CORPORATIONS ACT 2001 (Cth)

A Public Company Limited by Guarantee

A health promotion charity registered with
the Australian Charities and Not-for-profits Commission

Constitution
of the

Council of Presidents of Medical Colleges Limited

ABN 46 101 213 478

ACN 101 213 478

Approved by the Members at a special general meeting on 04/ 06/ 2026

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1 DEFINITIONS AND INTERPRETATION

1.1 In this Constitution:

'**ACNC Act**' means the Australian Charities and Not-for-profits Commission Act 2012 (Cth);

'**Act**' means the Corporations Act 2001 (Cth);

'**Application Fee**' means the application fee determined by the Council pursuant to clause 6.6.1 of this Constitution;

'**Board**' means the Board of CPMC established pursuant to clause 8.3;

'**By-law**' means any By-law made in accordance with clause 8.2;

'**Chairperson**' means the person for the time being appointed to that office by the Council and who serves as President of CPMC;

'**CEO Director**' means the CEO of a Member Medical College appointed to the Board in accordance with this Constitution. A CEO Director can only continue in the position of CEO Director whilst they hold the position as CEO of their Member Medical College;

'**Consensus**' in relation to a Council decision means that at least 75 percent of all Council Members either agree or do not object (ie abstain), and in the context of a public statement made on behalf of CPMC means that at least 75 per cent of all Members either agree to the statement or do not object (ie abstain) to its being made by CPMC (subject to any term stipulated by the dissenting Member(s) qualifying the representativeness of the statement. Dissent is not an opportunity to note individual positions, given that Members have the power to issue public statements in their own name);

'**Constitution**' means this constitution of CPMC as amended;

'**Council**' means the Members Representatives meeting as a collective on behalf of the Members in accordance with this Constitution which is not a General Meeting;

'**CPMC**' or the company means the Council of Presidents of Medical Colleges Limited ACN 101 213 478 constituted as a public company limited by guarantee under this Constitution;

'**Director**' means a member of the Board (Board member), each of whom is a Director of the company;

'**DGR Status**' means endorsement under the Income Tax Assessment Act 1997 (Cth) as an entity which is entitled to receive gifts which are deductible from the donor's income tax;

'**Excluded Liability**' means a Liability that is, subject to law, excluded from indemnification by ordinary resolution of the Board;

'**Fellow**' means a current Fellow of a Member Medical College as defined by the Member Medical College;

'**General Meeting**' means a meeting of the Members, called in accordance with this Constitution and the Act, and includes an Annual General Meeting, but does not include a Council meeting;

'**Independent Director**' means a Director appointed pursuant to this Constitution who is not a member or director or otherwise associated with any Member Medical College and who is appointed for their independent skills, qualifications and experience;

'**Liability**' includes cost, charge, loss, damage, expense or penalty;

'**Majority**' in relation to a Council decision or ordinary resolution at a General Meeting means that more than 50 per cent of all Council Members or Members respectively, and in the context of a public statement made on behalf of CPMC means that more than 50 per cent of all Members either agree to the statement or do not object (ie abstain) to its being made by CPMC (subject to any term stipulated by the dissenting Member(s) qualifying the representativeness of the statement);

'**Medical College**' means an organisation accredited by the Australian Medical Council as a specialist medical college;

'**Member**' and '**Member Medical College**' means an organisation which has been admitted as a Member of CPMC in accordance with this Constitution and is entitled to attend Council Meetings and General Meetings;

'**Member Representative**' means an eligible person appointed by a Member from time to time by written notice to CPMC to represent the Member and attend all meetings and vote on the Member's behalf, and includes a proxy or attorney;

'**Office**' means the registered office for the time being of CPMC or such other office location as may be determined by the Board as being the principal place of business of CPMC;

'**President Director**' means the President of a Member Medical College, as at the time of appointment, appointed to the Board in accordance with this Constitution;

'**Re-application Fee**' means a re-application fee imposed pursuant to clause 6.6.1;

'**Register**' means the Register of Members required to be kept under this Constitution and the Act;

'**Secretary**' means any person appointed to perform the duties of the Secretary of CPMC;

'**Special Resolution**' has the meaning given in the Act;

'**Subscription**' means an amount determined from time to time pursuant to clause 6.6.3 payable by a Member as a fee for Membership; and

'**Unanimous**' in relation to a Council decision means that 100 per cent of all Council Members, and in the context of a public statement made on behalf of CPMC means that 100 per cent of all Council Members either agree to the statement or do not object (ie abstain) to its being made by CPMC (subject to any term stipulated by the dissenting Member(s) qualifying the representativeness of the statement).

1.2 **References to the Act or the ACNC Act**

Unless the context otherwise requires, a reference to:

(a) the Act or the ACNC Act includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; and

(b) a section of the Act or the ACNC Act includes any corresponding section for the time being in force.

1.3 **Presumptions of Interpretation**

Unless the context otherwise requires, a word which denotes:

(a) the singular includes the plural and vice versa;

(b) a person includes an individual, body corporate, partnership, a firm, unincorporated association, organisation or institution and a government body; and

(c) a notice includes any consent, publication or other written communication.

1.4 **Application of the Act and the ACNC Act**

Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act or the ACNC Act, the same meaning as in that provision of the Act or the ACNC Act.

1.5 **Headings**

Headings do not affect the interpretation of this Constitution.

1.6 **Replaceable Rules**

The replaceable rules in the Act do not apply.

2 NAME OF THE COMPANY

The name of the company is the "Council of Presidents of Medical Colleges Limited".

3 TYPE OF COMPANY

The company is a not-for-profit public company limited by guarantee.

4 LIABILITY OF MEMBERS LIMITED TO THE GUARANTEE

4.1 Each Member or former Member in the previous 12 months must contribute an amount not more than $10.00 (**Guarantee**) to the property of the company if the company is wound up

towards the debts and liabilities of the company, including the costs of winding up, incurred before the Member stopped being a Member.

4.2 The liability of each Member is limited to the amount of the Guarantee.

5 PURPOSE

5.1 CPMC is established and operates as a not-for-profit health promotion charity registered under the ACNC Act with DGR Status and with the principal purpose to prevent and control diseases so as to improve health outcomes for Australians.

5.1.1 The company must not distribute any income or assets directly or indirectly to its Members, except as provided in this Constitution or as permitted under the Act or the ACNC Act.

5.1.2 Clause 5.1.1 does not stop the company from doing the following things, provided they are done in good faith:

(i) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the company; or

(ii) making a payment to a Member which is a charity or in carrying out the company's health promotion charitable purpose(s).

5.2 CPMC aims to work with, support and facilitate effective, efficient, viable and sustainable Medical Colleges in Australia to prevent and control human disease so as to achieve improved health outcomes for Australian communities.

CPMC has been established to bring together, support and allow Member Medical Colleges to collaborate and discuss issues of common interest and to enable Member Medical Colleges to share knowledge, experiences, objectives and policies, so that they can prevent and control disease.

These discussions will enable CPMC to inform and advise Ministers, Government agencies and other relevant bodies on how to prevent and control diseases and address relevant health issues for Australian communities.

Medical Colleges are educational bodies responsible for the training, examination, and subsequent recertification of medical practitioners in specific medical disciplines. CPMC acknowledges that each Medical College is independent but that there are many areas of common interest where a single voice can be of value to prevent and control disease so as to improve health outcomes for Australian communities.

It is acknowledged that some Member Medical Colleges also operate in New Zealand and Australasia.

5.3 CPMC seeks to ensure, through the voluntary, co-operative and coordinated action of its Member Medical Colleges, that individual medical specialties have a broad base of intercollegiate knowledge. This will enable them, both collectively as Members of CPMC and individually as Medical Colleges through their Fellows and members, to provide the highest quality of medical care delivered in accordance with accepted clinical principles for the Australian community and to improve, protect and promote the health of the Australian public.

5.4 The principal purpose will be pursued by CPMC through the following supporting purposes:

(a) to improve the health of the Australian community by:

(i) advancing the science and practice of medicine in Australia;

(ii) upholding high standards of medical practice, education and training at all levels;

(iii) fostering the development and maintenance of a skilled medical workforce in Australia;

(iv) working with governments and other relevant organisations to achieve the provision of an adequate, well qualified, experienced and capable medical workforce;

(v) promoting ethical conduct in the practice of medicine and the delivery of health services;

(vi) working with governments, other bodies and the community to improve individual and public health services; and

(vii) encouraging health and medical research.

(b) to provide a mechanism for Australian Medical Colleges to share knowledge, objectives and policies and to work together to build efficiencies through common systems and processes, including shared services (where appropriate);

(c) to provide a forum within which to consider relevant issues including postgraduate medical training, standards and their maintenance, quality improvement, allocation of resources, medical litigation, appeals, the medical workforce and relevant aspects of credentialing, certification, registration and re-certification;

(d) to advocate on any issue which affects the ability of its Member Colleges to meet their responsibilities to patients and to the Australian community;

(e) to provide authoritative advice, information and opinion to other professional organisations, the general public and to governments;

(f) to encourage Australian Medical Colleges to adopt, where appropriate, common or complementary policies;

(g) to develop policy positions and guidelines on issues relating to the improvement of medical care and the standard of health in the Australian community;

(h) to promote programs concerned with:

(i) the promotion of health and the prevention of disease and injuries;

(ii) the early detection of disease, disabilities, anomalies and other abnormal states; and

(iii) the enhancement of high quality medical care;

(i) to encourage and support inter-disciplinary, national and international cooperation;

(j) to facilitate medical education provision and medical aid support to developing nations; and

(k) to support universal access to high quality medical care for all people in Australia.

5.5 In pursuit of the achievement of its principal purpose and supporting purposes, CPMC has the power to:

(a) institute and cooperate in the conduct of meetings, discussions and workshops on health, medicine, related sciences and branches of medicine;

(b) consider any issues affecting the interests of CPMC, its Member Medical Colleges or the health of Australians, including proposed legislation or regulation;

(c) invest and deal with the funds of CPMC not required immediately for its purpose in such manners as may be determined from time to time; and

(d) exercise all powers and do all things which a public company limited by guarantee may do under the Act.

6 MEMBERSHIP

6.1 Membership Criteria

An organisation which is a body corporate is eligible to apply for admission to membership of CPMC if that organisation:

(a) is a Medical College or other medical body whose membership primarily comprises medical practitioners; and

(b) is recognised in relation to its specialist medicine discipline and the medical education, training and professional development programs provided by or overseen by the body have been accredited by the Australian Medical Council; and

(c) conducts a training program or other process leading to Fellowship of that body and which provides specialist recognition or registration for medical graduates and is of a standard determined or approved by the Australian Medical Council for this purpose or as determined in the By-laws; and

(d) conducts examinations or assessments for post-graduate qualifications which are recognised by the Australian Medical Council for this purpose or as determined in the By-laws; and

(e) conducts a continuing education program which is recognised by the Australian Medical Council for this purpose or as determined in the By-laws; and

(f) has purposes and activities which are not primarily of an industrial or political nature.

6.2 Admission to Membership

6.2.1 An application for admission to membership of CPMC must be in writing, must address each criteria set out in clause 6.1, must be accompanied by a recommendation from the Board and must be accompanied by the Application Fee. In submitting its application, the applicant agrees, if the application is approved, to be bound by and to observe the provisions of this Constitution and the By-laws.

6.2.2 A copy of the application must be provided to each Member and to the Board at least 3 months before the Council meeting at which the application is to be considered.

6.3 Council Approval of Applications

6.3.1 Every application for membership must be brought to a Council meeting which must decide whether to approve or reject the application for membership. A decision to approve an application for membership must be made by Consensus.

6.3.2 The decision of the Council on an application for membership is final and conclusive and binding on the applicant. The Council is not required to give any reason for the rejection of any application for membership.

6.3.3 The Secretary must notify any applicant of the Council's decision.

6.4 Classes of Membership

6.4.1 By-laws may provide for the Board to establish different classes of Members and may establish different application criteria, different rights (including as to voting, eligibility in respect of the Council and eligibility in respect of the Board) and different obligations for each class of Members.

6.4.2 The Board, with the approval of the Council by Consensus, may set different Application Fees and different Subscriptions for each class of Members.

6.5 Register of Members

6.5.1 The company will keep, and the Secretary will maintain, a Register of Members of CPMC at its Office.

6.5.2 When an organisation has been accepted as a Member of CPMC, the Secretary will enter the following details in the Register:

(i) Member's name, address and Member Representative;

(ii) Class of membership;

(iii) Any alternative address nominated by the Member for the service of notices;

(iv) The date the Member was entered on the Register;

(v) The date the Member became a Member; and

(vi) (Where appropriate) the date the Member ceased to be a Member.

6.5.3 Upon an application for membership being accepted and the first Subscription being paid, the Secretary will enter the Member's details in the Register of Members.

6.5.4 The address of the Member in the Register will be the address of the Member for the purpose of service of notices to Members.

6.5.5 The rights of Members are not transferable.

6.5.6 The company must allow Members to inspect the Register in accordance with the Act.

6.5.7 Information that is accessed from the Register must only be used in accordance with law and in a manner relevant to the interests or rights of Members.

6.6 **Application Fee and Subscriptions**

6.6.1 The Board, with approval of the Council by Consensus, may determine, from time to time, the Application Fee and Re-application Fee payable in respect of any application or re-application for membership of CPMC respectively.

6.6.2 The Application Fee is non refundable and payable in full at the time an application is made for admission to membership.

6.6.3 The Board, with approval of the Council by Consensus, may determine, from time to time, the annual or periodic Subscription in respect of Membership of CPMC.

6.6.4 A Member's Subscription must be paid on the due date determined by the Board.

6.7 **Cessation of Membership**

6.7.1 A Member will cease to be a Member if:

(i) the Member, by notice in writing to CPMC, resigns its membership;

(ii) the Member is wound up or dissolved; or

(iii) the Member ceases to meet the membership criteria set out in clause 6.1,

but the Member remains liable for any Subscriptions and other monies due and unpaid at the time of cessation of Membership.

6.7.2 Any Member whose Subscription remains unpaid for more than 90 days after the end of the month in which it falls due for payment automatically ceases to be a Member.

6.8 **Expulsion of Member**

6.8.1 Without limiting the Council's powers under clause 14 of this Constitution CPMC in General Meeting has the power, in its absolute discretion, to expel any Member who:

(i) wilfully refuses or neglects to comply with the provisions of this Constitution or the By-laws; or

(ii) is guilty of any conduct which in the opinion of CPMC in General Meeting is prejudicial to the interests of CPMC.

6.8.2 A vote at a General Meeting to expel a Member shall require a Special Resolution, excluding the Member the subject of the proposed expulsion. Any such vote is final and conclusive and binding on the Member and cannot be subject to any challenge whatsoever. The Secretary must give written notice of CPMC's decision to the expelled Member.

6.9 **Readmission to Membership**

A former member may later apply to the Council to be readmitted as a Member. Any monies owing by that former Member must be paid in full as a pre-requisite to the consideration of any application for readmission. The Board, with the Unanimous agreement of the Council, may reinstate that Member's Membership upon payment of all arrears and any Re-application Fee.

7 GENERAL MEETINGS

7.1 Annual General Meeting

7.1.1 A General Meeting, called the Annual General Meeting, of the Members must be held in accordance with the Act and the ACNC Act.

7.1.2 Subject to clause 7.1.3, the Board will determine the time and the place of the Annual General Meeting.

7.1.3 The company may hold a General Meeting at two or more venues and/or using any virtual meeting platform or using a virtual meeting platform only, where the platform gives Members a reasonable opportunity to participate, including to hear and be heard.

7.1.4 Anyone using the meeting platform is taken to be present in person at the meeting.

7.1.5 If the General Meeting is held using a virtual meeting platform only, then:

(i) the place of the meeting is taken to be the Office; and

(ii) the time of the meeting is taken to be the time at the Office.

7.1.6 If the General Meeting is held at more than one physical venue (whether or not it is also held using a virtual meeting platform), then:

(i) the place of the meeting is taken to be the main physical venue of the meeting as set out in the notice of the meeting; and

(ii) the time of the meeting is taken to be the time at the main physical venue of the meeting as set out in the notice of the meeting.

7.1.7 The business of an Annual General Meeting may include any of the following, even if not referred to in the notice of meeting;

(i) the consideration of the annual financial statements, report of the Board and auditor's report;

(ii) the ratification of any Director appointments by the Council; and

(iii) the appointment of the auditor.

7.2 Calling General Meetings

7.2.1 The Board may call a General Meeting.

7.2.2 The Board must call a General Meeting if the Board receives a written request from not less than 5% of the Members entitled to vote at a General Meeting and the written request:

(i) states the resolutions to be proposed at the General Meeting; and

(ii) is signed by or on behalf of all the Members making the request.

7.2.3 A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.

7.2.4 A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.

7.2.5 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.

7.2.6 This clause 7.2 does not limit any other right that a Member has to propose a resolution at a General Meeting.

7.2.7 If Members requisition a general meeting in accordance with clause 7.2.2:

(i) the Board must call the General Meeting within 21 days after the request is given to the Board; and

(ii) the meeting must be held within 2 months after the request is given to the Board.

7.2.8 If the Board does not call a General Meeting that was requisitioned by Members in accordance with clause 7.2.2 within 21 days after the request is given to the Board, then not less than 50% of the Members who made the request under clause 7.2.2 may call and arrange to hold a General Meeting and the reasonable costs incurred in doing so will be met by the company.

7.2.9 If the company has been given a notice or request under clause 7.2.2:

(i) in time to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, it must do so at the company's cost; or

(ii) too late to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the company in giving Members notice of the proposed Members' resolution or a copy of the Members' statement. However, at a General Meeting, the Members may pass a resolution that the company will pay these expenses.

7.2.10 The company does not need to send the notice of proposed Members' resolution or a copy of the Members' statement to Members if:

(i) it is more than 1000 words long;

(ii) the Board considers it may be defamatory;

(iii) clause 7.2.9(ii) applies, and the Members who proposed the resolution or made the request have not paid the company enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to Members; or

(iv) in the case of a proposed Members' resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

7.3 **Member Resolutions without meetings**

7.3.1 Subject to clause 7.3.3 the Board may put a resolution to the Members to pass a resolution without a General Meeting being held.

7.3.2 The Board must notify the auditor (if any) as soon as possible that a resolution has or will be put to Members and set out the wording of the resolution.

7.3.3 The company cannot pass Member resolutions for the below without holding a meeting:

(i) a resolution to remove an auditor or remove a Director;

(ii) passing a special resolution; or

(iii) where the Act or the ACNC Act or this Constitution requires a meeting to be held.

7.3.4 A resolution is passed if all the Members entitled to vote on the resolution sign or agree to the resolution, in the manner set out in clause 7.3.5 or 7.3.6.

7.3.5 Members may sign:

(i) a single document setting out the resolution and containing a statement that they agree to the resolution; or

(ii) separate copies of that document, as long as the wording is the same in each copy.

7.3.6 The company may send a resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

7.4 **Members' Meeting Notice Requirements**

7.4.1 At least 21 days' notice must be given of a meeting of Members unless the Act permits shorter notice.

7.4.2 Subject to clause 7.1.7, a notice of a meeting of Members must;

(a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and

(b) state the general nature of the meeting's business; and

(c) if a Special Resolution is to be proposed at the meeting - set out an intention to propose the Special Resolution and state the resolution; and

(d) if a Member is entitled to appoint a proxy - contain a statement setting out the following information;

(i) that the Member has a right to appoint a proxy; and

(ii) the categories of persons who are eligible to act as a proxy.

7.5 **Quorum at a General Meeting**

7.5.1 Business may not be transacted at a General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business and while business is being conducted.

7.5.2 Except as otherwise set out in this Constitution, at least two-thirds of the Member Representatives present in person or by proxy and entitled to vote at a General Meeting is a quorum.

7.5.3 If a quorum is not present within 15 minutes of the time appointed for a General Meeting, or a longer period allowed by the Chairperson, the meeting will stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Chairperson.

7.5.4 At an adjourned meeting, if a quorum is not present within 15 minutes of the time appointed for the meeting, the meeting is dissolved.

7.6 General Meeting Chairperson

7.6.1 A General Meeting will be chaired by:

(i) the Chairperson; or

(ii) if the Chairperson is absent or unable or unwilling to act, a current President Director who is present at the meeting, elected by the Member Representatives present at the meeting; or

(iii) if there is no current President Director present or they are unwilling to act as chair, a Member Representative present at the meeting, elected by the Member Representatives present at the meeting.

In the remainder of this clause 7, a reference to Chairperson is a reference to the person chairing the General Meeting according to clause 7.6.1.

7.6.2 Subject to this Constitution, the Chairperson's ruling on all matters relating to the order of business and the procedure and conduct of a General Meeting (including any poll or ballot) is final and no motion of dissent from a ruling of the Chairperson may be moved.

7.7 Adjournment of General Meetings

7.7.1 The Chairperson may, with the consent of any meeting at which a quorum is present, and must if directed by the meeting, adjourn the meeting to another time and to another place.

7.7.2 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

7.7.3 Unless the Chairperson or the meeting directs otherwise, notice need not be given of the time and place of an adjourned meeting.

7.8 Voting at General Meetings

7.8.1 At a General Meeting, a resolution put to the vote of the meeting is decided on a show of hands unless a ballot is (before or on the declaration of the result of the show of hands) demanded, or in such other manner as is decided by the Chairperson to be reasonable in the circumstances.

7.8.2 Subject to this Constitution, every Member Representative present in person (but not by proxy) has one vote on a show of hands and every Member Representative present in person or by proxy has one vote on a ballot.

7.8.3 If there is an equality of votes, whether on a show of hands or on a ballot, where the Chairperson is also a Member Representative, the Chairperson does not have a casting vote in addition to the Chairperson's deliberative vote as a Member Representative.

7.8.4 An objection to the qualification of a voter must be referred to the Chairperson who must rule on the objection before a vote is taken.

7.8.5 If a ballot is not duly demanded, a declaration by the Chairperson that a resolution has on a show of hands (or by such other manner as determined by the Chairperson to be reasonable) 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 General Meetings, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in support of or against the resolution.

7.9 **Conduct of a Ballot**

7.9.1 A ballot may not be taken on the election of a Chairperson or on a question of adjournment.

7.9.2 A ballot may be demanded by:

(i) the Chairperson; or

(ii) any 5 Members present in person or by proxy entitled to vote; or

(iii) not less than 5% of the Member Representatives entitled to vote at a general meeting and who are present.

7.9.3 The demand for a ballot may be withdrawn.

7.9.4 The demand for a ballot does not prevent the continuance of a meeting for the transaction of business other than the question on which the ballot is demanded.

7.9.5 If a ballot is duly demanded, it must be taken in the manner and at such time as the Chairperson directs.

7.9.6 The result of the ballot is to be recorded as the resolution of the meeting on the question or issue concerned.

7.10 **Proxies for General Meetings**

7.10.1 A Member can appoint the Chairperson or another Member Representative as a proxy if the Member's Member Representative is unable to attend a general meeting.

7.10.2 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and where the document so provides, the proxy must vote on the resolution in the manner specified in the document.

7.10.3 The document appointing a proxy and any power of attorney or other authority (if any) under which the proxy is signed (or a copy of that power or authority certified to be a true copy by a legal practitioner or justice of the peace) must be given to the Secretary at the Office or at another place specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting.

7.10.4 A vote given in accordance with the terms of a document appointing a proxy is valid despite the occurrence of any one of the following events if no notice in writing of any of those events has been received by the Secretary before the commencement of the meeting or adjourned meeting at which the document is used:

(i) the revocation of the instrument or of the authority under which the instrument was executed; or

(ii) the termination of membership of the Member.

7.11 **Only Financial Members may Vote at General Meetings**

7.11.1 No Member is entitled to:

(i) be represented;

(ii) vote on any question either personally or by proxy; or

(iii) be counted in a quorum,

at any General Meeting if that Member's Subscription remains unpaid and has been outstanding beyond the due date by more than 30 days.

8 POWERS AND DUTIES OF THE BOARD

8.1 Manage General Business of the CPMC

8.1.1 The business of CPMC will be managed by the Board which may exercise all the powers of CPMC as are not, by the Act or by this Constitution, required to be exercised by CPMC in General Meeting or by the Council in accordance with this Constitution.

8.1.2 In managing the business of CPMC the Board is responsible for:

(i) Developing and refining the strategy for approval by the Council and prioritising the strategic workplan, mindful of the resources available to CPMC;

(ii) Developing annual business plans and budgets, aligned to the approved strategy, for endorsing by the Council and managing the business in accordance with these once they have been approved;

(iii) Implementing the strategic workplan of CPMC;

(iv) Undertaking governance and administration of CPMC;

(v) Establishing policies and procedures for the effective and efficient operation of CPMC, including by making By-laws;

(vi) Appointing and managing the Chief Executive Officer (CEO) of CPMC.

8.1.3 No resolution or By-law made by CPMC in General Meeting invalidates any prior act of the Board which would have been valid if that resolution or By-law had not been passed or made.

8.1.4 The Board may invest the funds of CPMC not immediately required for the purposes of CPMC in any one or more of the modes of investment from time to time authorised by law for the investment of trust funds.

8.1.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to CPMC shall be signed, drawn, accepted, endorsed or otherwise executed as the Board from time to time determines.

8.2 Power to Make By-laws

8.2.1 Subject to clauses 8.2.3 and 8.2.4, the Board has power from time to time with the agreement of the Council by Consensus to make, amend and repeal all such By-laws as it deems necessary or desirable for the proper conduct and management of CPMC, the regulation of its affairs and the furtherance of its objectives.

8.2.2 Without in any way limiting the power of the Board under clause 8.2.1, the Board may, with the agreement of Council by Consensus, make, amend and repeal By-laws which:

(i) define any further criteria for Membership and the rights and benefits, duties and obligations of Members;

(ii) regulate all matters relating to applications for and admission to Membership of CPMC not otherwise provided for in this Constitution;

(iii) define and regulate the procedure and order of business of General Meetings of CPMC and meetings of the Council, to the extent to which this is not provided for in this Constitution; or

(iv) define and regulate the functions, duties and responsibilities of any Director, officer or member of the Council of CPMC to the extent to which they are not provided for in this Constitution.

8.2.3 No By-law can be inconsistent with, nor will it affect a repeal or modification of, anything contained in the Constitution.

8.2.4 Any By-law made by the Board may be set aside by a Special Resolution of a General Meeting.

8.2.5 Subject to clause 8.2.4, all By-laws are binding upon all Members. A record of By-laws must be kept in such place as the Board will appoint for that purpose.

8.3 **Composition of the Board**

8.3.1 The Board will comprise not less than seven (7) nor more than nine (9) Directors.

8.3.2 The Board will be constituted by:

8.3.2.1. The Chairperson (who must be a Fellow); and

8.3.2.2. The Chairperson-elect or the Immediate Past Chairperson and President (who in either case must be a Fellow); and

8.3.2.3. Between one (1) and two (2) current President Directors (who must be Fellows); and

8.3.2.4. Between one (1) and two (2) past President Directors (who must be Fellows); and

8.3.2.5. Up to two (2) CEO Directors; and

8.3.2.6. Up to two (2) Independent Directors.

8.3.3 Subject to clause 8.3.1 and 8.3.2, the number of directors and the composition of the Board will otherwise be determined by the Council, and the Directors will be selected and appointed in accordance with By-laws. Director appointments are to be ratified by ordinary resolution of a General Meeting.

8.3.4 For a period of up to 12 months from the adoption of this Constitution (**Adoption Date**), By-laws may be established which provide for the transition of the Council and Committee in force immediately before the Adoption Date to the Council and Board under this Constitution. The By-laws may, if expressly stated, override the composition of the Council under clause 9 and the composition of the Board under clause 8 solely for the purposes of achieving a smooth transition.

8.4 **Removal of Board Members**

A Board member may be removed from office by ordinary resolution of a General Meeting.

8.5 **Termination of Office of Board Members**

The office of a Board member becomes vacant if the Board member:

(a) resigns that office by notice in writing to CPMC;

(b) is removed from office by operation of the Act or clause 8.4;

(c) reaches the end of their Term, unless they are reappointed in accordance with the By-laws;

(d) becomes ineligible to be a Director of the company under the Act or the ACNC Act;

(e) is a current President Director and the representative of a Member which ceases for any reason to be a Member;

(f) is, subject to any By-laws, a current President Director and ceases to be the duly nominated representative of a Member;

(g) becomes a person whose estate or person is liable to be dealt with in any way under the law relating to mental health or disability;

(h) is absent from two consecutive meetings of the Board (other than meetings of the Board called on less than 48 hours' notice) without leave of absence; or

(i) is directly or indirectly interested in any contract or proposed contract with CPMC and fails to declare that interest in the manner required by the Act (or at the first meeting of the Board after the relevant facts have come to the Board member's knowledge) and the Board determines that the Board member should no longer be a Board member.

8.6 **Vacancy on the Board**

The Board may, and must to comply with clause 8.3.1, fill a vacancy by the Board appointing a Director until the next scheduled Director appointment cycle.

8.7 **Board Member's Interest**

8.7.1 This clause 8.7 applies if:

(a) a Board member has an interest or duty in relation to a matter that is not a material personal interest; or

(b) a Board member with a material personal interest in relation to CPMC's affairs:

(i) complies with the requirements of the Act and the ACNC Act in relation to disclosure of the nature and extent of the interest and its relation to CPMC's affairs before acting in a matter that relates to the interest; or

(ii) does not have to disclose his or her material personal interest to the other Board members under the Act and the ACNC Act.

8.7.2 Subject to clause 8.7.1, the Board member is not in breach of his or her duties to CPMC merely because they act in matters that relate to the Board member's interest.

8.7.3 In relation to any transactions that relate to the Board member's interest:

(i) the transactions may proceed;

(ii) CPMC cannot avoid the transactions merely because of the Board member's interest; and

(iii) the Board member may, subject to clause 5.1.2, retain benefits under the transactions despite the Board member's interest.

8.8 **Participation by Interested Board Member**

8.8.1 This clause 8.8 applies to a Board member who has a material personal interest in a matter that is being considered at a Board meeting.

8.8.2 Subject to clause 8.8.5, the Board member must not:

(i) be present while the matter is being considered at the meeting; or

(ii) vote on the matter.

8.8.3 The Board member is not in breach of their duty to CPMC merely because they do not act in relation to the matter.

8.8.4 The Board may vote on matters that relate to the Board member's interest in the Board member's absence.

8.8.5 The prohibition in clause 8.8.2 does not apply if:

(a) the Board member does not have to disclose his or her material personal interest to the other Board members under the Act or the ACNC Act; or

(b) Board members who do not have a material personal interest in the matter have passed a resolution that:

(i) identifies the Board member, the nature and extent of the Board member's interest in the matter and its relation to the affairs of CPMC; and

(ii) states that those Board members are satisfied that the interest should not disqualify the Board member from voting or being present.

8.9 **Power to Delegate**

8.9.1 The Board may delegate any of its powers (other than that of delegation) to sub-committees comprising persons appointed by the Board or to any other person engaged or employed by company.

8.9.2 The Board may revoke any delegation of its powers.

8.9.3 Any sub-committee or any person exercising the delegated power of the Board must comply with any conditions or limitations imposed by the Board.

8.10 **Remuneration of Board Members**

8.10.1 No Director can be appointed to any salaried office of the company without the Unanimous agreement of the Members in a General Meeting.

8.10.2 Remuneration in the form of directors' fees may be paid by the company to individual Directors for performing their duties and responsibilities as a Director of the company, so long as the level of remuneration is reasonable and not excessive and does not jeopardise the eligibility status for the company to remain a registered charity under the ACNC Act with DGR Status.

8.10.3 The level of remuneration payable to individual Directors shall be determined by a Unanimous resolution voted on by the Members at a General Meeting of the company.

8.10.4 Payments can be made to Directors as follows:

(a) the payment in good faith of:

(i) remuneration to any Board member for services actually rendered to CPMC, other than as a Director;

(ii) an amount to any Board member in return for any services actually rendered to CPMC, or for goods supplied, in the ordinary course of business;

(iii) interest (at a rate not exceeding any rate which may at any time be fixed for the purpose of this paragraph by By-law but not exceeding the highest rate charged by trading banks carrying on business in Australia on overdraft accounts of less than $100,000) on money borrowed from any Board member; or

(iv) reasonable rent for premises let by any Board member.

(b) CPMC is not prohibited from providing services or information to Members on terms which are different from the terms under which services or information are provided to persons who are not Members.

8.11 **Representation of CPMC**

8.11.1 The Board may authorise any sub-committee or individual to represent CPMC before any government or governmental body or committee or to make statements or express views on behalf of CPMC. The authority may be given generally or for a specific situation and may be given on such conditions as the Board thinks fit.

8.11.2 Unless duly authorised to do so under this clause 8.11, no member of the Board or of the Council may make any statement or express any view which purports to be a statement or view of CPMC or as having been made or expressed on behalf of or with the concurrence of CPMC.

8.12 **Meetings of the Board**

8.12.1 The Board may meet for the transaction of business and adjourn and otherwise regulate its meetings as it thinks fit.

8.12.2 The Secretary must convene a meeting of the Board on the requisition of the Chairperson or any 2 Board members.

8.12.3 At least 24 hours' notice of a meeting of the Board must be given to each Board member specifying the place, time and date of the meeting and the general nature of items to be discussed.

8.12.4 Shorter notice may be given if at least 75% of the Board members agree or if the Chairperson considers that the business of the meeting is urgent.

8.13 **Quorum**

8.13.1 The quorum necessary for the transaction of the business of the Board is a majority of the Board members.

8.13.2 If at any time the number of Board members is less than seven (7), the Board may meet only for the purpose of filling any casual vacancies or for calling a General Meeting.

8.13.3 The Board may otherwise act notwithstanding any vacancy on the Board.

8.14 **Chairperson**

8.14.1 The Chairperson may Chair all Board meetings.

8.14.2 If the Chairperson is not present at any meeting of the Board within fifteen minutes after the time appointed for holding the meeting or if they are unwilling to chair the meeting, the Chairperson-elect or the Immediate Past Chairperson will chair the meeting or if they are not present or do not wish to chair the meeting, the Board members present shall appoint another Board member present to chair that meeting.

8.15 **Voting**

8.15.1 Subject to clause 8.15.3, questions arising at a meeting of the Board shall be decided by a majority of votes of the Board members present and voting. A decision by a majority of the Board members present and voting is for all purposes a decision of the Board.

8.15.2 Any decision proposed in respect of any item of business listed for discussion on the agenda for, or raised during the course of any Board meeting, may be referred for the approval of the Council by Consensus before that decision may be implemented. Referral to the Council must occur either by decision of the Board or at the request of at least 30% of the Directors.

8.15.3 The Chairperson of the meeting has a casting vote in addition to a deliberative vote where there is an equality of votes.

8.16 **Written Resolution**

8.16.1 A written resolution signed or approved by electronic mail or electronic signature by Board members in accordance with this Constitution is taken to be a decision of the Board members passed at a meeting of the Board members duly convened and held.

8.16.2 The written resolution may consist of:

(i) several documents in like form, each signed by one or more Board members and, if so signed, takes effect on the last date on which a Board member signs one of the documents; or

(ii) the printed record of several electronic mail messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Board member sends such a message.

8.17 **Telephone or Video Conference / Online Meetings**

A meeting of the Board may be held with one or more of the Board members taking part by telephone or other means of audio or audio-visual communication provided each of the Board members participating in the communication is able to read the written contributions or hear

each of the other participating Board members. A meeting of the Board may only be held in this manner where all of the Board members (other than any Committee member on leave of absence) have access to the communication facilities to be used for the meeting.

8.18 **Defects in Appointment or Qualification of a Board Member**

All acts done in good faith by a meeting of the Board or of a sub-committee of the Board or by any person acting as a Board member, sub-committee member or office bearer of CPMC will be valid and effective notwithstanding that it is afterwards discovered that there was some defect in the appointment of that person or that the person was disqualified from acting for any reason.

9 COMPOSITION OF THE COUNCIL

The Council will comprise the Chairperson and each Member Representative, such Member Representative being a current President or equivalent office holder of the Member in accordance with clause 9. All members of the Council, including the Chairperson will have one (1) vote each on Council.

9.1 **Powers and duties of the Council**

Council has the power and duty of:

(i) Setting the strategic direction of CPMC by approving the Board's strategy;

(ii) Endorsing the Board's budgets and business plans;

(iii) Providing a forum for discussion among the Members;

(iv) Providing opportunities for engagement between CPMC and government agencies, other health organisations, and third party stakeholders;

(v) Determining membership of CPMC in accordance with this Constitution;

(vi) Undertaking all other things or exercising all other powers expressly conferred on the Council under this Constitution or expressly conferred on the Council by resolution of the Board or by the Members in a General Meeting in accordance with this Constitution; and

(vii) Appointing Directors to the Board.

9.1.2 Each Member Medical College may also send a Chief Executive Officer, Manager, or other administrative officer to attend those meetings where the Council, through the Chairperson, indicates this is appropriate. That person may participate in discussions but will not have voting rights.

9.1.3 Each Member Medical College will appoint its Member Representative, who must be the President or equivalent office holder of the Member Medical College in accordance with procedures determined by that Member Medical College.

9.1.4 If a Member Representative is absent at any meeting, the Member may send an alternate representative (who must be a Fellow) in their place to participate, speak and vote at the meeting.

9.1.5 A Member Medical College may change their Member Representative at any time.

9.1.6 The Council may request in writing that a Member Medical College replace their Member Representative if that Member Representative does not comply with this Constitution or any By-law or any Code of Conduct.

9.2 **Meetings of the Council**

9.2.1 The Council may meet to transact business and adjourn and otherwise regulate its meetings as it thinks fit. Unless otherwise determined by the Chairperson or by the Council, all Board Members shall be entitled to attend Council meetings as observers but will not have a vote. Any Member Representatives who are also Board members will retain their right to vote as a Member Representative.

9.2.2 The Secretary must convene a meeting of the Council on the requisition of the Chairperson and President or any 2 Council members.

9.2.3 At least 7 days' notice of a meeting of the Council must be given to each Council member and, where it has not been determined that Board members should not be in attendance, each Board member specifying the place, time and date of the meeting and the general nature of items to be discussed.

9.2.4 Shorter notice may be given if at least 75% of the Council members agree or if the Chairperson and President considers that the business of the meeting is urgent.

9.3 **Quorum**

9.3.1 The quorum necessary to transact business of the Council is a majority of the Council members.

9.3.2 The Council may act notwithstanding any vacancy on the Council.

9.4 **Chairperson**

9.4.1 The Chairperson is entitled to chair all meetings of the Council.

9.4.2 If the Chairperson is not present at any meeting of the Council within fifteen minutes after the time appointed for holding the meeting or if they are unwilling to chair the meeting, the Chairperson-elect or the Immediate Past Chairperson will chair the meeting or if they are not present or do not wish to chair the meeting,, the Council members present shall appoint another Council member present to chair that meeting.

9.4.3 In the remainder of this clause 9, a reference to Chairperson is a reference to the person chairing the Council according to clause 9.4.

9.5 **Voting**

9.5.1 Unless specified otherwise in this Constitution or pursuant to clause 9.6.2, all decisions of the Council requires an affirmative vote of a majority of the Council members present and voting at the relevant meeting.

9.5.2 The Chairperson of the Council meeting does not have a casting vote in addition to a deliberative vote where there is an equality of votes.

9.6 **Consensus**

9.6.1 CPMC is a voluntary grouping of Medical Colleges which should act by consensus of its Members in its advice to outside agencies or government and in its public statements. The

Council is the primary mechanism to offer opportunities for Member Medical Colleges through the Member Representatives to interact with each other and with outside bodies and stakeholders.

9.6.2 Subject to this Constitution and the Act, Council may from time to time, by Consensus, determine those matters which are reserved for the decision of the Council and of those, which matters require a Majority, Consensus or Unanimous decision.

9.6.3 Where requested by a Member Representative, public statements made in the name of CPMC relating to matters reserved for the decision of the Council must reflect whether the view was a Majority, Consensus, or Unanimous view of CPMC.

9.6.4 The role of the Council in this context is to:

(i) provide the opportunity for Member Representatives to develop Consensus;

(ii) attempt to develop a Consensus among the Member Colleges and then represent that Consensus to outside agencies; and

(iii) indicate issues where individual Member Colleges may have significant differences from the majority view, and where a Consensus cannot be developed.

9.6.5 Membership of CPMC does not preclude any Member Medical College from pursuing its own relationships/agenda with government or community organisations. However, each Member College undertakes to advise the Council through its Member Representative of major issues that it may be pursuing independently, where these are relevant to the business of CPMC.

9.7 Written Resolution

9.7.1 A written resolution signed or approved by electronic mail or electronic signature by Council members in accordance with this Constitution is taken to be a decision of the Council members passed at a meeting of the Council duly convened and held.

9.7.2 The written resolution may consist of:

(i) several documents in like form, each signed by one or more Council members and, if so signed, takes effect on the last date on which a Council member signs one of the documents; or

(ii) the printed record of several electronic mail messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Council member sends such a message.

9.8 Telephone or Video Conference / Online Meetings

9.8.1 A meeting of the Council may be held with one or more of the Council members taking part by telephone or other means of audio or audio-visual communication provided each of the Council members participating in the communication is able to read the written contributions or hear each of the other participating Council members. A meeting of the Council may only be held in this manner where all of the Council members (other than any Council member on leave of absence) have access to the communication facilities to be used for the meeting.

9.9 **Defects in Appointment or Qualification of a Council Member**

9.9.1 All acts done in good faith by a meeting of the Council or by any person acting as a Council member will be valid and effective notwithstanding that it is afterwards discovered that there was some defect in the appointment of that person or that the person was disqualified from acting for any reason.

9.10 **Payments to Council Members**

9.10.1 No remuneration or other benefit in money or money's worth shall be paid or given by CPMC to any Council member (in that capacity) except:

(i) for the payment of out-of-pocket expenses incurred by the Council member in the performance of any duty as Council member, where the amount payable is approved by the Board and does not exceed any amount previously approved by the Council; or

(ii) for payment for any service rendered to CPMC by the Council member in a professional or technical capacity, other than in the capacity of Council member, where the provision of the service has the prior approval of the Board and where the amount payable does not exceed any amount previously approved by the Council and commercially would be reasonable payment for the service.

9.10.2 No Council member may in that capacity be appointed to any salaried office of CPMC or any office of CPMC paid by fees.

10 CHAIRPERSON AND PRESIDENT

10.1 **Term of Chairperson / President**

10.1.1 The Chairperson will be both the chair of the Board and the President of the Council. The Chairperson will also chair General Meetings of the Members as set out in this Constitution.

10.1.2 The Chairperson will be appointed by the Board and the appointment ratified by the Members in accordance with this Constitution. The term of appointment of the Chairperson shall be not more than two (2) years and the Chairperson can not serve more than two (2) terms. A person may not serve as Chairperson more than once in their lifetime. To avoid doubt:

(i) the Chairperson holds office from 1 January in the year in which they commence as Chairperson until 31 December in the year following the year in which they commenced their term as Chairperson; and

(ii) the Chairperson can serve an additional term of two years following their first term; and

(iii) at the time of appointment, the Chairperson must not be a Medical College President and must be either the Chairperson-elect or have been a Current President Director within the past two (2) years or have been a past President Director within the past two (2) years. .

10.1.3 A Chairperson may be appointed for a term of less than but not more than two (2) years, and where this is the case, the term will end on the date specified at the time of appointment.

10.1.4 In the year prior to the year in which the Chairperson's last term expires, a Board meeting must be held at which the Board members will appoint a Chairperson-elect.

10.1.5 The Chairperson-elect will be appointed for a term of one (1) year, which term can be extended at the Board's discretion for one (1) additional year. At the time of appointment the

Chairperson-elect must be a current President Director whose term as President of their Member Medical College will end during their term as Chairperson-elect or have been a current President Director within the past two (2) years or a past President Director within the past two (2) years.

10.1.6 Prior to the Annual General Meeting in the year in which the Chairperson's term expires, the Board will appoint a new Chairperson. The Chairperson may be the Chair-elect or any other person selected by the Board who meets the criteria required under this Constitution or the By-laws.

10.1.7 At the Annual General Meeting in the year in which the Chairperson's term expires, the Members must vote to confirm or otherwise the appointment of the Chairperson appointed by the Board.

10.1.8 If the appointment of the Chairperson is not ratified by the Members, the Members must appoint another person to be the Chairperson in accordance with this Constitution.

10.1.9 .

10.2 **Casual Vacancy**

10.2.1 In the event of a casual vacancy in the office of Chairperson, the Board may appoint to the vacant office another Board member and the Board member so appointed may continue in that office up to and including the day of the Annual General Meeting next succeeding his or her appointment.

10.2.2 Time in office as Chairperson following appointment to fill a casual vacancy does not count towards the limit in clause 10.1.2.

11 CHIEF EXECUTIVE OFFICER

The Board may appoint a Chief Executive Officer (CEO) for such term, at such remuneration and upon such terms and conditions as it may think fit and may delegate aspects of operational responsibility to the Chief Executive Officer. The Chief Executive Officer must report to the Board and may be removed by the Board.

12 SECRETARY

12.1.1 The Board must appoint a Secretary for the purposes of the Act who may be:

(a) the Chief Executive Officer; or

(b) a Board member appointed as an Honorary Secretary if the office of Chief Executive Officer is vacant; or

(c) such other person as the Board determines is appropriate.

12.1.2 Unless directed otherwise by the Chairperson, the Secretary must attend all General Meetings and meetings of the Board, the Council and Board sub-committees and must keep a record of the proceedings of those meetings.

12.1.3 The Secretary must cause minutes to be made of the:

(a) appointments of all Directors;

(b) names of all Directors present at all meetings of the Board;

(c) names of all Directors and Member Representatives present at all Council meetings;

(d) names of all Directors and Member Representatives and other persons present at all General Meetings; and

(e) proceedings at all meetings of the Board and the Council and General Meetings.

12.1.4 The Secretary must cause draft minutes of all General Meetings, Board meetings or Council meetings to be promptly circulated to all Members, Board members or Council members respectively for information and approval, subject to the Act.

12.1.5 Subject to the Act and any objection, the Chairperson of the meeting or the Chairperson of the next such meeting must sign the minutes to certify that they are a true and correct record of the proceedings of the meeting.

12.1.6 Subject to approval by the Chairperson and in accordance with such rules as may from time to time be imposed on him or her by the Board, the Secretary will be entitled to attend and speak at all General Meetings, meetings of the Board, the Council and all Board sub-committees but does not have the right to vote at meetings in their capacity as Secretary.

13 DISPUTE RESOLUTION

13.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this Constitution between a Member or Director and:

(a) one or more Members;

(b) one or more Directors; or

(c) the company.

13.2 A Member is not entitled to start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 14 until the disciplinary procedure is completed.

13.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within a timeframe agreed by those involved.

13.4 If those involved in the dispute do not resolve it under clause 13.3, they must within 10 days (or within such other timeframe agreed by those involved):

(a) tell the Council and the Board about the dispute in writing;

(b) agree or request that a mediator be appointed, and

(c) attempt in good faith to settle the dispute by mediation.

13.5 The mediator must:

(a) be chosen by agreement of those involved, or

(b) where those involved do not agree:

(i) for disputes between members, a person chosen by the Council, or

(ii) for other disputes, a person chosen by the president of the law institute or society in the state or territory in which the company has its Office.

13.6 The costs of mediation will be borne by those participating in the mediation.

13.7 A mediator chosen by the Council under clause 13.5(b)(i):

(i) may be a current or former Member Representative;

(ii) must not have a personal interest in the dispute; and

(iii) must not be biased towards or against anyone involved in the dispute.

13.8 When conducting the mediation, the mediator must:

(a) allow those involved a reasonable chance to be heard;

(b) allow those involved a reasonable chance to review any written statements;

(c) ensure that the mediation is conducted in a manner free from bias; and

(d) not make a decision on the dispute.

14 DISCIPLINING MEMBERS

14.1 The Council may by Consensus resolve to warn, suspend, or expel a Member from the company if the Council considers that:

(a) the Member has breached this Constitution; or

(b) the Member's behaviour, or the behaviour of the Member's Representative, is causing, has caused, or is likely to cause harm to the company.

14.2 At least 14 days before the Council meeting at which a resolution under clause 14.1 will be considered, the Secretary must notify the Member in writing:

(a) that the Council is considering a resolution to warn, suspend or expel the Member;

(b) that this resolution will be considered at a Council meeting and the date of that meeting;

(c) what the Member is said to have done or not done;

(d) the nature of the resolution that has been proposed; and

(e) that the Member may provide an explanation to the Council, and details of how to do so.

14.3 Before the Council passes any resolution under clause 14.1, the Member must be given a chance to explain or defend themselves by:

(a) sending the Council a written explanation before that Council meeting; and/or

(b) speaking at the meeting.

14.4 After considering any explanation under clause 14.3, the Council may by Consensus decide to:

(a) take no further action;

(b) warn the Member;

(c) suspend the Member's rights as a Member for a period of no more than 12 months;

(d) expel the Member; or

(e) refer the decision to an unbiased, independent person on conditions that the Council considers appropriate (however, the person can only make a decision that the Council could have made under this clause).

14.5 The Council cannot fine a Member.

14.6 The Secretary must give written notice to the Member of the decision under clause 14.4 as soon as possible.

14.7 Disciplinary procedures must be completed as soon as reasonably practical.

14.8 There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

15 ACCOUNTS

15.1 CPMC to Keep Accounts

The Board must cause proper books of account to be kept in accordance with the Act and the ACNC Act.

15.2 Where Accounts to be Kept

The books of account must be kept at the Office or, subject to the Act and the ACNC Act, at such other place or places as the Board thinks fit.

15.3 Accounts Open for Inspection

15.3.1 The books of account must always be open for the inspection of Board members.

15.3.2 Subject to the Act and the ACNC Act, the Board may from time to time determine at what times and places and under what conditions the accounts and books of CPMC or any of them may be open for inspection by Members.

15.4 Annual Accounts

The Board must cause to be prepared, circulated to and laid before the Members in general meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as are from time to time required by the Act and the ACNC Act.

16 AUDIT

16.1 Auditors of CPMC must be appointed and removed and their duties regulated in accordance with the Act and the ACNC Act.

16.2 Any auditor is entitled to attend and address a general meeting, including the Annual General Meeting.

16.3 The company must give the auditor (if any) any communications relating to the general meeting that a Member of the company is entitled to receive.

17 NOTICES

17.1 Means of Giving Notices

17.1.1 A notice pursuant to this Constitution must be given in writing and may be sent by:

(i) mail (postal service); or

(ii) electronic mail,

to the appropriate address or email address of the addressee.

17.1.2 A Board member, Secretary or other person authorised by the Board may give notices on behalf of CPMC. The signature on a notice given by CPMC may be written, photocopied, printed or stamped.

17.1.3 Notices given to CPMC must be marked for the attention of the Secretary.

17.2 Address for Service

The address for service is:

(a) in the case of a Member or Council member, the street address (or postal address, electronic mail address in the case of postal or electronic mail dispatch) of the Member or Council member specified in the Register; and

(b) in the case of CPMC, the address (or any postal address or, electronic mail address in the case of postal or electronic dispatch) of the Office for the time being specified on the official stationery of CPMC.

17.3 Notification of Change of Address

17.3.1 If the street address, postal address or electronic mail address of a Member changes, the Member must promptly give notice of the change to CPMC.

17.3.2 CPMC must promptly notify Members of any change in its address.

17.4 Time Notices are Effective

Except if a later time is specified in this Constitution dealing with a notice or other communication, a notice is to be regarded as given, served, received and as having come to the attention of the addressee:

(a) if delivered to the street address of the addressee, at the time of delivery; or

(b) if it is sent by post to the street address or postal address:

(i) if the notice is notice of a meeting – on the first business day after sending;

(ii) otherwise – on the third (or fifth if outside Australia) business day after sending;

unless it is actually delivered earlier; or

(c) if sent by electronic mail to the electronic mail address of the addressee, at the time transmission is completed.

17.5 **Proof of Giving Notices**

17.5.1 Proof of the sending of a notice by electronic mail and the time of completion of transmission may be established by production of a transmission report by the machine or computer from which electronic mail was sent which indicated that electronic mail was sent in its entirety to the electronic mail address of the addressee.

17.5.2 A certificate signed by a Board member or Secretary that a notice was delivered or posted at a particular time is conclusive evidence that the notice was delivered or posted at the time.

17.5.3 A certificate signed by a Board member or Secretary that a notice was sent by electronic mail at a particular time and that no "undeliverable mail" message has been received in relation to it is conclusive evidence that the notice was sent and received at that time.

18 WINDING UP AND DGR REVOCATION

18.1 CPMC's surplus assets, after satisfying all liabilities on wind up or dissolution:

(a) must not be paid to or distributed amongst the Members unless eligible under clause 18.2; and

(b) must be paid to one or more eligible recipients as set out in clause 18.2 and 18.3.

18.2 A fund, authority or institution is eligible to receive any surplus under clause 18.1 if it:

(a) has similar not-for-profit and charitable objects to those of CPMC described in this Constitution and situated in Australia;

(b) is required by its constitution to apply its profits or income in promoting its purposes;

(c) prohibits its income and property from being paid to members; and

(d) itself, is exempt from income tax.

18.3 A fund, authority or institution eligible to receive any surplus under clause 18.2 must be determined by the Board before the dissolution of CPMC or failing such determination, by application to an appropriate Court.

18.4 Any surplus gifts, fundraising contributions under Commonwealth taxation Laws and money received because of those gifts or contributions, must be transferred to eligible recipients selected pursuant to clause 18.3 on the earlier of:

(a) CPMC's DGR Status being revoked; or

(b) the winding up of CPMC.

19 LIABILITY INSURANCE

To the extent permitted by the Act, CPMC may enter into (and pay premiums on) a contract of insurance in relation to a person who is or has been an officer or agent of CPMC or any other person.

20 INDEMNITY

20.1 Subject to clause 20.3, the company indemnifies current and former Directors, the public officer and the Secretary (**Indemnified Officer**) out of its assets against any Liability arising from a third party claim incurred by the Indemnified Officer in or arising out of:

(a) the conduct of the company's affairs or business; or

(b) the discharge of the Indemnified Officer's duties,

but only to the extent that:

(c) the Indemnified Officer has acted in good faith and is not otherwise entitled or actually indemnified by a third party;

(d) the company is not precluded by Law from doing so;

(e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is not acquitted; and

(f) the Liability is not an Excluded Liability.

20.2 The company may execute any deed in favour of any Indemnified Officer to confirm the indemnities conferred by clause 20.1 in relation to that person.

20.3 Clause 20.1 does not apply:

(a) to an Indemnified Officer if that Indemnified Officer has entered into a deed under clause 20.2; or

(b) if a Liability is covered by payment from an insurer or would be covered by payment from an insurer if no indemnity was conferred or applicable.

20.4 Nothing in this clause 20 restricts or prevents the company from being dissolved, and the company's obligations under this clause 20 are extinguished and terminated:

(a) immediately prior to the passing of a special resolution of the members to voluntarily wind up or deregister the company; or

(b) upon the order of a Court to compulsorily wind up the company.

21 AMENDMENT

21.1 Subject to clause 21.3, the Members may amend this Constitution by passing a Special Resolution.

21.2 Any amendment to this Constitution will take effect from the date of the Special Resolution, or from any later date specified in the resolution.

21.3 The Members must not pass a Special Resolution that amends this Constitution if passing it would mean the company would no longer be a charity or would be in breach of the Act or the ACNC Act or would result in the company losing its DGR Status.