



**INTERNATIONAL
CENTRE FOR
COMPLEX
PROJECT
MANAGEMENT**

Constitution

of the

*International Centre for Complex Project
Management Limited (ICCPM)*

ABN: 77 127 367 373

Approved 8 November 2018

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1. In this Constitution, unless the contrary intention appears:

Audit & Risk Committee means the Audit & Risk committee established under clause 14.

Chairperson means the person appointed to chair a general meeting of the ICCPM in accordance with clause 9.18 or 9.19.

Committee means any committee established under clause 14.

Company Member means a member of ICCPM as set out in Clause 7 and the ICCPM Membership Charter. A Company Member is entitled to one (1) vote at general meetings.

Constitution means this constitution, as amended from time to time in accordance with the Corporations Act and the procedures set out in clause 15.

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

Director means a director of ICCPM appointed in accordance with clauses 10.5 to 10.7.

Fellow means a fellow of ICCPM appointed in accordance with clause 8.

Former Constitution means the Constitution of ICCPM (then known as the College of Complex Project Managers Limited (CCPM)), made on 31 August 2007 and as varied from time to time, which was in force immediately before this Constitution.

Governance Committee means the governance committee established under clause 14.

ICCPM means the International Centre for Complex Project Management Limited, a company limited by guarantee and incorporated under the Corporations Act, formerly known as the College of Complex Project Managers Limited (CCPM).

Independent Director means a director of a board of directors who does not have a material or pecuniary relationship with the company.

Individual Member means a member of ICCPM as set out in Clause 7 and the ICCPM Membership Charter. An Individual member has no voting rights at the annual general meetings.

Member means a member of ICCPM as set out in clause 7. Membership has a corresponding meaning-

Partner means an organisation other than an individual accepted by ICCPM as a partner in accordance with clause 6.6 and that falls into one of the categories of partners as set out in the Charter of ICCPM Partners.

Charter of ICCPM Partners means the charter set by the Directors in accordance with clause 6.1, as varied from time to time.

Project means any initiative that requires a structured approach over a set timeframe with defined resources to achieve a desired outcome. The use of the term 'Project' in ICCPM terminology is used to describe all aspects of the Asset Management Lifecycle, Change Management Process, Programme and Portfolio Management Methodologies.

Replaceable Rules mean the provisions of the Corporations Act which apply to companies as replaceable rules.

Register means the register of Members' details required to be maintained by the ICCPM in accordance with clause 7.12.

Remuneration Committee means the remuneration committee established under clause 14.

Standing Orders means orders made in accordance with clause 9.22.

Interpretation

- 1.2. Headings are for convenience only and do not affect interpretation.
- 1.3. In this Constitution unless the contrary intention appears:
 - a. a clause is a reference to a clause in this Constitution;
 - b. law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
 - c. the singular includes the plural and vice versa;
 - d. words importing any gender include all other genders;
 - e. the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, a government body, or an authority;
 - f. a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
 - g. a document, including this Constitution, the College Charter and Partner Charter, includes any variation or replacement of it;
 - h. the singular includes the plural and vice versa;
 - i. the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates, to that example, or to examples of a similar kind;
 - j. a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
 - k. a reference to legislation includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of these;
 - l. a power, an authority or a discretion given to a Director, the Directors, ICCPM in a general meeting or a Company Member may be exercised at any time and from time to time;
 - m. a reference to dollars, A\$ or \$ is a reference to the lawful currency of Australia;
 - n. if an act under this agreement to be done by a party on or by a given day is done after 5:30pm on that day, it is taken to be done on the next day.
- 1.4. If a provision of this Constitution is inconsistent with a provision of the Partner Charter, the provision of this Constitution prevails to the extent of the inconsistency.

2. NOT FOR PROFIT COMPANY LIMITED BY GUARANTEE

Company limited by guarantee

- 2.1. ICCPM is a not-for-profit company limited by guarantee.

Company Members' liabilities limited by guarantee

- 2.2. The liability of Company Members is limited and each Company Member undertakes to contribute to ICCPM's property if ICCPM is wound up while he or she is a Company Member or within one (1) year after he or she ceases to be a Company Member, for payment of ICCPM's debts and liabilities contracted before he or she ceases to be a Company Member and of the costs, charges and expenses of winding up, such amounts as may be required, not exceeding A\$10.

3. REPLACEABLE RULES

Application of replaceable rules

- 3.1. The Replaceable Rules apply to ICCPM to the extent that they apply to companies limited by guarantee and are not inconsistent with this Constitution.

Powers

- 3.2. Subject to this Constitution, ICCPM has all the powers of a company under the Corporations Act but only to do all things that are necessary, convenient or incidental to carry out the purposes and objects set out in clause 4.

4. PURPOSE OF ORGANISATION

Purpose

- 4.1. ICCPM is established as a public benevolent institution to support and encourage research and learning in the field of managing complexity in project environments around the world with the clear purpose to improve practice in this field. ICCPM will pursue these purposes and activities for the public benefit.

Objects

- 4.2. The predominant object for which ICCPM is established is to facilitate the management and delivery of complex projects around the world.
- 4.3. ICCPM may also do such other things as are incidental or ancillary to the attainment of the predominant object of ICCPM set out in clause 4.2, including (without limitation):
- a. act as a peak body for managing complexity in project environments;
 - b. advance knowledge and practice of managing in complex environments;
 - c. educate persons to increase capabilities to manage in complex environments; and
 - d. provide services to enable organisations to manage complexity.

5. FINANCE

Application of money and property

- 5.1. Subject to clause 5.4, the income and property of ICCPM shall be applied solely towards the promotion of the purposes and objects of ICCPM set out in clause 4.

- 5.2. Subject to clause 5.4, ICCPM shall not declare or pay any dividend or otherwise divide, give or transfer any of its property or income to Members.
- 5.3. A Director shall not be paid any fees, benefits or other remuneration for his or her services as a Director except as provided for in clause 5.4.

Certain payments allowed

- 5.4. Nothing in this clause 5 prevents ICCPM paying:
 - a. reasonable out of pocket expenses incurred by a Director or a Committee member in performing a duty as a Director or a Committee member; and
 - b. premiums on contracts of insurance for any Director to the extent permitted by law or this Constitution.
 - c. A payment of a kind referred to this clause shall be payable under the delegated authority of the Chief Operating Officer to a threshold of \$5000 above which any such payment must be pre-approved by the Directors

6. PARTNERS

Charter of ICCPM Partners

- 6.1. The Directors shall set and maintain a charter for the Partners dealing with the relationship of the Partners with ICCPM. This charter may deal with any of the following (without limitation):
 - a. the different categories of Partners and the criteria applicable to each category;
 - b. the rights and obligations of Partners and categories of Partners;
 - c. the rules and procedures concerning the appointment of Members by Partners.
- 6.2. The Directors may vary the Charter of ICCPM Partners with appropriate notice given in accordance with clause 6.3.
- 6.3. Any material variation to Charter of ICCPM Partners must be notified to all affected Partners at least 30 days before the variation takes effect. This notice must include details of the material variation.
- 6.4. The Directors may seek the advice of the Partners or organisations seeking to become Partners when setting or varying the Charter of ICCPM Partners.
- 6.5. It is a condition of Partnership that each organisation seeking to become a Partner must enter into an agreement with ICCPM under which the organisation agrees to abide by and be bound by the Constitution and the Charter of ICCPM Partners.

Partnership

- 6.6. ICCPM may accept organisations as Partners. An organisation seeking to become a Partner shall only be accepted as a Partner if the organisation has complied with clause 6.5.
- 6.7. Partnership shall be divided into the categories set out in the Charter of ICCPM Partners.
- 6.8. Each Partner shall be accepted as a Partner in accordance with clause 6.6 as a Partner in one of the categories set out in the Charter of ICCPM Partners. Each category of Partners shall be

subject to pay an annual fee to the ICCPM, as determined by the Directors and reviewed from time to time.

- 6.9. The rights and obligations of partners shall be dependent on the category of partnership held, as set out in the Charter of ICCPM Partners.
- 6.10. Some categories of Partner have rights to appoint and remove Company Members in accordance with this Constitution and the Charter of ICCPM Partners.

Withdrawal of Partnership

- 6.11. A Partner that wishes to cease being a Partner must notify ICCPM in writing of their intention. The Partner's Partnership ceases on the date specified in their notice, or if no date is specified, at the time that ICCPM receives the notice.
- 6.12. For the avoidance of doubt, if the agreement between a Partner and ICCPM specified in clause 6.5 ceases to be in effect for any reason, the Partner's Partnership ceases at that time.

Removal of Partners

- 6.13. The Directors may resolve, by ordinary resolution, to remove a Partner from the Partnership if:
 - a. the Partner has been nominated for removal from the Partnership in writing by a Company Member; or
 - b. Management have recommended that the nominated Partner should be removed from the Partnership.

7. MEMBERS

Membership Charter

- 7.1. The Directors shall set and maintain a charter for the Membership dealing with the relationship of the Members with ICCPM. This charter may deal with any of the following (without limitation):
 - a. the different categories of Membership and the criteria applicable to each category;
 - b. the rights and obligations of Members for each category of Memberships; and
 - c. the rules and procedures concerning the appointment of Members by Partners.

Company Member

- 7.2. A person who supports the objects of ICCPM and is eligible to apply to be a Company Member of ICCPM as defined in the ICCPM Membership Charter.
- 7.3. The Company Members are those persons who have:
 - a. applied for company membership in the manner set out in the ICCPM Membership Charter;
 - b. been admitted as a company member.
- 7.4. A person becomes a Company Member once the following occur:
 - a. That person is appointed to be a Company Member by:
 - i. ordinary resolution of the Directors; or

- ii. a Partner, in accordance with the Partner Charter; and
 - b. that person's details are entered into the Register by the ICCPM.
- 7.5. Notwithstanding anything in this clause 7, all persons who were members of ICCPM under the Former Constitution become Company Members upon the adoption of this Constitution.

Individual Membership

- 7.6. A person who supports the objects of ICCPM is eligible to apply to be an Individual Member of ICCPM as defined in the ICCPM Membership Charter.
- 7.7. The Individual Members are those persons who have:
 - a. applied for Individual membership in the manner set out in the ICCPM Membership Charter;
 - b. been admitted as an Individual member; and
 - c. paid the fees applicable.
- 7.8. A person becomes an Individual Member once they have complied with clause 7.7 and that person's details are entered into the Register by ICCPM.

Organisation Membership

- 7.9. An organisation who supports the objects of ICCPM is eligible to apply to be an Organisation Member of ICCPM as defined in the ICCPM Membership Charter.
- 7.10. The Organisation Members are those organisations who have:
 - a. applied for Organisation membership in the manner set out in the ICCPM Membership Charter;
 - b. been admitted as an Organisation member; and
 - c. paid the fees applicable.
- 7.11. An Organisation becomes an Organisation Member once they have complied with clause 7.10 and that organisation's details are entered into the Register by ICCPM.

Registration of Memberships

- 7.12. ICCPM shall maintain the Register, which shall contain the following details for each Member:
 - a. the Member's name, address, email address and telephone number;
 - b. the date on which the entry of the Member's name in the Register was made; and
 - c. the category of membership.

and must in all other respects comply with the requirements for registers of members under the Corporations Act.

- 7.13. Notwithstanding anything in this clause 7, the register of members under the Former Constitution is incorporated into the Register upon the adoption of this Constitution.
- 7.14. If a Member withdraws their Membership or is removed from the Membership in accordance with this clause 7 ICCPM shall, as soon as practicable, remove that former Member's details from the Register.

Withdrawal of Membership

- 7.15. A member who wishes to cease being a member must give notice to ICCPM in writing of their intention. The member ceases to be a member of ICCPM at the time specified in their notice to ICCPM, or if no time is specified in the notice, at the time when ICCPM receives the notice.
- 7.16. If a Partner ceases to be a Partner for any reason, any member appointed by that Partner ceases to be a member from the time that the Partner that appointed them ceases to be a Partner.

Removal of Company Members

- 7.17. The Directors may resolve, by ordinary resolution, to remove a Company Member from the Membership if:
 - a. the Company Member has been nominated for removal from the Company Membership in writing by a Company Member; or
 - b. Management have recommended that the nominated Company Member should be removed from the Membership.
- 7.18. A Partner may remove or replace a Company Member which it appoints at its sole discretion and at anytime and in accordance with the Partner Charter.

8. FELLOWS

Invitation

- 8.1. The ICCPM will acknowledge individuals who have contributed in a significant way to the thought leadership around managing complexity by inviting individuals who meet the criteria to become ICCPM Fellows.
- 8.2. Prospective Fellows must be nominated by a current Fellow or Director.
- 8.3. Prospective Fellows must meet the selection criteria agreed to by the Directors from time to time.
- 8.4. The Directors must pass a resolution agreeing to invite a Prospective Fellow.
- 8.5. The appointment of a Fellow under this Constitution is conditional on the person providing ICCPM with written consent to be a Fellow and to abide by the Fellows Code of Conduct.
- 8.6. Fellows will also be invited to become a Company and Individual Member of ICCPM.

Withdrawal of Fellows

- 8.7. Fellows are appointed for life and this will not be revoked except under clause 8.
- 8.8. If a Fellow ceases to be a Fellow, they automatically cease to be a Company Member also.

Removal of Fellows

- 8.9. The Directors may resolve, by ordinary resolution, to remove a Fellow from ICCPM if:
 - a. the Fellow has breached the code of conduct for Fellows; or

- b. if the Fellow is deemed to not be displaying the attributes and character expected of a Fellow.

9. GENERAL MEETINGS OF ICCPM

Holding general meetings

- 9.1. ICCPM must hold an annual general meeting at least once in each calendar year within 5 months after the end of its financial year.
- 9.2. Other general meetings may be called by the Directors or a Director as they consider appropriate, as requested by Company Members in accordance with the Company Members' rights to request general meetings under the Corporations Act, or if required to do so under the Corporations Act.
- 9.3. Company Members may themselves call general meetings in accordance with their rights to call general meetings under the Corporations Act.
- 9.4. Before the annual general meeting, the Directors must provide information to the Company Members on the company's activities and finance during the period since the last annual general meeting, at least 14 days before the meeting.
- 9.5. The Chairperson of the annual general meeting must give Company Members as a whole a reasonable opportunity at the meeting to ask questions at the meeting to ask questions or make comments about the management of the company.

Notice of general meetings

- 9.6. At least four (4) weeks' notice must be given for an annual general meeting of ICCPM.
- 9.7. At least four (4) weeks' notice must be given for all other general meetings of ICCPM.
- 9.8. Notice of an annual general meeting under clause 9.6 and notice of any other general meeting under clause 9.7 must be given to each Company Member and to each Director.
- 9.9. Before any general meeting, at least four (4) weeks notice must also be given to each Company Member and to each Director of:
 - a. the business which may be dealt with at the general meeting, including particulars; and
 - b. if the general meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.

Even if these items are not set out in the notice of the meeting, the business of an annual general meeting shall include:

- a. a review of the company's activities
- b. a review of the company's finances
- c. any auditor's report
- d. the election or appointment of Directors, and
- e. the appointment and payment of auditors, if any.

Variation of the time or place of general meetings

- 9.10. Where a general meeting is convened by the Directors, they may, by giving at least two (2) weeks notice to each Company Member and each Director:

- a. cancel the general meeting;
 - b. postpone the holding of the general meeting general meeting to a later date and time they determine (subject to clause 9.1, if applicable); or
 - c. change the place for the general meeting.
- 9.11. Clause 9.10 does not apply to a general meeting convened:
- a. in accordance with the Corporations Act by a single Director;
 - b. by the Company Members;
 - c. by the Directors on the request of Company Members; or
 - d. by a court.
- 9.12. Notice of cancellation of a general meeting given under clause 9.10 must state the reason for cancellation.
- 9.13. Notice of postponement of general meeting given under clause 9.10 must state:
- a. the reason for the postponement;
 - b. the date and time for the holding of the postponed general meeting;
 - c. the place for the holding the postponed general meeting, which may be the same as or different from the place specified in the notice convening the original general meeting;
 - d. if the postponed general meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the postponed general meeting in that manner.
- 9.14. The only business that may be transacted at a postponed general meeting is the business specified in the notice convening the original general meeting.
- 9.15. Notice to change the place for a general meeting given under clause 9.10 must:
- a. state the reason for the change of place and;
 - b. if the general meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.

Effect of non-receipt of a notice

- 9.16. The non-receipt of a notice required to be given under any of clauses 9.10 to 9.15 or the accidental omission to give a notice required to be given under any of clauses 9.6 to 9.15 to a Company Member or to a Director does not invalidate any resolution passed at the general meeting or at the postponed general meeting to which the notice relates.

Conduct of general meetings

- 9.17. The holding of general meetings and any resolutions passed at them may be facilitated by using technological means, including by video or telephone conferencing, in such a way that all Company Members are able to simultaneously communicate with each other and participate in discussion.
- 9.18. The Directors may appoint a person (regardless of whether the person is a Company Member or a Director) to be the Chairperson of that general meeting of ICCPM.

- 9.19. If the Directors fail to appoint a person to be the Chairperson pursuant to clause 9.17, or if an appointed Chairperson is not present at the general meeting which they have been appointed to chair within 15 minutes after the time for convening the general meeting, or if an appointed Chairperson declines to act, the Company Members at the general meeting must appoint a Company Member present at that general meeting to be Chairperson of the general meeting by ordinary resolution.
- 9.20. The Chairperson holds their position until the end of the general meeting and may be re-appointed as the Chairperson of any subsequent general meeting.
- 9.21. Subject to the Standing Orders (if any), the Chairperson of the general meeting:
- a. has the normal functions of a chairperson, including the power to decide all matters of procedure and conduct of general meetings;
 - b. may require the adoption of any procedure which is in the Chairperson's opinion necessary or desirable for the proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting;
 - c. may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the general meeting,
- and a decision by the Chairperson under this clause 9.21 is final.
- 9.22. The Directors may set or vary certain orders to govern the conduct and procedure to be followed in general meetings. The Company Members must approve the orders and any variation to them by ordinary resolution (**Standing Orders**).
- 9.23. The Standing Orders may be repealed by an ordinary resolution of the Company Members. For the avoidance of doubt, the Directors may set new Standing Orders.
- 9.24. Where ICCPM has Standing Orders in force, general meetings must be conducted in accordance with those Standing Orders.

Adjournment of a general meeting

- 9.25. Subject to the Standing Orders, the Chairperson of a general meeting may at any time during the general meeting adjourn the general meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the general meeting either to a later time at the same general meeting or to an adjourned general meeting at a later time and place, but:
- a. in exercising this discretion, the Chairperson may, but need not, seek the approval of the Company Members; and
 - b. only unfinished business from the general meeting that is adjourned is to be transacted at the general meeting when it resumes after an adjournment.
- 9.26. Unless required by the Chairperson, a vote may not be taken or demanded by the Company Members in respect of any adjournment.
- 9.27. It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned general meeting unless the general meeting is adjourned for 4 weeks or more. In that case, notice of the adjourned general meeting must be given as in the case of an original general meeting.

Quorum

- 9.28. A quorum for any general meeting is five (5) Company Members.
- 9.29. In determining whether a quorum is present, each person attending as a proxy is to be counted, except that:
- a. if a Company Member has appointed more than one proxy, only one is to be counted; and
 - b. if a person is attending both as a Company Member and as a proxy, that person is to be counted only once.
- 9.30. If within 15 minutes after the time appointed for a general meeting a quorum is not present, the general meeting:
- a. if convened by a single Director, or at the request of Company Members, is dissolved; or
 - b. in any other case, is deemed to be postponed in accordance with clause 9.10 and the procedures of clause 9.10 must be complied with.
- 9.31. An item of business may not be transacted at a general meeting unless a quorum is present when the general meeting proceeds to consider the item of business. If a quorum is present at the time that the first item of business is transacted, the quorum is deemed to be present when each subsequent item of business is considered unless the Chairperson of the general meeting (on the Chairperson's own motion or at the request of a Company Member or proxy who is present) declares otherwise.

Voting

- 9.32. Subject to any restrictions attached to a Company Member's vote, each Company Member and each other person present as a proxy has one (1) vote, whether on a show of hands, on a poll or by any other method of voting. If a Company Member also holds authority as a proxy for another Company Member entitled to vote, that Company Member may cast the number of votes for which they hold authority. To avoid any doubt a Company Member holding the appropriate proxy authority will cast a vote as directed by the Company Member for which they hold the proxy vote as well as their own vote.
- 9.33. Subject to the requirements of the Corporations Act, an ordinary resolution is deemed to be carried if a simple majority of the votes cast on the ordinary resolution are in favour of it.
- 9.34. Subject to the requirements of the Corporations Act, a special resolution is deemed to be carried if 75% or more of the votes cast on the special resolution are in favour of it.
- 9.35. If there is an equality of votes on an ordinary resolution, either on a show of hands or on a poll, the Chairperson is entitled to a casting vote in addition to any vote to which the Chairperson is entitled as a Company Member or as a proxy for any other Company Member.
- 9.36. At any general meeting a resolution put to the vote of the general meeting must be decided on a show of hands, unless a poll is effectively demanded (in accordance with the Corporations Act) and the demand is not withdrawn. A declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the ICCPM, is conclusive evidence of the fact. Neither the Chairperson nor the minutes need state, and it is not necessary to prove, the number of the votes recorded in favour of or against the resolution.

- 9.37. If a poll is effectively demanded (in accordance with the Corporations Act):
- a. it must be taken in the manner and at the date and time directed by the Chairperson and the result of the poll is a resolution of the general meeting at which the poll was effectively demanded;
 - b. on the election of a Chairperson or on a question of adjournment, it must be taken immediately;
 - c. the demand may be withdrawn; and
 - d. the demand does not prevent the continuance of the general meeting for the transaction of any business other than the question on which the poll has been demanded.
- 9.38. Unless ICCPM has received written notice of the matter before the start or resumption of a general meeting at which a person votes as a proxy, a vote cast by that person is valid even if, before the person votes:
- a. the appointing Company Member dies;
 - b. the appointing Company Member is mentally incapacitated;
 - c. the appointing Company Member revokes the appointment or authority; or
 - d. the Company Member ceases to be a Company Member.
- 9.39. An objection to the right of a person to attend or vote at a general meeting:
- a. may not be raised except at that general meeting; and
 - b. must be referred to the Chairperson of the meeting, whose decision is final.
- A vote not disallowed under an objection made in accordance with this clause 9.39 is valid for all purposes at that general meeting.

Proxies

- 9.40. A Company Member may appoint a person as that Company Member's proxy to attend and vote on behalf of the Company Member at a general meeting of ICCPM.
- 9.41. An appointment of a proxy is valid if it is signed by the Company Member making the appointment and contains the following information:
- a. the Company Member's name and address;
 - b. the proxy's name or the name of the office held by the proxy; and
 - c. the general meeting(s) at which the appointment is valid, or that the appointment is valid in respect of any general meeting held on or before a specified date.
- 9.42. An appointment of a proxy may be a standing one.
- 9.43. An appointment of a proxy may specify the way the proxy is to vote on a particular resolution.
- 9.44. For an appointment of a proxy for a meeting of Company Members to be effective, the proxy's appointment must be received by ICCPM at least 48 hours before the meeting.
- 9.45. Where, by the terms of an instrument appointing a proxy:

- a. the proxy is authorised to attend and vote at a particular general meeting or any general meeting to be held on or before a specified date; and
- b. the date for holding the general meeting is postponed to a date later than the date specified in the instrument appointing the proxy,

then, by force of this clause 9.45, that later date is substituted for and applies to the exclusion of the date specified in the instrument appointing the proxy, unless the Company Member appointing the proxy gives notice to ICCPM in writing to the contrary not less than 48 hours before the time to which the holding of the general meeting has been postponed.

- 9.46. A proxy appointed to attend and vote for a Company Member at a general meeting has the same rights as the Company Member:
- a. to speak at the general meeting;
 - b. to vote (but only to the extent allowed by the appointment); and
 - c. to demand a poll on a resolution,
- unless the Company Member who appointed the proxy attends the general meeting.

10. DIRECTORS

Number of Directors

- 10.1. There shall be a minimum of five (5) and a maximum of nine (9) Directors.
- 10.2. At least half of the Directors shall be independent.
- 10.3. The Chief Executive Officer and Managing Director is a Director.
- 10.4. The Directors may act despite a vacancy in their number. If the number of Directors is reduced below the minimum number specified clause 10.1, the remaining Directors may, except in an emergency, act only:
 - a. for the purpose of increasing the number of Directors to bring their number up to the minimum number specified in clause 10.1; or
 - b. to convene a general meeting.

Appointment of Directors and other Officers

- 10.5. The Directors in office at the time of adoption of this Constitution continue in office subject to this Constitution.
- 10.6. The Company Members may appoint a person as a Director by ordinary resolution passed in a general meeting.
- 10.7. The Directors may at any time appoint any person 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 any maximum number specified in clause 10.1. A Director appointed under this clause 10.7 holds office until the conclusion of the next annual general meeting of the Company, but is eligible for appointment as a Director at that annual general meeting.
- 10.8. The Directors may appoint a Chief Executive Officer and Managing Director.
- 10.9. The Directors must appoint at least one Secretary of the ICCPM.

- 10.10. The appointment of a Director under this Constitution is conditional on the person appointed providing the ICCPM with a written consent to be a Director.

Term of Directors

- 10.11. Each Director is appointed for a period of two (2) years. At the expiry of a Director's term in office, that Director may be reappointed.
- 10.12. A Director who, for any reason, vacates the office of a Director at a general meeting holds office until the conclusion of that general meeting.

Vacation of office of Directors and other Officers

- 10.13. Removal of Directors will be in accordance with the requirements of the Corporations Act.
- 10.14. In addition to the circumstances in which the office of a Director becomes vacant (including by reason of removal) under the Corporations Act, the office of a Director becomes vacant if the Director:
- a. resigns from the office by notice to ICCPM;
 - b. is not present at meetings of the Directors for a continuous period of 6 months without a leave of absence from the Directors; or
 - c. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- 10.15. If a Director is also a Company Member, their office as a Director is unaffected if they cease to be a Company Member.
- 10.16. The Directors may suspend or remove a Secretary or the Chief Executive Officer and Managing Director from those offices.

Directors' interests

- 10.17. Subject to the purposes and objects of ICCPM set out in clause 4 and subject to complying with the Corporations Act regarding disclosure of and voting on matters involving material personal interests, a Director may:
- a. hold any office or place of profit in any other company, body corporate, trust or entity connected with ICCPM or in which ICCPM has an interest of any kind;
 - b. enter into any contract or arrangement with ICCPM;
 - c. participate in any association, institution, fund, trust or scheme for past or present employees of ICCPM or Directors or persons dependent on or connected with them;
 - d. act in a professional capacity (or be a member of a firm which acts in a professional capacity) for ICCPM, except as an auditor;
 - e. participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Directors and may be present at any meeting where any matter is being considered by the Directors;
 - f. sign or participate in the execution of a document by or on behalf of ICCPM;
 - g. do anything contemplated in clauses 10.17.a to 10.17.f despite the fiduciary relationship of the Director's office:

- i. without any liability to account to ICCPM for any direct or indirect benefit accruing to the Director; and
- ii. without affecting the validity of any contract or arrangement.

Conflicts of interest

- 10.18. A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors:
- a. to the other Directors, or
 - b. if all of the Directors have the same conflict of interest, to the Company Members at the next general meeting, or at an earlier time if reasonable to do so.
- 10.19. The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- 10.20. Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors must not, except as provided under clauses 10.21:
- a. be present at the meeting while the matter is being discussed, or
 - b. vote on the matter.
- 10.21. A Director may still be present and vote if:
- a. their interest arises because they are a Company Member of ICCPM, and the other Directors have the same interest;
 - b. their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of ICCPM (see clause 17) ;
 - c. their interest relates to a payment by the company under clause 14, or any contract relating to an indemnity that is allowed under the Corporations Act;
 - d. the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter; or
 - e. the Directors who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of ICCPM, and
 - ii. says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

Functions of the Directors and other officers

- 10.22. The Directors shall be responsible for managing the business of ICCPM and for all decisions made in relation to ICCPM, other than those made by the Company Members in general meeting or where this Constitution provides otherwise.
- 10.23. The Directors may exercise all the powers of ICCPM and, on behalf of ICCPM, do all the acts that may be done and exercise all the powers that may be exercised, by ICCPM which are not required by the Corporations Act or by this Constitution, to be exercised by the Company Members in general meeting.

- 10.24. The Directors may delegate any of their powers (other than the power to delegate) to any person they select for such period and upon such conditions, as the Directors see fit.
- 10.25. Any exercise of the delegated power of the Directors must comply with any conditions or limitations imposed by the Directors.
- 10.26. The Directors may revoke, withdraw, alter or vary any delegation of their powers.
- 10.27. All powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.
- 10.28. A Secretary and the Chief Executive Officer and Managing Director hold office on the terms and conditions and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary or the Chief Executive Officer and Managing Director is subject at all times to the control of the Directors.

Duties of Directors

- 10.29. The Directors must comply with their duties as Directors under legislation (Federal, State and Territory) common law (judge-made law), and within the company's principles of good governance which are:
 - a. to formulate and provide oversight to the corporate strategy, determine and manage risk appetite, and ensure good governance
 - b. to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the company
 - c. to act in good faith in the best interests of the company and to further the purpose(s) of the company set out in clause 4
 - d. not to misuse their position as a Director
 - e. not to misuse information they gain in their role as a Director
 - f. to disclose any perceived or actual material conflicts of interest in the manner set out in clause 10.18
 - g. to ensure that the financial affairs of the company are managed responsibly, and
 - h. not to allow the company to operate while it is insolvent.

Directors' Meetings

- 10.30. Subject to the requirements of the Corporations Act, the Directors may make rules for the calling, conduct and adjournment of Directors meetings and otherwise regulate Directors meetings in any manner which they think fit.
- 10.31. The Directors must meet not less than four (4) times in each financial year and may otherwise meet together for the dispatch of business as often as they think fit.
- 10.32. A Director may, at any time, convene a Directors meeting.

Chairperson of Directors' Meetings

- 10.33. The Directors must appoint one of their number to be the chairperson of Directors meetings and may also determine the period for which the person appointed as chairperson is to hold office.
- 10.34. The Directors must also appoint one of their number to be the deputy chairperson of Directors meetings and may also determine the period for which the person appointed as deputy chairperson is to hold office.
- 10.35. The chairperson of Directors meetings shall chair each Directors meeting as well as be responsible for providing leadership in the development and implementation of ICCPM policy and initiatives.
- 10.36. The deputy chairperson shall chair meetings of the Directors in the absence of the chairperson, as well as be responsible for assisting the Chairperson in the development and implementation of ICCPM policy and initiatives.

Quorum for Directors' Meetings

- 10.37. Subject to the minimum number of Directors specified in clause 10.1, the quorum for a Directors meeting is the majority of the total number of Directors holding office at the time of the Directors meeting. The quorum must be present at all times during the Directors meeting, including where their presence may be facilitated by technological means in accordance with clause 10.39.
- 10.38. If there is an equality of votes on an item of business at a Directors meeting, the chairperson or, in the absence of the chairperson, the deputy chairperson, of a Directors meeting is entitled to a casting vote in addition to any vote to which they are entitled as a Director.

Using technology to hold directors' meetings

- 10.39. The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.
- 10.40. The Directors' agreement may be a standing (ongoing) one.
- 10.41. A Director may only withdraw their consent within a reasonable period before the meeting.

Resolutions of the Directors

- 10.42. A question arising at a Directors meeting is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.
- 10.43. The Directors may pass a resolution without a Directors meeting being held if the Directors entitled to vote on the resolution all provide a vote via electronic means (from a clearly recognisable and registered with the company email address) or sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs that they are in favour of the resolution.

Validity of acts of the Directors

- 10.44. All acts done at a Directors meeting are, even if it is afterwards discovered that:
- a. there was a defect in the appointment or continuance in office of a person as a Director; or

- b. a person acting as a Director was disqualified or was not entitled to vote at that Directors meeting,

valid as if the relevant person had been duly appointed as a Director or had duly continued in office as a Director and was qualified and entitled to vote at that Directors meeting.

Chief Executive Officer

- 10.45. The Directors may appoint a person as the Chief Executive Officer, for a period and on any terms (including remuneration) as the Directors resolve.
- 10.46. Subject to any agreement between the company and the Chief Executive Officer, the Directors may remove, dismiss or suspend the Chief Executive Officer at any time, with or without notice.
- 10.47. The Directors may delegate any of their powers (including the power to delegate) to the Chief Executive Officer as provided in clauses 10.24 – 10.27
- 10.48. The Directors may revoke or vary any power delegated to the Chief Executive Officer.
- 10.49. The Chief Executive Officer must exercise the powers delegated to him or her in accordance with any directions of the Directors.
- 10.50. The exercise of delegated power by the Chief Executive Officer is as effective as if the Directors exercised the power.
- 10.51. No Chief Executive Officer is entitled to attend any meeting of the Board of Directors while under suspension from office.

Appointment of company secretary

- 10.52. On the adoption of this Constitution, the company secretary is the person specified as company secretary in the ASIC Register.
- 10.53. A company secretary may be appointed by the Board of Directors for any period and on any terms (including remuneration) as the Directors resolve.
- 10.54. Subject to any agreement between the Directors and a company secretary, the Directors may remove or dismiss a company secretary at any time, with or without cause.

Company Executives

- 10.55. The Directors may permit the Chief Executive Officer/Managing Director to employ executive officers to manage the affairs of the company on such terms and conditions appropriate for the role as determined by the Chief Executive Officer/Managing Director.

11. MINUTES AND RECORDS

Minutes and records

- 11.1. The company must, within one month, make and keep the following records:
 - a. minutes of proceedings and resolutions of general or annual general meetings; and
 - b. a copy of a notice of each general or annual general meeting.
- 11.2. The company must, within one month, make and keep the minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees).
- 11.3. To allow Company Members to inspect the company's records:

- a. the company must give a Company Member reasonable access to the records set out in clause 11; and
 - b. the Directors may authorise a Company Member to inspect other records of the company, including records referred to in clause 12.
- 11.4. The Directors must ensure that minutes of an annual or general meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
- a. the chairperson of the meeting, or
 - b. the chairperson of the next general meeting.

12. FINANCIAL AND RELATED RECORDS

- 12.1. The company must make and keep written financial records that:
- a. correctly record and explain its transactions and financial position and performance, and
 - b. enable true and fair financial statements to be prepared and to be audited.
 - c. The ICCPM must also keep written records that correctly record its operations.
 - d. The ICCPM must retain its records for at least 7 years.
 - e. The Directors must take reasonable steps to ensure that the ICCPM's records are kept safe.

13. MANAGEMENT DOCUMENTS

Management Documents

- 13.1. The hierarchy of documents supporting the management of the ICCPM is the Corporations Act, this Constitution, Charters, and Policies.
- 13.2. The Directors may pass a resolution to make or amend Charters and Policies so long as they are consistent with and give effect to this Constitution.
- 13.3. Members and Directors must comply with Charters and Policies as if they were part of this Constitution.

14. STANDING COMMITTEES

- 14.1. The Directors must appoint members and delegate appropriate powers to the following Committees:
- a. the Governance Committee;
 - b. the Audit and Risk Committee; and
 - c. the Remuneration Committee.
- 14.2. The Directors may appoint persons to such other Committee as they see fit, to assist them in their function of administering ICCPM, and may set out in guidelines for the Committee the details of the functions of the Committee and the procedures to be followed in conducting the business of the Committee.
- 14.3. The Directors may delegate any of their powers, other than powers required by law to be dealt with by the Directors as a board, to a Committee to undertake functions and make decisions in accordance with the delegation granted.

- 14.4. A Committee to which any powers have been delegated under clause 14 must only exercise those powers in accordance with any directions of the Directors.

Governance Committee

- 14.5. The standing membership of the Governance Committee shall consist of a nominated and endorsed Chairperson who shall have relevant expertise in dealing with matters of corporate governance and at least one other Director.
- 14.6. The Directors shall invite other persons to join the Governance Committee as required.
- 14.7. The term of the Chairperson appointed to the Governance Committee is two (2) years.
- 14.8. The Directors may re-appoint a retiring Chairperson of the Governance Committee for one or more subsequent terms. It is Board policy to limit consecutive Committee Chairmanship to a total of six years.
- 14.9. A quorum of Directors may at their discretion remove the Chairperson of the Governance Committee before their term of membership expires.
- 14.10. The Governance Committee may advise and assist the Directors on matters relating to corporate governance as set out in the delegation of committee powers and the relevant guidelines for the Governance Committee.

Audit and Risk Committee

- 14.11. The standing membership of the Audit and Risk Committee shall consist of a Chairperson and at least one other Director who shall not be the Chief Executive Officer/Managing Director.
- 14.12. The Directors shall at their discretion appoint the Chairperson of the Audit and Risk Committee.
- 14.13. The term of the Chairperson appointed to the Audit and Risk Committee is two (2) years.
- 14.14. The Directors shall invite other persons to join the Audit and Risk Committee as required
- 14.15. The Directors may re-appoint a retiring Chairperson of the Audit and Risk Committee for one or more subsequent terms. It is Board policy to limit consecutive Committee Chairmanship to a total of six years.
- 14.16. A quorum of Directors may remove a Chairperson of the Audit and Risk Committee before their term of membership expires.
- 14.17. The quorum for meetings of the Audit and Risk Committee will be a majority of members of the Audit and Risk Committee.
- 14.18. The Audit and Risk Committee shall consider and advise the Directors on audit, risk management and other relevant matters as set out in the delegation of committee powers and defined by delegated Board responsibility.

Remuneration Committee

- 14.19. The standing membership of the Remuneration Committee shall consist of a Chairperson and at least one other Director who shall not be the Chief Executive Officer/Managing Director.
- 14.20. The Directors shall at their discretion appoint the Chairperson of the Remuneration Committee.

- 14.21. The term of the Chairperson appointed to the Remuneration Committee is two (2) years.
- 14.22. The Directors shall invite other persons to join the Remuneration Committee as required.
- 14.23. The Directors may re-appoint a retiring Chairperson of the Remuneration Committee for one or more subsequent terms. It is Board policy to limit consecutive Committee Chairmanship to a total of six years.
- 14.24. A quorum of Directors may remove a Chairperson of the Remuneration Committee before their term of membership expires.
- 14.25. The quorum for meetings of the Remuneration Committee will be a majority of members of the Remuneration Committee.
- 14.26. The Remuneration Committee shall consider and advise the Directors on matters relating to the employment of the Chief Executive Officer/Managing Director including recruitment, terms and conditions of employment and remuneration and other relevant matters as set out in the delegation of committee powers and defined by delegated Board responsibility.

Notice of meetings of Governance, Audit and Risk and Remuneration Committees

- 14.27. Notice of a meeting of the Governance Committee or Audit and Risk Committee or Remuneration Committee shall be provided to the respective Committee members at least two (2) weeks in advance of the meeting and must include particulars of the agenda.

15. MODIFICATION OF THIS CONSTITUTION

Modification by Special Resolution

- 15.1. ICCPM may modify or repeal this Constitution or any part of it by a special resolution of the Company Members.

16. COMMON SEAL

ICCPM shall adopt a Common Seal.

- 16.1. The Chief Executive Officer and Managing Director shall retain custody of the Common Seal. The Chief Executive Officer and Managing Director shall only affix the Common Seal as and when directed by the Directors.
- 16.2. Every instrument to which the Common Seal is affixed must be signed in each instance by the chairperson or the deputy chairperson of Directors meetings and one other Director.

17. PAYMENT OF INSURANCE PREMIUMS

- 17.1. ICCPM may, where the Directors consider it appropriate to do so, pay or agree to pay a premium in respect of an agreement insuring a person who is or has been a Director or auditor of the ICCPM, against:
 - a. any liability incurred by that person in his or her capacity as a Director, other type of officer or auditor of ICCPM other than a liability which arises out of:
 - i. conduct involving a wilful breach of duty in relation to the ICCPM; or
 - ii. a contravention of section 182 or section 183 of the Corporations Act; and
 - b. any liability for legal costs incurred by that person in his or her capacity as a Director, other type of officer holder or auditor of ICCPM in defending proceedings, whether civil

or criminal, whatever their outcome, and without the qualifications set out in clauses 17.1.a.i or 17.1.a.ii.

18. SURPLUS ASSETS ON WINDING UP

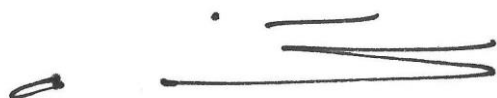
- 18.1. If, upon the winding up or dissolution of ICCPM there remains after satisfaction of all its debts and liabilities, any property, this property must only be given or transferred to a person with similar objects to those set out in clause 4.
- 18.2. The identity of the transferee referred to in clause 18.1 will be determined by the Company Members by ordinary resolution at or before the time of the winding up or dissolution of ICCPM and, if the Company Members cannot decide, by the Supreme Court of the Australian Capital Territory.

19. NOTICES UNDER THE CONSTITUTION

- 19.1. Any notice required to be given to a Member under this Constitution must be in writing, dated, and must be given:
- a. personally; or
 - b. by sending it by post to the address for the Member in the Register or the alternative address (if any) nominated by the Member; or
 - c. by sending it to the fax number or electronic address (if any) nominated by the Member; or
 - d. by sending it to the Member by other electronic means (if any) nominated by the Member.
- 19.2. A notice of a general meeting may be given to a Company Member or Director by notifying the Company Member or Director, using any electronic means nominated by the Company Member or Director:
- a. that the notice of general meeting is available; and
 - b. how the Company Member may use the electronic means nominated by the Company Member to access the notice of meeting.

20. EXECUTION

- 20.1. This Constitution is hereby adopted by Special Resolution of the Company Members, this 8th day of November 2018, as duly witnessed by:



Dr Alicia Aitken
Chairman



Collin Smith
Company Secretary