

Associations Incorporation Act 1991

An Incorporated Association



Australian Citizen Science Association

AUSTRALIAN CITIZEN SCIENCE ASSOCIATION INCORPORATED

CONSTITUTION

2016



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**CONSTITUTION
of
Australian Citizen Science Association Incorporated**

DATE: 2016

OPERATIVE CLAUSES:

1. PRELIMINARY

1.1 Interpretation

In this document, unless the context otherwise requires

- (a) **"Affiliate Member"** means a person or entity who has been granted membership by the Management Committee as an "Affiliate Member" pursuant to clause 3.6;
- (b) **"Annual General Meeting"** means the annual general meeting of the Association held in accordance with clause 6;
- (c) **"Association"** means Australian Citizen Science Association Incorporated;
- (d) **"Associations Incorporation Act"** means the *Associations Incorporation Act 1991* (ACT);
- (e) **"Auditor"** means the person or persons appointed as auditor or auditors of the Association pursuant to clause 20.4;
- (f) **"Business Day"** means a day on which trading banks are open for ordinary business in the Australian Capital Territory;
- (g) **"Chair"** means the Committee Member of the Association appointed as Chair for the time being;
- (h) **"Committee Member"** means the members of the Management Committee of the Association for the time being;
- (i) **"Corporate Member"** means an entity who has been granted membership by the Management Committee as a "Corporate Member" pursuant to clause 3.4;
- (j) **"Financial Year"** means a year commencing on 1 July in any year and ending on 30 June in the following year;
- (k) **"General Meeting"** means a general meeting of the Association convened by the Management Committee or the Members (including an Annual General Meeting) in accordance with clause 7;
- (l) **"Honorary Life Member"** means a person or entity who has been granted membership by the Management Committee as an "Honorary Life Member" pursuant to clause 3.5;
- (m) **"Host Organisation"** means the host organisation of the Association for the time being;
- (n) **"Management Committee"** means the committee of Committee Members of the Association for the time being;

- (o) **"Member"** means a person or entity for the time being registered under the provisions of this Constitution as a member of the Association, including but not limited to, Ordinary Members, Student Members, Corporate Members, Honorary Life Members and Affiliate Members;
- (p) **"Objectives"** means the Objectives of the Association pursuant to clause 2.1;
- (q) **"Ordinary Member"** means a person or entity who has been granted membership by the Management Committee as an "Ordinary Member" pursuant to clause 3.2;
- (r) **"Register"** means the register of Members of the Association;
- (s) **"Secretary"** means a secretary of the Association for the time being pursuant to clause 15;
- (t) **"Student Member"** means a person or entity who has been granted membership by the Management Committee as a "Student Member" pursuant to clause 3.3;
- (u) **"Subscription"** means the annual fee paid by Members of such an amount as the Management Committee may determine from time to time in accordance with clause 4.1, for Members to obtain membership and to renew their membership of the Association;
- (v) **"Technology"** includes all information and communications devices for audio, visual, audio-visual or electronic communication including, but not limited to, radio, telephone, facsimile, closed circuit television, data storage devices, internet communication via an automated or user operated system, electronic mail, automated election processes, direct recording electronic voting systems, or any other electronic means available;
- (w) **"Treasurer"** means a treasurer of the Association for the time being pursuant to clause 16;
- (x) **"Vice Chair"** means the Committee Member of the Association appointed as Vice Chair for the time being; and
- (y) **"Year"** means the calendar year unless designated as the Financial Year.

1.2 Words or expressions contained in this Constitution will be interpreted in accordance with the provisions of the Associations Incorporation Act as in force at the date when such interpretation is required.

1.3 In this Constitution, unless a contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) any headings inserted in this Constitution are included for convenience and shall not affect its construction;
- (d) the word "includes" in any form is not a word of limitation;
- (e) the word "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust; and
- (f) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

1.4 **Name of Association**

The name of the incorporated association is “Australian Citizen Science Association Incorporated”.

1.5 **Not for Personal Profit**

The income and property of the Association must be applied solely towards the promotion of the Objectives and no portion of it is to be paid or transferred directly or indirectly by way of profit to Members. This does not prevent the payment in good faith:

- (a) for goods supplied in the ordinary course of business;
- (b) of interest at a reasonable and proper rate on money borrowed from any Member; or
- (c) of reasonable and proper rent for premises leased or licensed by any Member to the Association.

2. **OBJECTIVES**

2.1 **Objectives of the Association**

The objectives of the Association are:

- (a) to encourage and promote broad and meaningful participation of society in citizen science so people become partners in creating science and increasing science literacy;
- (b) to facilitate inclusive and collaborative relationships and networks with members and key community, science, education, government and business partners, nationally and internationally, to deliver against common goals;
- (c) to support the development of tools, methods, infrastructure and resources to strengthen the practice, use and study of citizen science;
- (d) to support and promote citizen science as an effective and innovative approach in undertaking and delivering research and supporting science outcomes, including education and policy outcomes;
- (e) to establish the Association as a well-functioning and financially sustainable hub and network for discussion, coordination, initiatives and advocacy for members and to promote and deliver the goals of the Association.

2.2 **Powers of the Association**

Subject to the Associations Incorporation Act, the Association has the powers set out in that Act but only to do all things that are necessary, convenient or incidental to carry out the objectives set out in clause 2.1.

2.3 **Amendment**

The objects of the Association may be altered or amended by a special resolution passed in accordance with the Associations Incorporation Act.

3. **MEMBERSHIP**

3.1 **Membership**

The membership of the Association shall consist of five classes of members:

- (a) Ordinary Member;
- (b) Student Member;

- (c) Corporate Member;
- (d) Honorary Life Member; and
- (e) Affiliate Member.

The rights and privilege of every Member will be personal to each Member and are not transferable except in the case of proxy votes as provided for in this Constitution and at law.

3.2 **Member Eligibility (Ordinary Member)**

Any individual will be eligible to be an Ordinary Member of the Association if they are an individual who:

- (a) has an interest in citizen science;
- (b) agrees with the objectives of the Association set out in clause 2.1; and
- (c) pays the Subscription determined by the Management Committee.

3.3 **Member Eligibility (Student Member)**

Any individual will be eligible to be a Student Member of the Association if they are an individual who:

- (a) has an interest in citizen science;
- (b) is studying full-time or part-time at an educational institution, whether secondary or tertiary;
- (c) agrees with the objectives of the Association set out in clause 2.1; and
- (d) pays the Subscription determined by the Management Committee.

3.4 **Member Eligibility (Corporate Member)**

Any organisation, agency or institution will be eligible to be a Corporate Member of the Association if it is an organisation, agency or institution that:

- (a) has objects, powers or functions relevant to citizen science and that are interested in, and wish to support, the objectives of the Association in a demonstrable way;
- (b) agrees with the objectives of the Association set out in clause 2.1; and
- (c) pays the Subscription determined by the Management Committee.

3.5 **Member Eligibility (Honorary Life Member)**

Any individual will be eligible to be nominated as an Honorary Life Member if they are an individual who:

- (a) is distinguished for their contribution to citizen science; or
- (b) has rendered outstanding service over an extended period of time to the Association;

and who:

- (c) has been nominated in accordance with clause 3.8;
- (d) agrees with the objectives of the Association set out in clause 2.1; and
- (e) pays the Subscription determined by the Management Committee.

3.6 **Member Eligibility (Affiliate Member)**

Any individual, organisation, agency or institution will be eligible to be an Affiliate Member if they are an individual, organisation, agency or institution who:

- (a) is determined as such by the Management Committee in its discretion;
- (b) agrees with the objectives of the Association set out in clause 2.1; and
- (c) pays the Subscription determined by the Management Committee.

3.7 **Applications for Membership**

- (a) All applications for membership to become a Member must be submitted to the Association in such form as the Management Committee may determine from time to time. With each application form, the Association must supply a copy of (or give electronic access to) the Constitution.
- (b) The Management Committee may, in its absolute discretion:
 - (i) approve or reject an application to become a Member submitted pursuant to clause 3.7(a); and
 - (ii) determine the class of membership for which an applicant or existing Member qualifies.
- (c) Membership of the Association is deemed to commence upon the Association giving notice of such membership.
- (d) If the Management Committee rejects any application for membership, the Association must, as soon as practicable after that determination, notify the applicant of the rejection. The Management Committee is not required to give reasons for such a rejection.

3.8 **Nomination for Honorary Life Membership**

A nomination of an individual for an Honorary Life Membership must be submitted to the Secretary in such form as the Management Committee may determine from time to time.

3.9 **Register of Members**

- (a) The Association must maintain a "Register of Members" of the Association.
- (b) The Register must contain the following particulars:
 - (i) the name and address of each Member (which will be the address of the Member for the purpose of service of any notices to that Member);
 - (ii) the class of membership;
 - (iii) the date on which the Member becomes a Member; and
 - (iv) the date on which the Member ceases to be a Member (if applicable).

3.10 **Resignation**

Any Member who wishes to resign from the Association:

- (a) must give written notice to that effect to the Association; and

- (b) will remain liable for any monies that are due and payable or that have accrued under the Member's Subscription up until the date the notice is given in accordance with clause 3.10(a),

and provided all monies owing to the Association by the Member are paid by the expiration of the notice, it is on the date of the expiration of the notice that the membership of the resigning Member will cease.

3.11 Cessation

- (a) A Member will cease to be a Member if:
 - (i) the Member resigns in accordance with clause 3.10(a); or
 - (ii) the Member, that is a body corporate, has a liquidator, provisional liquidator or administrator appointed or otherwise takes steps to obtain protection, or is granted protection, from its creditors under any applicable legislation;
 - (iii) the Member, that is an individual, dies or becomes mentally incapacitated, or becomes bankrupt or otherwise takes steps to obtain protection, or is granted protection, from its creditors under any applicable legislation;
 - (iv) the Member fails to renew its membership;
 - (v) the Member is unfinancial and the Management Committee resolves to terminate the Member's membership; or
 - (vi) the Member ceases to meet the eligibility requirements for membership set out in clause 3 of this Constitution.
- (b) Any Member whose membership of the Association ceases or is terminated will be liable for all moneys due by that Member to the Association.
- (c) Any Member whose membership ceases or is terminated must not make any claim, monetary or otherwise, on the Association, its funds or property, except as a creditor of the Association.
- (d) Members acknowledge that all Subscriptions paid are non-refundable and that they are not entitled to a refund of any part of a Subscription paid prior to their membership ceasing.
- (e) Any person or corporation who for any reason ceases to be a Member must no longer represent itself in any manner as being a Member or otherwise associated with the Association.

4. MEMBERSHIP SUBSCRIPTIONS

4.1 Subscriptions

- (a) All Members must pay such Subscriptions to the Association as may be determined by the Management Committee from time to time, which may be pro-rataed for the first year if a Member joins after the commencement of the Financial Year in which they become a Member.
- (b) Each Member will whenever requested in writing by the Association to do so, provide such information as is reasonably required by the Association in order to calculate the Member's annual Subscription.

4.2 Timing of Payment

- (a) Each Member must pay their first Subscription pursuant to clauses 3.2(c), 3.3(d), 3.4(c), 3.5(e) or 3.6(c).

- (b) After the first Subscription, all Subscriptions are then payable in advance of 1 July in each Year in accordance with clause 4.1 unless otherwise agreed by the Management Committee.

4.3 **Unfinancial Members**

- (a) A Member will be deemed unfinancial if their Subscription is unpaid three (3) months after the due date and will remain unfinancial for as long as their Subscriptions are outstanding.
- (b) Whilst a Member is unfinancial, they will not be entitled to exercise any voting rights at any General Meeting and will not be eligible to nominate a person to be elected to the Management Committee.
- (c) Whilst a Member is unfinancial, that Member may have its membership terminated by ordinary resolution of the Management Committee.

5. **MEMBER DISCIPLINE**

5.1 **Power**

- (a) The Management Committee may by resolution:
 - (i) suspend or expel a Member from the Association; or
 - (ii) censure or impose a fine on a Member.
- (b) The Management Committee may exercise the power under clause 5.1(a) if a Member:
 - (i) refuses or neglects to comply with the provisions of this Constitution;
 - (ii) is guilty of any conduct which in the reasonable opinion of the Management Committee is:
 - A. contrary to the Objectives; or
 - B. prejudicial to the interests of the Association; or
 - (iii) fails to pay to the Association any moneys due by the Member to the Association after notice has been given.

5.2 **Meeting**

- (a) The Management Committee must exercise its power under clause 5.1(a) at a meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service on the Member of a notice:
 - (i) setting out the resolution by which the Management Committee proposes exercising its power under this clause and the grounds on which the Management Committee relies;
 - (ii) stating that the Member may address the Management Committee at the meeting;
 - (iii) stating the date, place and time of that proposed meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - A. attend and speak at the meeting; and

- B. submit to the Management Committee not less than one day prior to the date of that meeting written representations relating to the resolution proposed.
- (b) At a meeting of the Management Committee held pursuant to clause 5.2(a), the Management Committee:
 - (i) shall give to the Member an opportunity to make oral representations;
 - (ii) shall give due consideration to any written representations submitted to the Management Committee by the Member prior to the meeting;
 - (iii) may hear from any other person on the matters alleged in the grounds notified to the Member;
 - (iv) may by resolution determine whether to pass or reject the resolution notified or as amended as the case may be;
 - (v) may amend the resolution notified to the Member, but not so as to impose a more severe penalty than that stated in the notice to the Member nor a fine greater than a fine stated in the notice to the Member; and
 - (vi) may proceed to consider the matter in the absence of the Member.
 - (c) Where the Management Committee passes a resolution at a meeting held pursuant to clause 5.2(a), the Secretary shall inform the Member in writing of the fact and of the Member's rights of appeal under clause 5.3.
 - (d) A resolution passed at a meeting held pursuant to clause 5.2(a) does not take effect:
 - (i) until the expiration of the Appeal Period; or
 - (ii) if within the Appeal Period the Member exercises its right of appeal, unless and until the Association confirms the resolution pursuant to clause 5.3.

5.3 Right of Appeal

- (a) A Member may appeal to the Association in general meeting against a resolution of the Management Committee passed under clause 5.1, within seven (7) days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- (b) On receipt of the notice, the Secretary must notify the Management Committee which must call a general meeting of the Association to be held not less than twenty-one (21) days but not more than two (2) months after the date when the Secretary received the notice.
- (c) At a general meeting of the Association called under clause 5.3(b):
 - (i) no business other than the question of the appeal may be transacted;
 - (ii) the Management Committee and the Member must be given the opportunity to make representations in relation to the appeal orally or in writing, or both; and
 - (iii) the Members present must vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (d) If the meeting passes a resolution in favour of confirmation the resolution, the resolution is confirmed. If the resolution fails then the resolution of the Management Committee is revoked.

6. ANNUAL GENERAL MEETINGS

6.1 Holding of Annual General Meeting

The Association must, at least once in each Year and within a period of five (5) months after the expiration of each Financial Year, convene an Annual General Meeting. The Management Committee may in its discretion determine the day on which the Annual General Meeting is held.

6.2 Procedures at Annual General Meeting

The procedures at General Meetings set out in clauses 7, 0, 9 and 11 of this Constitution apply equally to Annual General Meetings.

6.3 Notice

- (a) The Secretary must cause a notice to be given to all Members setting out the date, time and place of the Annual General Meeting and such notice must be given not less than 21 days prior to the date scheduled for the Annual General Meeting.
- (b) The accidental omission to give notice to any Member in accordance with clause 6.3(a) does not invalidate the proceedings at the Annual General Meeting.

6.4 Business of Annual General Meeting

In addition to any business included in an agenda published by the Association, the business at an Annual General Meeting must be:

- (a) to confirm the minutes of the preceding Annual General Meeting and of any General Meeting held since that preceding Annual General Meeting;
- (b) to consider the annual financial report, the Management Committee's report and auditor's report and the audited financial statements of the Management Committee;
- (c) to elect the Committee Members pursuant to clause 11 (if it is an election year);
- (d) to appoint a qualified auditor for the upcoming year and determine their remuneration (if any);
- (e) to consider and discuss the strategic plan; and
- (f) to consider such other business as may be required by law to be transacted at the Annual General Meeting.

7. GENERAL MEETINGS

7.1 Calling of General Meetings

- (a) The Management Committee may, whenever it thinks fit, convene a General Meeting of the Association.
- (b) The Management Committee must, upon the requisition of any Members holding at least five percent (5%) of the votes that may be cast at a General Meeting, call a General Meeting of the Association within twenty one (21) days of the request being received. Such General Meeting must be held within two (2) months of the requisition.

7.2 Requisition for General Meeting

Any requisition for a General Meeting made by the Members in accordance with clause 7.1(b) must:

- (a) be in writing;

- (b) state any business or resolutions to be proposed at that General Meeting; and
- (c) be signed by all the Full Members making the request (“the requisitionists”).

7.3 **Action where Management Committee does not call a General Meeting**

If the Management Committee does not call a General Meeting within 21 days after the requisition is given to the Association in accordance with clause 7.2(b), the requisitionists may themselves:

- (a) issue a notice of a General Meeting in accordance with clause 7.4; and
- (b) after 21 days of that notice being given, convene a meeting in the same manner or as near as possible to the manner in which General Meetings are convened by the Management Committee,

provided that such a meeting is not held after the expiration of three months from the date of the requisition.

7.4 **Notice of Meetings**

- (a) The Association must give not less than twenty one (21) days’ notice of a meeting of the Members.
- (b) A notice of a meeting of the Members is taken to be given:
 - (i) if sent by pre-paid post, three (3) days after it is posted;
 - (ii) if sent by facsimile, when the sender’s facsimile system generates a message confirming successful transmission of the entire notice unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire notice; or
 - (iii) if sent by electronic mail, when the sender’s electronic mail system generates a message confirming successful transmission of the entire notice, unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.
- (c) Notice of a meeting of Members must be given to each Member, each Committee Member and any Auditor of the Association.
- (d) A notice of a meeting must:
 - (i) set out the place, date and time for the meeting;
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified by the Associations Incorporation Act.
- (e) The accidental omission to give notice to, or the non-receipt of notice by, a Member or another entitled person, will not invalidate the proceedings or any resolution at any Association meeting.

8. PROCEEDINGS AT GENERAL MEETINGS

8.1 Quorum

- (a) No business will be transacted at any General Meeting (including an Annual General Meeting) unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) A quorum for a General Meeting is 20 Members entitled to vote (whether in person or by proxy or by Technology).
- (c) In determining whether a quorum for a General Meeting is present:
 - (i) where more than one proxy, attorney or representative of a Member entitled to vote is present, only one of those persons is counted; and
 - (ii) subject to clause 8.1(c)(i), where a person is present as a Member entitled to vote and as a proxy, attorney or representative of another Member entitled to vote, that person is counted once as the Member and is counted again for each proxy that it holds for the purposes of the quorum.
- (d) A quorum must be present at all times during the meeting.
- (e) If a quorum is not present within thirty (30) minutes after the time appointed for the General Meeting:
 - (i) the meeting is dissolved; and
 - (ii) another meeting is adjourned to the date, time and place as the Committee Members may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the adjourned meeting.

8.2 Chair for General Meetings

- (a) The Chair will preside as the chair at every meeting of the Association.
- (b) If the Chair is not present within fifteen (15) minutes after the time appointed for the meeting or is unwilling to act, then the Vice Chair shall preside as chair of the meeting.
- (c) If the Vice Chair is not present within fifteen (15) minutes after the time appointed for the meeting or is unwilling to act, then the Committee Members shall elect one of their number to preside as chair of the meeting.
- (d) If there are no Committee Members present or willing to act then the Members present shall elect one of their number to preside as chair of the meeting.
- (e) The chair of a meeting of Members does not hold a vote, except as needed as a casting vote in the event of an equality of votes.

8.3 Adjourned Meetings

- (a) The chair of any meeting of Members may, with the consent of any meeting in which a quorum is present (and shall as directed by that meeting), adjourn the meeting to another time and/or another place, but no further business may be transacted at the meeting from which the adjournment took place until the meeting is resumed.
- (b) Where a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for one month or more.

8.4 **General Conduct of Meetings**

- (a) The chair of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chair of a meeting of Members may delegate any power conferred by this Constitution in respect of the conduct of the meeting to any person.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (d) Only items of business described in the notice of a General Meeting or Annual General Meeting may be transacted at that meeting. Members are not entitled to propose any new items to be considered by the Association at a General Meeting or Annual General Meeting.

9. **VOTING**

9.1 **Voting Rights**

- (a) Each Ordinary Member, Student Member, Corporate Member and Honorary Life Member present, in person or by proxy, at a General Meeting is entitled to vote on any resolution put at any General Meeting and have one (1) vote.
- (b) For the sake of clarity, Affiliate Members are entitled to be present but are not entitled to a vote at any General Meeting (or Annual General Meeting) of the Association, unless they hold a proxy for a Member entitled to vote and are exercising that proxy.

9.2 **Resolutions of Members**

- (a) A resolution is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than against the resolution.
- (b) A challenge to a right to vote at a meeting of Members may only be made at the meeting and must be determined by the chair, whose decision is final.
- (c) Unless a poll is demanded in accordance with clause 9.3, a resolution put to the vote at a meeting of Members must be decided on a show of hands. Before a vote is taken the chair must inform the meeting whether any proxy votes have been received and how the proxy vote must be cast.
- (d) On a show of hands, a declaration by the chair of a meeting of Members is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of proxies received. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.

9.3 **Polls**

- (a) A poll may be demanded on any resolution at a meeting of Members, by any Member with a right to vote or by the chair:
 - (i) before a vote on that resolution is taken; or
 - (ii) before or immediately after the results of the vote on that resolution on a show of hands are declared.
- (b) A demand for a poll may be withdrawn.
- (c) A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and place the chair of the meeting directs.

- (d) The result of the poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- (e) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

9.4 **Subscriptions Must be Paid**

No Member is entitled to vote at any meeting if they are deemed to be unfinancial in accordance with clause 4.3 or if they owe any other sum to the Association.

9.5 **Proxies**

- (a) A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a person as the Member's proxy to attend and vote for the Member at the meeting.
- (b) Such appointment must be in writing (in a form approved by the Management Committee from time to time) and include the name of the Member, the name of the proxy and be signed by the Member. Scanned copies of originals are acceptable.
- (c) The instrument appointing a proxy must be deposited with the Secretary not less than 48 hours before the time for holding the meeting, or the adjourned meeting at which the person named in the instrument proposes to vote.
- (d) Unless the Association has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
 - (i) the appointing Member dies;
 - (ii) the appointing Member is mentally incapacitated;
 - (iii) the appointing Member revokes the proxy's appointment; or
 - (iv) the appointing Member revokes the authority under which the proxy was appointed by a third party.
- (e) A proxy's authority to vote is suspended while the Member is present at the meeting.

9.6 **Electronic Meetings of Members**

A meeting of Members may be called or held using any Technology that provides contemporaneous linking together by an instantaneous communication device. Any members linked in this way are present at the meeting for the purposes of quorum.

10. **MANAGEMENT COMMITTEE**

10.1 **The Management Committee**

- (a) The affairs of the Association shall be controlled and managed by or under the direction of the Management Committee.
- (b) The Management Committee will consist of a minimum of six people comprising:
 - (i) the Chair;
 - (ii) the Vice Chair;
 - (iii) the Secretary;
 - (iv) the Treasurer;

- (v) two general representatives; and
 - (vi) a Host Organisation representative (when there is a Host Organisation);
- (together referred to as **'the Committee Members'**).
- (c) The Management Committee may in its discretion and by unanimous decision appoint additional Committee Members to the Management Committee.

10.2 Eligibility for Committee Members

An individual must possess at least one of the following “skills and experience” criteria in order to be eligible to be nominated as a Committee Member:

- (a) commitment to and experience with citizen science;
- (b) experience in managing finances and organisational risk;
- (c) ability to work and communicate with stakeholders to achieve positive outcomes;
- (d) experience in raising funds and knowledge of funding initiatives; or
- (e) ability to provide time to the activities of the Management Committee and associated follow-up activities.

10.3 Term of Office

- (a) A Committee Member holds office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the third Annual General Meeting following their election, unless the Committee Member sooner resigns, vacates the office or is disqualified from holding the office.
- (b) Newly elected Committee Members take office with effect from the conclusion of the Annual General Meeting at which they are elected.

10.4 Removal of Committee Members

- (a) The Association may remove before the expiration of their period of office any Committee Member by ordinary resolution and may, by ordinary resolution, appoint another person in their stead.
- (b) The person so appointed shall only be appointed for the remainder of the term held by the previous Committee Member.

11. ELECTION

11.1 At Annual General Meeting

Election of the Management Committee must take place at the Annual General Meeting of the Association.

11.2 Election Process

- (a) The Secretary will prepare the ballot papers and determine the manner in which votes are marked thereon.
- (b) Each Member entitled to vote present at the Annual General Meeting must vote for candidates using a voting paper or Technology provided by the Association for that purpose. A preference ranking must be given to each candidate and any voting paper which does not include a preference ranking is invalid.
- (c) Separate elections must be held for each of the following positions:

- (i) Chair;
 - (ii) Vice Chair;
 - (iii) Secretary;
 - (iv) Treasurer; and
 - (v) two general representatives.
- (d) If only one candidate is nominated for a position, they are taken to be elected to the position with no need for an election.
 - (e) Before the return of voting papers, the Management Committee must appoint two (2) scrutineers.
 - (f) The scrutineers must total the votes allocated to each candidate on the voting papers and then report to the Secretary with the result of the vote.
 - (g) The candidate(s) with the highest number of first preference votes is elected to the office which they were nominated for.
 - (h) In the event of the process in clause 11.2(g) producing a tied result the successful candidates will be elected on the basis of second preferences and so on until a result has been determined.
 - (i) The Secretary will announce the result of the election at the Annual General Meeting.

12. VACATION OF OFFICE

12.1 Vacancies Generally

A Committee Member vacates office if he or she:

- (a) dies;
- (b) becomes bankrupt or insolvent;
- (c) resigns their office by notice in writing given to the Secretary;
- (d) 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; or
- (e) fails to attend three (3) consecutive meetings without prior notice of absence having been approved by the Management Committee.

12.2 Filling Casual Vacancies

The Management Committee has the power, at any time and from time to time, to appoint a person to hold office on the Management Committee to fill a casual vacancy provided they meet the relevant eligibility criteria. Any person so appointed will hold office until the next Annual General Meeting during which the Association must:

- (a) confirm the appointment of that person as a Committee Member for the remainder of the term held by the previous Committee Member; or
- (b) appoint a new person to the Management Committee for the remainder of the term held by the previous Committee Member.

13. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

13.1 Frequency

The Management Committee shall meet ten times per year at minimum at such places and such times as the Management Committee may determine.

13.2 Calling Management Committee Meetings

Meetings of the Management Committee may be convened by the Chair or by any Committee Member.

13.3 Notice

Written notice of each meeting of the Management Committee shall be served on each Committee Member at least five (5) Business Days before the meeting by:

- (a) delivering it to them personally; or
- (b) sending it by facsimile or electronic transmission to a number or email address nominated by the Committee Member.

13.4 Quorum

- (a) Four (4) Committee Members (personally present or participating by Technology and including the Chair or acting Chair) constitute a quorum for the business of a meeting of the Management Committee.
- (b) No business shall be transacted at a Management Committee meeting unless a quorum is present and if, within thirty (30) minutes of the time appointed for the meeting a quorum is not present, the meeting shall be dissolved.

13.5 Chair

- (a) The Chair must (if present within fifteen (15) minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Committee Members.
- (b) The Vice Chair must (if present within fifteen (15) minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of the Committee Members if:
 - (i) there is no Chair; or
 - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of a meeting of Committee Members; or
 - (iii) the Chair is present within that time but is not willing to chair all or part of that meeting.
- (c) The Committee Members present must elect one of themselves to chair all or part of the meeting of Committee Members if:
 - (i) there is no Chair or Vice Chair; or
 - (ii) the Chair or Vice Chair is not present within 15 minutes after the time appointed for the holding of a meeting of Committee Members; or
 - (iii) the Chair or Vice Chair is present within that time but is not willing to chair all or part of that meeting.

13.6 **Voting at Management Committee Meetings**

- (a) Questions arising at a meeting of the Management Committee or of any working group appointed by the Management Committee shall be determined on a show of hands or, if demanded by a Committee Member, by a poll taken in such a manner as the person presiding at the meeting may determine.
- (b) Each Committee Member present at a meeting of the Management Committee (including the person presiding at the meeting) is entitled to one (1) vote and, in the event of an equality of votes on any question, the Chair shall have a second or casting vote.

13.7 **Circulating Resolutions**

- (a) Where a Management Committee Meeting is not physically held, a resolution in writing signed or agreed by Technology by all Committee Members for the time being entitled to receive notice of a meeting thereof, will be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held.
- (b) Any such resolution may consist of several documents in like form each signed, including by Technology, by one or more Committee Members.
- (c) Electronic copies of scanned originals of signed copies will be sufficient evidence of a signed assent by Committee Members.

13.8 **Validity of acts of Committee Members**

If it is afterwards discovered that there was some defect in the election or appointment of a person to be a Committee Member by the Management Committee, or to act in that capacity, or that a person so elected or appointed was disqualified, all acts done by that person are valid as if the person had been duly elected or appointed and was qualified to act in that capacity.

13.9 **Use of Technology**

A Meeting of Committee Members may be called or held using any Technology that provides contemporaneous linking together by an instantaneous communication device.

14. **INTERESTS OF COMMITTEE MEMBERS**

14.1 **Committee Members' Duties**

All Committee Members must act in the best interests of the Association as a whole and must not represent or advocate for any of their sponsors' positions in discussions on issues considered by the Management Committee.

14.2 **Disclosure of Interests**

- (a) If a Committee Member has any direct or indirect pecuniary interest in a transaction or proposed transaction to which the Association is or may be a party, the Committee Member must:
 - (i) disclose the nature and extent of the interest and its relation to the affairs of the Association to the Management Committee; and
 - (ii) disclose the nature and extent of the interest at the next general meeting of the Association.
- (b) Following this disclosure:
 - (i) the Committee Member must not vote on matters that relate to the interest, but may participate in deliberations of the Management Committee in relation to the transaction;

- (ii) any transaction that relates to the interest may proceed;
- (iii) the Committee Member may retain benefits under the transaction even though the Committee Member has the interest;
- (iv) the Committee Member is not liable to account for any profits derived from the transaction; and
- (v) the Association cannot avoid the transaction merely because of the existence of the interest.

14.3 **Prior Disclosure**

If disclosure is required in accordance with the Associations Incorporation Act, clause 14.2(b) applies only if the disclosure is made before the transaction is entered into.

15. **SECRETARY**

15.1 **Appointment**

- (a) The Secretary will be elected by the Members in accordance with clause 11.
- (b) In the event of the resignation of the Secretary from the Association and pending the appointment of a new Secretary the Chair is to perform the duties of Secretary.

15.2 **Obligations of Secretary**

The Secretary shall:

- (a) arrange to keep minutes of the resolutions and proceedings of each General Meeting and each Management Committee meeting in books provided for that purpose or electronically, together with a record of the names of persons present at meetings; and
- (b) arrange to retain copies of all Management Committee papers and if in electronic form to be kept and backed up on separate medium on separate systems.

16. **TREASURER**

16.1 **Appointment**

- (a) The Treasurer will be elected by the Members in accordance with clause 11.
- (b) In the event of the resignation of the Treasurer from the Association and pending the appointment of a new Treasurer the Vice Chair is to perform the duties of Treasurer.

16.2 **Obligations of Treasurer**

The Treasurer shall:

- (a) arrange to collect and receive all moneys due to the Management Committee and make all payments on behalf of the Management Committee;
- (b) report monthly on funds given to or administered by the Association; and
- (c) arrange to keep correct accounts and books showing the financial affairs of the Management Committee with full details of all receipts and expenditure connected with the activities of the Management Committee.

17. PUBLIC OFFICER

17.1 Appointment

The public officer from time to time will be appointed by the Management Committee at their discretion.

17.2 Eligibility

In order to be eligible to be appointed as the public officer, an individual must:

- (a) reside in the ACT; and
- (b) be at least 18 years of age.

17.3 Obligations of Public Officer

The public officer shall:

- (a) act as the official contact for the Association, including taking delivery of documents served on the Association and bringing them to the attention of the Management Committee as soon as possible;
- (b) be responsible for lodging any required documents to notify the appropriate authorities of any relevant changes to the Association; and
- (c) comply with all other responsibilities of the public officer under the Associations Incorporation Act.

18. COMMON SEAL

18.1 Common Seal

The common seal of the Association shall be kept in the custody of the Secretary or any person authorised in writing by the Management Committee.

18.2 Execution

The Association may execute a document if the common seal is fixed to the document by the authority of the Management Committee and the fixing of that seal was witnessed by one Committee Member or any person authorised in writing by the Management Committee to do so.

19. WORKING GROUPS

The Management Committee may appoint such working groups as it deems appropriate in its discretion and which may include persons who are not Members of the Association.

20. ADMINISTRATION

20.1 Accounts

- (a) A separate bank account shall be established in which all of the Association's income and expenditure is recorded.
- (b) The Treasurer will cause proper books of account to be kept which include full, true and complete accounts of the affairs and transactions of the Association. Proper books will not be deemed to be kept unless the books give true and fair view of the state of the Association's affairs and explain the transactions.
- (c) Subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Constitution, the books of account must be

kept at the registered office and any other place the Management Committee requires and will be open to the inspection of the Management Committee at any time.

- (d) The Management Committee will provide financial reports, which comprise a balance sheet and an income statement in respect of the last completed Financial Year of the Association and as required by the Associations Incorporation Act.

20.2 **Income**

The income and property of the Association will only be applied towards the promotion of the objects of the Association as set out in clause 2.1.

20.3 **Payments**

All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments for payment shall be signed by at least two (2) accredited officers authorised to do so by the Management Committee or if electronic via two independent electronic signoffs by separate accredited officers.

20.4 **Audit**

- (a) The books of account, and financial reports and records shall be audited each year by an Auditor or Auditors appointed by the Members at the Annual General Meeting in accordance with the Associations Incorporation Act.
- (b) The remuneration of the Auditor must be fixed and the Auditor's duties regulated in accordance with the Associations Incorporation Act.
- (c) If any casual vacancy occurs in the office of the Auditor the Management Committee shall appoint the Auditor and fix the Auditor's fee within one month of the vacancy. The Auditor so chosen will hold Office as Auditor of the Association until the next Annual General Meeting following their appointment.
- (d) The Auditor or the Auditor's agent so authorised in writing is entitled:
 - (i) to attend any General Meeting;
 - (ii) for that purpose to receive all notices of and other communications relation to any General Meeting which the Members are entitled to receive; and
 - (iii) to be heard at any General Meeting which he or she attends on any part of the business of the meeting which concerns the Auditor as Auditor, and is entitled to be heard.

20.5 **Custody of Records**

- (a) Except as otherwise provided in the Constitution, the Secretary shall keep in their custody or under their control or authority all books, documents and securities of the Association, which shall be available for inspection at all reasonable times by the Members.
- (b) Upon the request of a Member and the payment of the fee prescribed by the Management Committee, the Association will arrange to provide the Member with copies of the current Constitution of the Association.

21. WINDING UP AND LIABILITY

21.1 Dissolution

The Association may be dissolved by a special resolution of the Members entitled to vote at a General Meeting.

21.2 Liability of the Member on Winding Up

The liability of a Member to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the Member in respect of membership of the Association in accordance with clause 4.

21.3 Distribution of Property on Winding Up

Where on the winding up of the Association or dissolution of the Association there is a surplus of assets after satisfying all the Association's liabilities and expenses, the surplus will not be paid or distributed to any Member but will be given or transferred to another institution or association having similar objectives to those described in clause 2.1 hereof, being an institution or body that prohibits the distribution of income, profit or assets to its members, or to the Commonwealth of Australia.

21.4 Indemnity

- (a) To the extent permitted by the Associations Incorporation Act:
 - (i) the Association indemnifies every person who is or has been a Committee Member of the Association against any liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the law; and
 - (ii) the Association indemnifies every person who is or has been a Committee Member of the Association against any liability incurred by that person, as a Committee Member of the Association, to another person (other than the Association) unless the liability arises out of conduct involving a lack of good faith.
- (b) In this clause 21.4 the term "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in their capacity as Committee Member, or in the course of acting in connection with the affairs of the Association, or otherwise out of the Committee Member holding such office, including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Association.

22. BY-LAWS

22.1 The Management Committee may make By-Laws as it may deem appropriate for the proper conduct, control and management of the Association and, in particular:

- (a) the management and good governance of the affairs of the Association;
- (b) the conduct of the Association's Members;
- (c) the procedure at meetings of the Association and its committees;
- (d) the formation of any committee including the composition, terms of reference and other relevant matters of such committees;

- (e) generally, all such matters as are commonly the subject matter of regulations for the proper conduct of associations similar to the Association and are not expressly dealt with in this Constitution.

23. VARIATION OF CONSTITUTION

The Constitution may not be varied except by a special resolution passed at a General Meeting of the Association.

24. SEVERING INVALID PROVISIONS

24.1 Invalidity

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

25. TECHNOLOGY

25.1 General Meetings by Using Technology

Without limiting the discretion of the Management Committee to regulate their meetings and General Meetings, the Management Committee may, if it sees fit, give notice of meetings, record resolutions and minutes and confer or meet or hold elections using any Technology.

25.2 Resolutions

Notwithstanding that the Management Committee or the Members (as applicable) are not present together in one place at the time of the meeting, a resolution passed will be deemed to have been passed at a meeting of the Management Committee or the Association held on the day and time at which the meeting was held.

25.3 Quorum

A Committee Member or Member (as applicable) present at the commencement of the meeting will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the meeting.

25.4 Procedures

The provisions relating to the procedure of Management Committee Meetings and General Meetings apply to the meeting to the extent they are capable of applying, and with the necessary changes.