Memorandum of Association and Articles of Association

December 2007
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## Contact details

<table>
<thead>
<tr>
<th>Name</th>
<th>Martin Murley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>General Manager, Strategic Development</td>
</tr>
<tr>
<td>Telephone</td>
<td>+61 3 9207 9600</td>
</tr>
<tr>
<td>Facsimile</td>
<td>+61 3 9639 1616</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:martin.murley@curriculum.edu.au">martin.murley@curriculum.edu.au</a></td>
</tr>
</tbody>
</table>
1.0 Memorandum of Association of Curriculum Corporation

COMPANIES (VICTORIA) CODE
COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
OF
CURRICULUM CORPORATION

1. The name of the Company is Curriculum Corporation (hereinafter called “the Company”).

2. The objects for which the Company is established are:

   2.1 To aid improvement in the quality of education in Australian schools and school systems and to assist in collaborative work undertaken by Members as resolved by the Ministerial Council for Employment Education Training and Youth Affairs (MCEETYA) by:

      a) providing services that will facilitate cooperative curriculum work;
      b) encouraging, in collaboration with State/Territory agencies, more effective use of resources through elimination of unnecessary duplication of effort in curriculum development and the provision of information services;
      c) facilitating communication between curriculum agencies;
      d) managing projects referred by MCEETYA;
      e) providing advice to MCEETYA;
      f) entering into contractual agreements on behalf of MCEETYA as agreed by MCEETYA.

   2.2 To facilitate collaborative curriculum activities as endorsed by Members and in consultation with State and Territory agencies and accrediting Authorities.

   2.3 To enable the Commonwealth to provide support for agreed national initiatives and programs as endorsed by Members.

   2.4 To devise and develop curriculum and assessment materials and assist in the development of professional development materials for teachers in consultation with agencies in States and Territories and New Zealand.

   2.5 To undertake commissioned curriculum development programs.

   2.6 To provide a centralised library catalogue service for Member school systems and schools.

   2.7 To provide for and assist in the pooling, sharing and distribution of curriculum information.

   2.8 To publish, disseminate and market curriculum and assessment materials developed through national collaborative processes and any work of the Company or other materials as may be approved.

   2.9 To establish close working links with relevant national bodies established by MCEETYA and liaise with other national bodies established by MCEETYA with which the Corporation may cooperate in interface projects.

3. For the purpose of these Memorandum and Articles “curriculum” includes matters relating to arrangements schools make for students’ learning and development, the content of school courses, student activities, teaching approaches, methods of teacher and class organisation, development, assessment and reporting and research and policy development of such matters.
4. The mode of operation of the Corporation is to act in support of national curriculum development and assessment activities, particularly collaborative programs. In undertaking its work program the Corporation will:

4.1 be responsive to the needs and requirements of education systems and act in ways which recognise the roles and responsibilities of States, Territories and the Commonwealth and other Members;

4.2 conduct its agreed programs in a manner that is consonant with the activities of the Curriculum and Assessment agencies of Members and which enables engagement with tertiary institutions and private service providers.

5. Solely for the purpose of carrying out the aforesaid objects and not otherwise the Company shall be permitted:

5.1 To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith, provided that no member of the Company shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company;

5.2 To subscribe to, become a member of and cooperate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company, provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 6 of this Memorandum;

5.3 To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with any of the objects of the Company, provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;

5.4 To enter into any arrangements with any Government or authority that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out exercise and comply with any such arrangements, rights, privileges and concessions;

5.5 To appoint, employ, remove or suspend such officers, servants and other persons as may be necessary or convenient for the purposes of the Company;

5.6 To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public general or useful object;

5.7 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;

5.8 To invest and deal with money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds;

5.9 To borrow or raise or secure the payment of money in such manner as the Company may think fit and secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charges upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off such securities;
5.10 To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

5.11 To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;

5.12 To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others;

5.13 To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;

5.14 To print or publish by way of newspapers, periodicals, books, leaflets or any electronic medium or other method of recording that the Company may think desirable for the promotion of its objects;

5.15 To purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;

5.16 To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;

5.17 To make donations for patriotic or charitable purposes; and

5.18 To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any wars in which the Commonwealth of Australia is engaged.

Provided that the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the Company would make it a trade union within the meaning of the Trade Unions Act 1958.

The powers set forth in sub-section 67(1) of the Corporations Law shall not apply to the Company except insofar as they are included in this Clause 5.

6. The income and property of the Company whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the members of the Company.

Provided that nothing herein contained shall prevent the payment in good faith or remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any members of the Company or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the Board of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of such Board except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

7. No addition, alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted and approved by the Australian Securities Commission (hereinafter called "the Commission").
8. The sixth, seventh and twelfth paragraphs of this Memorandum of Association contain conditions upon which a licence is granted by the Commission to the Company in pursuance of the provisions of Section 383 of the Corporations Law. For the purpose of preventing any evasion of the provisions of the said paragraphs the Commission may from time to time on the application of any member of the Company and on giving notice to the Company of its intention so to do and after affording the Company an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the Company.

9. The liability of the members is limited.

10. Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding One Hundred Dollars ($100.00).

11. If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and whose Memorandum of Association or constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of the dissolution and in default thereof by application to the Supreme Court of Victoria for determination.

12. True accounts shall be kept of the sums of money received and expended by the Company and the manner in respect of which such receipt and expenditure takes place, and of the property, assets and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same, that may be imposed in accordance with the Articles of Association for the time being in force, shall be open to the inspection of the members. Once at least every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Corporations Law.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.
2.0 Articles of Association of Curriculum Corporation

ARTICLES OF ASSOCIATION
of
CURRICULUM CORPORATION

1. Interpretation
   In these Articles:
   • “Board” means the board of directors of the Company;
   • “Company” means Curriculum Corporation;
   • “Law” means the Corporations Law;
   • “person” includes any natural person, any body politic including the Commonwealth of Australia, any company, corporation, corporation sole, or body corporate that is incorporated within the Commonwealth and is a public authority or an instrumentality or agency of the Crown;
   • “seal” means the Common Seal of the Company;
   • “Secretary” means any person appointed to perform the duties of a secretary of the Company;
   • “State” means the State of Victoria;
   • Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, electronic reproduction, lithography, photography and other modes of representing or reproducing words in a visible form;
   • Section 110B of the Law applies in relation to these Articles as if they were an instrument made by an authority under a power conferred by the Law as in force on the date on which these Articles become binding on the Company.

2. The Company is established for the purposes set out in the Memorandum of Association.

3. Membership
   3.1 (a) The members of the Company shall be those persons from time to time holding office as the Ministers of the Crown responsible for education in the Commonwealth, the Australian Capital Territory, the Northern Territory, the States of Queensland, Tasmania, South Australia, Victoria, Western Australia and New South Wales; and
   (b) such other persons as the members of the Company shall admit to membership in accordance with these Articles.

3.2 A member may from time to time in writing under the hand of the member or of the member’s attorney duly authorised in writing, or if the member is a corporation either under seal or under the hand of an officer or attorney duly authorised, authorise such person to act as the member’s representative at any meeting of or otherwise for the purpose of the Company and any person so authorised shall be entitled to exercise the same powers (including the power to appoint a proxy) as the member could exercise PROVIDED HOWEVER that the member shall give to the Company notice in writing of the appointment or revocation of appointment and such appointment or revocation of appointment shall not bind the Company until received by it.

4. Every applicant for membership of the Company (other than the subscribers to the Memorandum of Association) shall be proposed by one and seconded by another member of the Company. The application for membership shall be made in writing, signed by the applicant and the proposer and seconder and shall be in such form as the Board from time to time prescribes.
5. At the next meeting of the Company after the receipt of any application for membership, such application shall be considered by the Company, which shall thereupon by resolution determine upon the admission or rejection of the applicant. In no case shall the Company be required to give any reason for the rejection of an applicant.

6. When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of acceptance and a request for payment of the entrance fee and first annual subscription. Upon payment of the entrance fee and first annual subscription the applicant shall become a member of the Company, provided nevertheless that if such payment be not made within two calendar months after the date of the notice, the Company may in its discretion cancel its acceptance of the applicant for membership of the Company.

7. The entrance fee and annual subscription payable by members of the Company shall be such as the Company in general meeting shall from time to time prescribe.

8. All annual subscriptions shall become due and payable at such times and in such manner as the Board shall from time to time prescribe.

9. A member may at any time by giving notice in writing to the Secretary resign as a member of the Company provided that any amount owed by such member to the Company at the time of resignation shall remain due and payable.

10. General Meetings

10.1 An Annual General Meeting of the Company shall be held in accordance with the provisions of the Law.

10.2 At the Annual General Meeting the members shall elect a Chairperson and Vice Chairperson of the Company.

11. A majority of members of the Board may convene a general meeting, and general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Law.

12. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, fourteen days notice at least (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which notice is given) specifying the place the day and the hour of meeting and, in the case of special business, the general nature of that business, shall be given to such persons as are entitled to receive such notices from the Company.

13. For the purpose of Article 12 all business shall be special that is transacted at a general Meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Board and Auditors, the election of the Chairperson and Vice-Chairperson and the appointment of the Auditors, if necessary.

14. Proceedings and General Meetings

No business shall be transacted at any general meeting unless all members are present at the time when the meeting proceeds to business. For the purpose of these Articles, “member” includes a person attending as a proxy or as representing a corporation which is a member or as a representative appointed pursuant to Article 3.2.

15. If within half an hour from the time appointed for the meeting all members are not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting all members are not present within half an hour from the time appointed for the meeting, the meeting shall be abandoned.

16. The Chairperson shall preside as chairperson at every general meeting of the Company, or if there is no Chairperson or the Chairperson is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairperson shall act as chairperson or if the Vice-Chairperson is not present or is unwilling to act then the members present shall elect one of their number to be chairperson of the meeting.
17. The Chairperson may, with the consent of any meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

18.  

18.1 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the Chairperson; or  
(b) by at least three members present in person or by proxy.

The demand for a poll may be withdrawn.

18.2 Unless a poll is so demanded 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 Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

19. If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote. Except where required by Law all resolutions may be passed by a simple majority.

21. A member or a representative of a member appointed pursuant to Article 3.2 may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.

22. No member shall be entitled to vote at any general meeting if the member’s annual subscription shall be more than one month in arrears at the date of the meeting.

23. The instrument appointing a proxy shall be in writing under the hand of the member or of the member’s representative appointed pursuant to Article 3.2 or of the member’s attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member or representative of the member appointed pursuant to Article 3.2 shall be entitled to instruct the proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as the proxy thinks fit.

24. The instrument appointing a proxy may be in the following form or in a common or usual form.
CURRICULUM CORPORATION

PROXY

I, ........................................................................................................................
of ........................................................................................................................
being a member of Curriculum Corporation hereby appoint
........................................................................................................................
of.....................................................................................................................
or failing him/her the Chairman as my proxy to vote for me on my behalf at the (*annual general
meeting or *general meeting) of the Company, to be held on the ..... day of ............ 2.............
and at any adjournment thereof.

My proxy is hereby authorised to vote *in favour of/*against the following resolutions:
(Insert resolutions)

Signed this ................................ day of ........................................ 2____

............................................

Signature of Minister

(NOTE - In the event of the member desiring to vote for or against any resolution the member shall
instruct the proxy accordingly. Unless otherwise instructed, the proxy may vote as the
proxy thinks fit.)

* Strike out whichever is not desired.

25. The instrument appointing a representative under Article 3.2, any instrument appointing a proxy and
the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of
that appointment or power or authority shall be deposited at the registered office of the Company or at
such other place within the State as is specified for that purpose in the notice convening the meeting,
not less than twenty four hours before the time appointed for the taking of the poll and in default the
instrument of proxy shall not be treated as valid. If the Company has facilities for receipt of facsimile
transmission "deposited" shall include the receipt by the Company of a transmitted facsimile of the
appointment, power or authority.

26. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney shall be
valid notwithstanding the previous death or unsoundness of mind of the grantor or the revocation of the
instrument (or of the authority under which the instrument was executed) provided no intimation in
writing of the death, unsoundness of mind or revocation has been received by the Company at the
registered office before the commencement of the meeting or adjourned meeting at which the
instrument is used or the power is exercised.

27. The Board

Unless otherwise determined by the Company in general meeting, there shall be not less than ten nor
more than fifteen persons appointed as Directors of the Company who shall comprise the Board.

28. Each member of the Company may appoint one Director in writing under the hand or seal of the
member.

In addition, the members of the Company shall appoint as Directors (if the proposed Directors
consent):

(i) one nominee of the National Catholic Education Commission;

(ii) one nominee of the National Council of Independent Schools’ Association; and

(iii) two nominees of the Ministerial Council for Employment Education Training and Youth Affairs
(MCEETYA), one representative of teachers and the other representative of parents.
29.

29.1 The Board shall as and when required elect a Chairperson and Vice-Chairperson, and appoint a Secretary and other such office-bearers as it thinks fit.

29.2 Such persons as the Board in its discretion may from time to time determine shall be entitled to receive notice of, attend and speak at meetings of the Board but shall not be entitled to vote on any resolution.

30. The Company may from time to time by resolution passed at a general meeting increase or reduce the number of office-bearers or other members of the Board subject to Article 27.

31.

31.1 Where the office of a Director appointed by a member of the Company in accordance with Article 27 becomes vacant, the appointor may appoint another person to fill the vacancy.

31.2 Where the office of a Director appointed by the members of the Company in accordance with Article 27 becomes vacant, the appointor may appoint another person to fill the vacancy.

31.3 A Director may appoint another person to be an alternate Director in the place of the Director during such period as the Director thinks fit.

31.4 Any person while holding office as an alternate Director shall be entitled to notice of meetings of the Board and if the Director in respect of whom the alternate Director has been appointed is not present at such a meeting, the alternate Director shall be entitled to attend and vote at that meeting.

31.5 An alternate Director may exercise any of the powers that the Director in whose place the alternate Director has been appointed may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by that Director.

31.6 An alternate Director shall vacate office if the Director in whose place the alternate Director has been appointed ceases to be a Director, vacates office or is removed from office as a Director.

31.7 An alternate Director must agree to be bound by the Memorandum and Articles of Association and, in particular, alternate Directors shall be subject to the provisions of Clause 6 of the Memorandum of Association and to all requirements set out in the Articles relating to Directors.

32. Notwithstanding the provisions of Article 28, the Company may by resolution in accordance with the Articles remove any Director before the expiration of the period of office of that Director, and the appointor under Article 28 may by resolution appoint another person as a replacement; the person thus appointed shall hold office only until the next following Annual General Meeting.

33. The office of a Director shall become vacant if that Director:

(a) becomes an insolvent under administration or makes any arrangement or composition with creditors generally;

(b) becomes prohibited from being a Director of a company by reason of any order made under the Law;

(c) ceases to be a Director by operation of section 228 of the Law;

(d) 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;

(e) resigns office by notice in writing to the Company;

(f) is absent without permission of the Board from meetings of the Board held during a period of 6 months;

(g) is directly or indirectly interested in any contract or proposed contract with the Company provided always that nothing in this paragraph shall affect the operation of Clause 6 of the Memorandum of Association of the Company;

(h) upon the revocation of that Director's appointment by the member or members of the Company who appointed that person to be a Director; or
(i) upon the revocation or withdrawal of the Director's nomination as a Director by the person or organisation which nominated that person to be a Director pursuant to Article 27.

34. **Powers and Duties of the Board**

The business of the Company shall be managed by the Board who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Law or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Law, and to such regulations (being not inconsistent with the aforesaid Articles or provisions) as may be prescribed by the Company in general meeting; provided that any rule, regulation or by-law made by the Board may be disallowed by the Company in general meeting and provided further that no resolution or regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that resolution or regulation had not been passed or made.

35. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.

36. For the purposes of Clause 6 of the Memorandum of Association, the rate of interest payable in respect of money lent by members to the Company shall not exceed the lowest rate paid for the time being by the bank with whom the company maintains its day to day trading account in respect of term deposits.

37. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two Directors or in such other manner as the Board from time to time determines.

38. The Board shall cause minutes to be made:
   
   (a) of all appointments of officers;
   
   (b) of names of Directors present at all meetings of the Company and of the Board; and
   
   (c) of all proceedings at all meetings of the Company and of the Board.

Such minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson at the next succeeding meeting.

39. **Proceedings of the Board**

39.1 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Two Directors may at any time and the Secretary shall on the requisition of two Directors summon a meeting of the Board.

39.2 At any meeting of the Board or of any sub-committee any or all of those entitled to attend shall be deemed to be present if they are able at all times to hear communications from and to communicate with all others present or deemed to be present by any telephonic, electronic or other method. If any member is not physically present at the place at which the Chairperson of the meeting is present, then the Chairperson shall make a note of the names of any members connected in that communication after the Chairperson has identified them each by name after hearing them speak as part of that communication or to the satisfaction of the Chairperson recognising any message transmitted and received and those persons shall be deemed to be present at the meeting.

Provided THAT if there is any break or disruption in such telephonic or electronic communication so that any one or more of those present or deemed to be present cannot properly take part in the discussions, then the Chairperson shall adjourn the meeting until such telephonic or electronic or other communication is fully restored between those persons.

40. Subject to these Articles, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Board. The Chairperson shall have a deliberative vote only and in the case of an equality of votes the Chairperson of the meeting shall not have a second or casting vote.
41. The quorum necessary for the transaction of the business of the Board shall be a majority of the total members of the Board or such greater number as may be fixed by the Board.

42. The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

43. The Chairperson elected pursuant to Article 28.1 shall preside as chairperson at every meeting of the Board, or if there is no Chairperson, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the Vice-Chairperson shall be chairperson. If the Vice-Chairperson is not present at the meeting then the Directors may choose one of their number to be chairperson of the meeting.

44. The Board may delegate any of its powers or functions (not being duties imposed on the Directors of the Company by the Law or the general law) to one or more sub committees consisting of such Directors as the Board thinks fit. Any sub-committee so formed shall conform to any regulation that may be imposed by the Board and subject thereto shall have power to co-opt any person or persons and all Directors of such sub committee shall have one vote. For the purpose of every meeting of the sub-committee the members who are Directors of the Company shall elect a Chairperson to be Chairperson of the sub-committee for that meeting.

45. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairperson of the sub-committee shall have a second or casting vote.

46. All acts done by any meeting of the Board or a sub-committee or by any person acting as a member of the Board or a sub-committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that the members or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board or sub-committee.

47.

47.1 A resolution in writing signed by all Directors shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

47.2 A resolution in writing of any sub-committee appointed pursuant to these articles signed by all Directors of that sub-committee shall be as valid and effectual as if it had been passed at a meeting of the sub-committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors of that sub-committee.

48. **Secretary**

The Secretary shall in accordance with the Law be appointed by the Board for such term and upon such conditions as it thinks fit, and any person so appointed may be removed by the Board. Nothing herein shall prevent the Board from appointing additional Secretaries and any person so appointed who is a member shall be subject to the provisions of Clause 6 of the Memorandum of Association.

49. **Seal**

The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or of a sub-committee of Directors authorised by the Board in that behalf, and every instrument to which the seal is affixed shall be signed by any two of the following persons: any person or persons being a Director of the Company, the Secretary or some other person or persons appointed by the Board for that purpose.

50. **Accounts**

The Board shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor’s report thereon as required by the Law, provided however that the Board shall cause to be made out and laid before each Annual General...
Meeting a balance sheet and profit and loss account made up to a date not more than five months before the date of the meeting.

51. The Board shall from time to time determine in accordance with Clause 12 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members.

52. **Audit**

A properly qualified Auditor or Auditors shall be appointed whose duties shall be regulated in accordance with the Law.

53. **Notice**

Any notice required by law or by or under these Articles to be given to any member or Director shall be given by sending it by post to the member or Director at the member’s or Director’s registered address, or to the address, if any, supplied by the member or Director to the Company for the giving of notices to him or her or by facsimile or other form of electronic communication to the facsimile number or electronic address, if any, supplied by the member or Director to the Company for the giving of notices to him or her. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected two business days after the date of its posting. Where a notice is sent by facsimile or other electronic communication, service of the notice shall be deemed to be effected upon completion of the transmission.

54.

54.1 Notice of every general meeting shall be given in any manner hereinbefore authorised to:

(i) every member; and

(ii) to such other persons as required by the Law.

54.2 No other person shall be entitled to receive notices of general meetings.

55. **Winding-Up**

The provisions of Clause 11 of the Memorandum of Association relating to the winding-up or dissolution of the Company shall have effect and be observed, as if the same were repeated in these Articles.

56. **Indemnity**

Every Director, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of office which is incurred by that person defending any proceedings, whether civil or criminal, in which judgement is given in favour of that person or in which that person is acquitted or in connection with any application made under the Law in which relief is granted to that person by the Court in respect of any negligence, default, breach of duty or breach of trust.