person who is a director for the time being of the Company and **Directors** means the Directors acting collectively.

Early Career Representative means an academic in the field of Italian Studies, who is based in an Australian or New Zealand university, and who is a PhD candidate, postdoctoral fellow or other early career academic.

Founding Members means the members of the Australasian Centre for Italian Studies Committee who consent to become members of the Company upon the incorporation of the Company.

Member means the Founding Members and any other person who is, or who is registered as, a member of the Company.

Members means more than one Member.

Membership means being a Member of the Company.

Objects means the objects of the Company set out in clause 5.1.

Project Manager means the Project Manager appointed by the Board in accordance with clause 21.

Property means any real, personal, tangible, intangible, moveable or immovable property of any kind where ever situated including money and choses in action.

Register of Members means the register of Members maintained pursuant to the Corporations Act.

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.

Rule means a rule, by-law or policy made by the Directors in accordance with Clause 17(d).

Secretary means the Director of the Company that is appointed for the time being as, or to perform the functions of, secretary of the Company.

Special Resolution means a resolution of which notice has been provided in accordance with the Corporations Act and which is passed by at least 75% of the votes cast by members present and entitled to vote on the resolution at a general meeting.

Treasurer means the Director of the Company that is appointed for the time being as, or to perform the functions of, treasurer of the Company.

4.2. Interpretation

In this Constitution:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation,

any subordinate legislation, regulations and instruments made under it, and that legislation and subordinate legislation, regulations and instruments, as amended, re-enacted or replaced from time to time, and includes any successor legislation;

- (c) headings are used for convenience only and are not intended to affect the interpretation of this Constitution;
- (d) a reference to a meeting includes a meeting by digital or other technology where all attendees have reasonable opportunity to participate;
- (e) a reference to a person being present in person includes an individual participating in a meeting as described in clause 4.2(d);
- (f) a reference to a person being present includes an individual participating in a meeting in person or through an attorney; and
- (g) a word or expression defined in the Corporations Act and used, but not defined, in this Constitution has the same meaning given to it in the Corporations Act when used in this Constitution.

4.3. Operation of Corporations Act

While the Company is a registered charity under the ACNC Act the provisions of the Corporations Act in Part 2G.2 and Part 2G.3¹ apply as if section 111L(1) of the Corporations Act was not enacted and if one of those provisions includes a reference to lodging documents with or notifying ASIC that requirement does not apply to the Company.

4.4. Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

5. Objects and purpose

5.1. Objects and purpose

The Object and principal purpose of the Company is to be a charity (with the charitable sub-types advancing culture and advancing education) by pursuing the following charitable objects:

- (a) promote high level teaching, research and engagement at tertiary level in the field of Italian Studies in Australia and New Zealand ;
- (b) support research activities, especially of postgraduate and early career researchers talks, discussions and seminars and promoting the teaching of the Italian language and Italian studies;
- (c) funding scholarships, lectureships and similar academic roles within Italian Studies;
- (d) convene a biennial academic conference open to its members and to the public;
- (e) providing scholarships, bursaries, prizes, awards, research and travelling fellowships;
- (f) publishing or facilitating the publication of studies and other information in relation to Italian studies;
- (g) to act as trustee and to perform and discharge the duties and functions incidental to acting as a trustee where this is incidental or conducive to the attainment of these Objects; and

¹ Part 2G.2 and 2G.3 are provisions in relation to meetings of members and keeping minutes
austra22_031265_026.docx

- (h) to do such things as are incidental or ancillary to the attainment of these Objects.

5.2. Limitation of Powers

The Company is prohibited from making distributions to Members and paying fees (or other remuneration) to the Directors. The Directors must approve all other payments the Company makes to Directors.

5.3. Non profit

The assets and income of the Company must be applied solely in furtherance of the Objects, and no portion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members, directors or any trustees of the Company.

5.4. Payment in good faith

Clause 5.3 does not prevent payment, directly or indirectly, in good faith to a Member:

- (a) of reasonable remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause 5.4(c) by the Company in a general meeting;
- (d) of reasonable rent for premises let by a Member; or
- (e) in furtherance of the Object.

5.5. Conduit Policy

Any allocation of funds or property to other persons or organisations must be made in accordance with the Objects of the Company and must not be influenced by the preference of the donor.

6. Amendment of this Constitution

6.1. Amendment by Special Resolution

This Constitution may be modified or repealed only by a Special Resolution of the Company in a general meeting.

6.2. Date of effect of amendment

Any modification or repeal of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.

6.3. Notification to the ACNC

The Company will notify ASIC or, if a registered charity, the ACNC (as applicable) of any modification or repeal of this Constitution within the time specified in the ACNC Act or the Corporations Act.

7. Member's Liability

7.1. Liability to contribute

Each Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

- (a) payment of debts and liabilities of the Company;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) any adjustment of the rights of the contributories among Members.

7.2. Limited liability

The amount that each Member or past Member is liable to contribute under clause 7.1 is not to exceed \$1.00.

8. Membership

8.1. Founding Members

The Founding Members are the founding Members of the Company.

8.2. Admission as a Member

The Directors may admit any person as a Member if the person is eligible under clause 8.4 and makes an application to the Directors in accordance with clause 8.5.

8.3. Becoming a Member

Subject to the Corporations Act, a person becomes a Member on the registration of that person's name in the Register of Members.

8.4. Eligibility for Membership

To be eligible to be a Member, a person must:

- (a) consent in writing to become a Member; and
- (b) agree to be bound by this Constitution.

8.5. Application for Membership

- (a) Only a person satisfying the eligibility requirements for Membership may apply for Membership.
- (b) The Board may prescribe the process, information and supporting documents required for an applicant to apply for Membership and the form in which the application for Membership is to be made.
- (c) An application for Membership must:
 - i. be in writing signed by the applicant;
 - ii. if the Board has prescribed the form of the application for Membership, be in that prescribed form;
 - iii. if the Board has prescribed information and supporting documents to be included as part of an application, include the information and supporting documents, and
 - iv. be accompanied by the membership fee, if any, determined by the Directors.

8.6. Consideration for application for Membership

At the first meeting of the Board after an application for Membership has been received by the Board, the Board must consider the application and in their discretion either accept, accept subject to conditions, defer the decision to a subsequent meeting of the Board or reject the application. The Board is not required to give reasons for refusing an application for membership.

8.7. Membership fees

The Members must pay such membership fees as prescribed from time to time by the Directors.

8.8. Registration as a Member

If the Board accepts an application for Membership, as soon as practicable, the Secretary must notify the applicant of the decision of the Directors and must register the name of the person in the Register of Members and record any conditions

imposed on that person's Membership.

9. Rights of Members are non-transferable

The rights and obligations of a Member are personal and are not transferable.

10. Cessation of Membership

10.1. Cessation of Membership

A Member ceases to be a Member:

- (a) if the Member resigns as a Member in accordance with this Constitution;
- (b) if the Member is expelled as a Member in accordance with this Constitution;
- (c) if the person dies
- (d) on failing to pay any fee that may be prescribed by the Directors from time to time within 12 months after the fee was due and payable;
- (e) if the person is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Member;
- (f) if the person's whereabouts are unknown for more than six months and the Board resolves that the person should cease to be a Member; or
- (g) if the person becomes a bankrupt or becomes insolvent, unless the Directors resolve for that Member to remain a Member of the Company.

10.2. Resignation of Member

A Member may resign from the Company by giving the Board written notice of their resignation.

10.3. Termination of membership

- (a) Subject to this Constitution, the Directors may at any time terminate the membership of a Member if the Member:
 - i. refuses or neglects to comply with this Constitution or any applicable Rules made by the Directors;
 - ii. engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company, or
 - iii. fails to pay any debt due to the Company within a period of 3 months after the date for payment (such debt not including a fee referred to in clause 10.1(d)).
- (b) For a decision of the Directors under clause 10.3(a) to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond.
- (c) If a dispute arises regarding the termination of a Member's membership under this clause 10.3, the dispute resolution procedure contained in clause 33 must be followed.

11. Maintenance of Register

11.1. Register of Members

The Secretary must maintain a Register of Members setting out:

- (a) the name and address of each Member;
- (b) the date on which each person became a Member;
- (c) any conditions imposed on a Member's Membership; and

- (d) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member.

11.2. Inspection of Register of Members

The Company must provide access to the Register of Members in accordance with the Corporations Act.

12. General Meetings

12.1. Annual general meetings

The Company must hold an annual general meeting:

- (a) within 18 months of incorporation; and
- (b) after the first annual general meeting, in each calendar year.

The Board shall convene the annual general meeting.

12.2. Business at annual general meeting

The business of an annual general meeting may include any of the following, even if not referred to in the notice of meeting:

- (a) the consideration of the annual financial report, directors' report and auditor's report;
- (b) the election of the directors;
- (c) the appointment of the auditor; and
- (d) determination of auditor's remuneration.

12.3. Director convening a general meeting

Any Director or the Directors may convene a general meeting.

12.4. Meetings requested by Members

- (a) If the Board receives a request from a Member or Members with at least 5 percent of the votes that may be cast at any general meeting the Board must convene a general meeting within 21 days after the date of receipt of that request.
- (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, signatures of the Members may be contained in more than one document.
- (c) A general meeting requested by the Members must be held no later than two calendar months after the request is received.

12.5. Notice of general meeting

At least 21 days' notice of a general meeting must be given to the Members, Directors and Auditor. The notice must:

- (a) state the date, time and place (or places) of the meeting;
- (b) state the general nature of the business to be conducted at the meeting; and
- (c) state any proposed special resolutions.

12.6. Shorter notice of general meeting

Subject to the Corporations Act, shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (a) in the case of an annual general meeting, by all Members entitled to attend and vote at the meeting; and
- (b) in the case of any other general meeting, by 95% of the Members entitled to

attend and vote at the general meeting agree before the meeting, and accordingly, any such general meeting will be treated as having been duly convened.

12.7. Notice of resumption of an adjourned meeting

If a general meeting is adjourned for 30 days or more, at least 30 days' notice must be given to the Members, Directors and Auditor of the day, time and place (or places) for the resumption of the adjourned general meeting.

12.8. Use of technology

A general meeting may be held in one place or two or more places. If a general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at that general meeting.

12.9. Postponement or cancellation of general meeting

- (a) Subject to this Constitution and the Corporations Act, the Board may change the place (or places) of a general meeting, or postpone or cancel a general meeting.
- (b) If a general meeting is convened pursuant to a request by Members, the Board may not postpone or cancel the general meeting without the consent of the requesting Members.

12.10. Notice of change, postponement or cancellation of meeting

- (a) If the Directors have convened a general meeting, the Board may change the place (or places) of the general meeting, postpone or cancel the general meeting. If a Director has convened a general meeting, only the Director who convened the general meeting may change the place (or places) of the general meeting, or postpone or cancel the general meeting.
- (b) If the Board changes the place (or places) of a general meeting, notice must be given to each Member and each person entitled to receive notice of the meeting of the new place (or places) of the meeting.
- (c) If the Board postpones a general meeting, notice must be given to each Member and each other person entitled to receive notice of the new date, time and place (or places) of the meeting.
- (d) If the Board cancels a general meeting, notice must be given to each Member and each other person entitled to receive notice of general meetings.

12.11. Omission to give notice relating to general meeting

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place (or places) of that general meeting;
- (c) postponement of that general meeting, including the date, time and place (or places) for the resumption of the adjourned meeting; or
- (d) resumption of that adjourned general meeting.

13. Proceedings at general meetings

13.1. Quorum

- (a) A quorum at a general meeting is where a majority, or 10 Members, whichever is the lesser number, are present at the general meeting (whether in person or online).

13.2. Lack of Quorum

- (a) If a quorum is not present within 30 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) or ceases to be present at any time during the general meeting, the general meeting:
 - (i) if convened by a Director or on the request of Members, is dissolved; or
 - (ii) in any other case:
 - (A) is adjourned to be resumed on a day, time and place (or places) as the chair determines or if the chair is not present as the Directors or Director at the meeting may determine; or
 - (B) if the Directors do not so determine, no Director is present or no Director present so determines:
 - (1) the date for the resumption of the adjourned general meeting will be on the same day in the next week;
 - (2) the time for the resumption of the adjourned general meeting will be at the same time as the adjourned meeting; and
 - (3) the place (or places) for the resumption of the adjourned general meeting will be at the same place (or places) as the adjourned meeting.
- (b) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting or ceases to be present during the meeting, the general meeting is dissolved.

13.3. Chairing general meetings

- (a) The chair of a general meeting will be Chair of the Board, or in the absence of the Chair, the Deputy Chair, and in the absence of both the Chair and Deputy Chair, such other Director appointed by the Board or the Directors present at the general meeting to chair the meeting.
- (b) If no Director is elected or if all the Directors present decline to take the chair for the whole or any part of that general meeting, the Members present may elect a Member present (in person) to chair for the whole or any part of that general meeting. If the Members do not so elect a chair, the meeting will be adjourned to be resumed on the same day, at the same time and at the same place (or places) in the following week.
- (c) Notwithstanding the preceding provisions of this clause 13.3, the members present at a general meeting may resolve to elect a Member present (in person) to chair the meeting.

13.4. Conduct of general meetings

The chair of each general meeting has charge of conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

13.5. Adjournment

- (a) The chair of a general meeting may adjourn the meeting to another date, time and place (or places) if it appears to the chair that it is likely to be impracticable to hold or to continue to hold the meeting because of the number of Members who wish to attend but who are not present.
- (b) If a majority of Members present at a general meeting in person determine that the meeting should be adjourned, the chair must adjourn the meeting to another date, time and place (or places) determined by the chair.
- (c) No business may be transacted on the resumption of an adjourned or postponed general meeting other than the business referred to in the notice convening the adjourned or postponed general meeting.

14. Voting

14.1. Entitlement to vote

Each Member entitled to vote at a general meeting may vote in person through their Representative. Each Member has one vote, whether on a show of hands, or on a poll.

14.2. No Casting vote

If there is an equality of votes, either on a show of hands or on a poll, then the chairperson of the meeting is not entitled to a casting vote in addition to any votes to which the chairperson is entitled as a Member or attorney or Representative, and consequently the resolution fails.

14.3. Voting on resolution

At any general meeting, a resolution put to a vote must be determined by a show of hands unless a poll is demanded in accordance with this Constitution. A resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

14.4. Objection to right to vote

- (a) A challenge to a right to vote at a general meeting:
 - (i) may only be made at that general meeting; and
 - (ii) must be determined by the chair.
- (b) A determination made by the chair in relation to a challenge to a right to vote is binding on all Members and is final.

14.5. Written resolutions

Members may pass a resolution without a general meeting being held if all the Members 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. For this purpose, signatures of the Members may be contained in more than one document and a signature includes an electronic signature.

14.6. Minutes

- (a) Unless a poll is demanded in accordance with this Constitution, a declaration by the chair that a resolution has, on a show of hands, been:
 - (i) carried;
 - (ii) carried unanimously;
 - (iii) carried by a particular majority; or
 - (iv) lost or not carried by a particular majority,is conclusive evidence of the fact declared. An entry to that effect made in the minutes book of the Company signed by the chair is evidence of that fact unless the contrary is proved.
- (b) Within three months after each general meeting, the Directors must record or cause to be recorded in the minutes book:
 - (i) the proceedings and resolutions of each general meeting;
 - (ii) any declarations at each general meeting; and
 - (iii) all resolutions passed by Members without a general meeting.
- (c) The chair, or the chair of the next meeting, must sign the minutes within one

month after the general meeting.

- (d) The minute books must be kept at the registered office.
- (e) Members may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

14.7. Disputes to be resolved by the chair

The chair will determine any dispute in relation to any vote, and the determination of the chair is binding on all Members and is final.

15. Poll

15.1. Chair may determine to take a poll

The chair of a general meeting may determine that a poll be taken on any resolution.

15.2. Right to demand a poll

A poll may be demanded on any resolution at a general meeting other than the election of a chair or the question of an adjournment by:

- (a) at least five Members entitled to vote on the resolution; or
- (b) Members with at least five percent of the votes that may be cast on the resolution on a poll.

15.3. Procedure for demanding a poll

- (a) A poll may be demanded:
 - (i) before a vote on a show of hands is taken;
 - (ii) before the result of a vote on a show of hands is declared; or
 - (iii) immediately after the result of a vote on a show of hands is declared.
- (b) If a poll is demanded on the election of a chair or on the question of an adjournment, it must be taken immediately. If a poll is demanded on any other matter, it may be taken in the manner and at the time and place (or places) as the chair directs.
- (c) Other than where a poll is demanded on the election of a chair or the question of an adjournment, a demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.
- (d) Other than where a poll is demanded on the election of a chair or the question of an adjournment, a demand for a poll does not prevent the general meeting continuing for the transaction of any business.

16. Appointment and removal of Directors

16.1. Number of Directors

- (a) The Company must have between 5 and 10 Directors as the Members determine at a general meeting.
- (b) In appointing the Directors, the Members shall use their reasonable endeavours to ensure that the following criteria are met:
 - i. At least four (4) Directors shall be Academic Representatives;
 - ii. Where there are six (6) or more Directors, at least one (1) Director shall be an Early Career Representative; and
 - iii. At least one (1) Director shall ordinarily reside in New Zealand.
- (c) In appointing the Directors set out in clause 16.1(b)(i), the Members shall use their best endeavours to ensure that the Directors represent:
 - i. The different states and territories of Australia;

- ii. New Zealand; and
- iii. Diversity in:
 - a) Seniority;
 - b) Skills ;
 - c) The representation of various disciplines in Italian Studies; and
 - d) Genders.

16.2. Qualifications of Directors

- (a) To be eligible for the office of Director a person must consent in writing to act as a Director.
- (b) In the event that it is required under a law, regulation or guideline applicable to the Company, the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public.

16.3. Nomination and Election of Directors

- (a) The Board may establish a policy from time to time to govern:
 - i. The process by which the Members may nominate a person as a Director for election under clause 16.1(b) in advance of a general meeting; and
 - ii. The process by which the members vote on the election of Directors.
- (b) The Members at a general meeting may by resolution dispense with a requirement of any policy established by the Board under clause 16.3(a).
 Note: for example, this allows the Members, at their discretion, to elect a Director or Directors notwithstanding that the procedural requirements of the Board's policy have not been satisfied.

16.4. Terms and retirement of Directors

- (a) At each Annual General Meeting:
 - i. Each Director appointed to fill a casual vacancy under clause 16.6 must retire; and
 - ii. At least half of the remaining directors must retire.
- (b) The Director(s) that must retire under clause 16.4(a)(ii) will be the Director(s) who have held office for the longest period since last being elected. Where multiple Directors were elected at the same general meeting, the Director(s) that shall retire shall be as agreed by the Directors involved or otherwise by lot.
- (c) Any Director who has held office for 2 years or more since last being elected must retire from office.
- (d) Subject to clauses 16.2 and 16.6, a retiring Director is eligible for reappointment.
- (e) A retiring Director holds office until the conclusion of the meeting at which that Director retires.
- (f) The Members may by ordinary resolution remove any Director before the expiration of that Director's period of office.

16.5. Reappointment of Directors

Directors are entitled to seek reappointment as Directors provided that as a result of the reappointment the Director's period of continuous service to the Company will not

exceed a period of four (4) years unless the Members, by ordinary resolution in a general meeting, elect to waive this requirement for a particular Director.

16.6. Casual vacancy or additional Director

- (a) The Directors may at any time appoint any person meeting the requirements of clause 16.2 to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number in clause 16.1 or otherwise fixed by the Members.
- (b) A Director appointed under clause 16.6(a) holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for appointment at that meeting.

16.7. Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, a person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at a general meeting;
- (b) ceases to be eligible under clause 16.2;
- (c) resigns as a Director by notice in writing to the Company;
- (d) if the person is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Director;
- (e) dies;
- (f) is disqualified from acting as a Director under the Corporations Act;
- (g) is absent from 3 consecutive Board meetings without leave of absence from the Board.

17. Powers and duties of Board

- (a) Subject to this Constitution and the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the Board.
- (b) Subject to this Constitution and the Corporations Act, the Board may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting.
- (c) The powers of the Board include the power to:
 - (i) borrow or otherwise raise money;
 - (ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future); and
 - (iii) issue debentures and other securities, and any instrument (including any bond).
- (d) Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on the Members for the management and conduct of the business of the Company.

18. ACNC governance standards

The Company and each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the ACNC Act and such other obligations as apply under the ACNC Act and the Corporations Act from time to time.

19. Delegation

- (a) The Board may delegate any of its powers to:

- (i) a Director or Directors;
 - (ii) the Project Manager in accordance with clause 21;
 - (iii) a committee in accordance with clause 22.1;
 - (iv) an employee of the Company; or
 - (v) any other person.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
 - (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
 - (d) The Directors may continue to exercise any power they have delegated.

20. Director Roles

20.1. Chair

- (a) The Board shall appoint a Chair from among its members.
- (b) Any Chair appointed may be removed at any time by the Board.

20.2. Deputy Chair

- (a) The Board shall appoint a Deputy Chair from among its members.
- (b) Any Deputy Chair appointed may be removed at any time by the Board.

20.3. Secretary

- (a) The Company must have a Secretary.
- (b) The Board shall appoint the Secretary from among its members.
- (c) Any Secretary appointed may be removed at any time by the Board.
- (d) The Secretary shall have the responsibilities of a secretary under the Corporations Act, in addition to their obligations as a Director.

20.4. Treasurer

- (a) The Company shall have a Treasurer.
- (b) The Board shall appoint the Treasurer from among its members.
- (c) Any Treasurer appointed may be removed at any time by the Board.

20.5. Ordinary Directors

- (a) Directors who do not hold the position of Chair, Deputy Chair, Secretary or Treasurer shall be known as Ordinary Directors.

21. Project Manager

- (a) The Directors may appoint a Project Manager on such terms and conditions as they consider appropriate.
- (b) Directors may delegate any of their powers to the Project Manager:
 - i. on the terms and subject to any restrictions they decide; and
 - ii. so as to be concurrent with the powers of the Board
 and may revoke the delegation at any time.
- (c) The Project Manager shall have the right to attend Board meetings, but shall not hold the office of a Director and shall not be entitled to vote.

22. Committees

22.1. Delegation to committees

- (a) The Directors may delegate any of their powers, to a committee which may consist of one or more Directors and such other persons as they think fit.
- (b) A committee to which any powers have been delegated under clause 20.1(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

22.2. Meetings of committees

A committee may meet and adjourn as it thinks proper.

22.3. Chairperson of a committee

The members of a committee may elect one of their number as chairperson of their meetings. If a meeting of a committee is held and:

- (a) a chairperson has not been elected; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chairperson of the meeting.

22.4. Determination of questions

- (a) Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairperson of the meeting does not have a casting vote.

23. Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board may determine.

24. Remuneration and reimbursement for expenses

24.1. Remuneration of Director

The Company must not pay and a Director is not entitled to receive any fee (or other remuneration) from the Company for services performed as a Director.

24.2. Reimbursement of expenses

Directors are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with attendance at meetings of the Board and committees of the Board, if approved by the Board.

25. Board meetings

25.1. Convening meetings

- (a) In the ordinary course, the Secretary will convene Board meetings in accordance with the determinations of the Board.
- (b) A Director may at any time convene a Board meeting by notice to the other Directors.

25.2. Notice of meetings

- (a) Reasonable notice of each Board meeting must be given to the Directors entitled to receive notice (if any).
- (b) Each notice must state:
 - (i) the date, time and place (or places) of the Board meeting;

- (ii) the general nature of the business to be conducted at the Board meeting; and
- (iii) any proposed resolutions.

25.3. Omission to give notice

No resolution passed at or proceedings at any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that Board meeting;
- (b) any change of place (or places) of that Board meeting;
- (c) postponement of that Board meeting; or
- (d) resumption of that adjourned Board meeting.

25.4. Use of technology

A Board meeting may be held in one, two or more places using such technology as determined by the Board and set out in the notice. The Board must use technology that gives Directors a reasonable opportunity to participate at that Board meeting. The clauses relating to meetings of Directors apply to each such meetings in the usual manner.

25.5. Quorum at meetings

- (a) A quorum at a Board meeting is a majority of Directors holding office or 3, whichever is the greater.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below 3 Directors, the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a general meeting.

25.6. Chair of meetings

- (a) The Chair, or in the absence of the Chair, the Deputy Chair, shall chair Board Meetings.
- (b) If the Chair or Deputy Chair is not present within 15 minutes after the time appointed for a Board meeting or if the Chair and Deputy Chair are unwilling or unable to act as chair for the whole or any part of that Board meeting, then the Directors present must elect one of their number to be a chairperson of the meeting.

25.7. Passing resolutions at meetings

- (a) A resolution of the Board must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution.
- (b) Each Director present in person is entitled to vote and has one vote.

25.8. No Casting vote

If on any resolution an equal number of votes is cast for and against a resolution, the chair does not have a casting vote in addition to any vote cast by the chair as a Director and subsequently the resolution is lost.

25.9. Conduct of meetings

The chair of each Board meeting has charge of conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

25.10. Written resolutions

The Board may pass a resolution without a Board meeting being held if all 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. For this purpose, signatures can be contained in more than one document, with each document to be identical to each other document and a signature can be an electronic signature.

25.11. Minutes of meetings

- (a) Within 3 months after each Board meeting, the Directors must record or cause to be recorded in the minute books:
 - (i) the proceedings and resolutions of each Board meeting; and
 - (ii) all resolutions passed without a Board meeting.
- (b) The chair, or the chair of the next Board meeting, must sign the minutes within three months after the meeting.
- (c) The minute books must be kept at the registered office.
- (d) The Directors may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

26. Director's conflict of interests

26.1. Declaration of interest

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:
 - (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of the Company.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

26.2. Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) vote on the matter at a meeting; or
- (b) be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.

27. Removal and remuneration of Auditor

27.1. Appointment of Auditor

- (a) Where required by law, the Company shall appoint an Auditor.

27.2. Remuneration of Auditor

The remuneration of the Auditor may be determined by the Company at a general meeting. If the remuneration is not determined at a general meeting, it may be determined by the Directors at a Board meeting.

27.3. Removal of Auditor

- (a) The Company may remove an Auditor by resolution at a general meeting.

- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove an Auditor at a general meeting.
- (c) If notice of an intention to move a resolution to remove the Auditor at a general meeting is received by the Company, the Auditor must be given a copy of the notice as soon as practicable.
- (d) The notice of an intention must also inform the Auditor that the Auditor:
 - (i) may submit written representations to the Company within seven days after receiving the notice and that the Auditor may request the Company to send a copy of the written representations to the Members before the resolution is put to a vote; and
 - (ii) may speak at the general meeting or request that the written representations be read at the general meeting at which the resolution is voted upon.

27.4. Auditor's attendance at general meetings

The Auditor must be notified of, and may attend, any general meeting. The Auditor is entitled to be heard at any general meeting it attends on any part of the business of the general meeting which concerns the Auditor.

28. Execution of documents

Documents executed for and on behalf of the Company must be executed by:

- (a) Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

29. Financial records

29.1. Member's access to financial records

A Member or any other person may only inspect financial or any other records of the Company where such inspection is authorised by the Board, or required by law or by order of a court with jurisdiction.

29.2. Directors' access to financial records

Any Director may at any time access and inspect any financial and any other record of the Company.

29.3. Access to financial records after ceasing to be a Director

The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record and any other record of the Company relating to the time during which the person was a Director.

30. Notices

30.1. General

Any notice, statement or other communication under this Constitution must be in writing, except that any notice convening a Board meeting does not need to be in writing.

30.2. How to give a communication

In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:

- (a) personally delivered;

- (b) left at the person's current address as recorded in the Register of Members;
- (c) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the person's current email address for notices.

30.3. Communications by post

A communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting;
- (b) outside Australia or to an address outside Australia, ten Business Days after posting.

30.4. Communications by email

A communication is taken to be given if sent by email immediately on sending the email unless the sender receives a delivery failure notification indicating that the email has not been delivered to the information system of the recipient.

30.5. After hours communication

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

31. Indemnity and insurance

31.1. Indemnity

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may indemnify each officer of the Company in respect of any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer in or arising out of the conduct of any activity of the Company or the proper performance of any duty of that officer.
- (b) The indemnity in clause 31.1(a):
 - (i) is enforceable without the officer first having to make a payment or incur an expense;
 - (ii) is enforceable by the officer notwithstanding that the officer has ceased to be an officer of the Company; and
 - (iii) applies to any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer, whether incurred before or after the date of this Constitution.

31.2. Documenting indemnity

The Company may enter into an agreement containing an indemnity in favour of any officer. The Board will determine the terms of the indemnity contained in the agreement.

31.3. Insurance

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance between an insurer and an officer or any person who has been an officer of the Company in respect of the liability suffered or

incurred in or arising out of the conduct of any activity of the Company and the proper performance by the officer of any duty.

- (b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

32. Winding up and revocation

32.1. Winding up of the Company

- (a) In the case of the winding-up of the Company, any surplus assets that remain after the satisfaction of all debts and liabilities must be transferred to another organisation with charitable purposes similar to the Company which is not carried on for the profit or gain of its individual members.
- (b) The organisation will be determined by a special resolution of the Members at or before the time of dissolution.
- (c) In deciding which organisation to distribute surplus assets to, the Members will first consider the University of Western Australia, if the University of Western Australia or a subsidiary of the University of Western Australia, if the University of Western Australia or a subsidiary of the University of Western Australia is an organisation which has the charitable purpose of advancing Italian Studies, similar to that of the Company, and which is eligible to receive a distribution of surplus assets under this clause.

33. Dispute resolution

33.1. Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of this Constitution or otherwise (**Dispute**), then either party must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) the Member and the Company must in the period of 14 days from the service of the notice of the Dispute (Initial Period) use their best endeavours to resolve the Dispute;
- (b) if the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company;
- (c) if the disputants are unable to agree on a mediator within 7 days of the expiration of the Initial Period, the Member or the Company may request the chairperson of Resolution Institute to nominate a mediator to whom the Dispute will be referred;
- (d) the costs of the mediation must be shared equally between the Member and the Company; and
- (e) where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 33.1(b);
 - (ii) the mediation has not occurred within 6 weeks of the date of the notice of the Dispute; or
 - (iii) the mediation fails to resolve the Dispute;

then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.

The procedure in clause 33.1 will not apply in respect of proceedings for urgent or interlocutory relief.

