

# **CONSTITUTION**

**FOR**

**THE AUSTRALIAN MEDICAL STUDENTS'  
ASSOCIATION LIMITED (ACN 079 544 513)**

**Date adopted 31.07.97**

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## 1. Preamble

- 1.1. The Company is The Australian Medical Students' Association Limited.
- 1.2. The definitions used in this Constitution are in Part 2.
- 1.3. The objects of the Company are in Part 3.
- 1.4. Provisions relating to the Company's property are in Part 4.
- 1.5. Provisions relating to the Members are in Part 5.
- 1.6. Provisions relating to General Meetings are in Part 6.
- 1.7. Provisions relating to Directors are in Part 7.
- 1.8. Provisions relating to documents and records are in Part 8.
- 1.9. General terms are in Part 9 through Part 15.

## 2. Definitions

- 2.1. **AGM** means an annual general meeting of the Company;
- 2.2. **Alternate Director** means a person appointed as an alternate director under this Constitution;
- 2.3. **Auditor** means the Company's auditor, if any;
- 2.4. **Bid Team** means a team that submits a bid to be elected as the Company Executive. The team must be solely comprised of medical students, except for the candidate for Treasurer who may be any natural person residing in Australia;
- 2.5. **Board** means the board of Directors as constituted from time to time;
- 2.6. **Business Day** means any day that banks are generally open for business in Canberra but not a Saturday, Sunday or public holiday pursuant to the Holidays Act 1958 (ACT);
- 2.7. **By-Laws** means any by-laws of the Company published in accordance with Part 12;
- 2.8. **Company** means The Australian Medical Students' Association Limited ACN 079 544 513;
- 2.9. **Constitution** means the constitution of the Company as amended from time to time;
- 2.10. **Council Meeting** means a meeting of the members which is convened by the Executive and is not a General Meetings convened under clause 6.1, although it may coincide with them;
- 2.11. **Director** includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director;
- 2.12. **Directors** means all or some of the Directors acting as a board;
- 2.13. **Executive** means the voluntary management team of the Company elected by the Members under clause 7.23;
- 2.14. **First Council Meeting** means the Council Meeting held before 31 May each year;
- 2.15. **General Meeting** means a general meeting of the Members;

- 2.16. **Global Health Conference** means a meeting of Medical Students with a focus on global health held annually by the Company in accordance with the Regulations and By-Laws;
- 2.17. **Independent non-executive Director** means a Director who fulfils the independence criteria in accordance with clause 7.3.
- 2.18. **Medical Student** means a person enrolled in a medical degree at a university which is located in Australia. It includes a person who has deferred their medical degree for no more than two consecutive years;
- 2.19. **MedSoc** means an organisation which is:
- 2.19.1. registered in Australia;
  - 2.19.2. a primary representative organisation for Medical Students at a university located in Australia; and
  - 2.19.3. recognised as such an organisation by the Members. More than one MedSoc may exist at one university provided:
    - 2.19.3.1. each MedSoc represents Medical Students studying at separate locations;
    - 2.19.3.2. there is significant geographical separation between those locations;
    - 2.19.3.3. Medical Students may complete their entire medical degree at each location; and
    - 2.19.3.4. each MedSoc is legally and operationally independent.
- 2.20. **Member** means any member of the Company under Part 5;
- 2.21. **Members' Special Resolution** means a resolution passed by 75% or more of all Members present at the relevant General Meeting and who may vote on the resolution;
- 2.22. **National Convention** means a meeting of Medical Students held annually by the Company in accordance with the Regulations and By-Laws;
- 2.23. **Objects** means the objects of the Company listed in Part 3;
- 2.24. **Office** means the Company's registered office;

- 2.25. **Officer** is defined as a director or secretary of the corporation, or a person who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the corporation;
- 2.26. **President** means the person on the Executive who has been appointed as the president;
- 2.27. **Reasonable access** means access during business hours on no less than two Business Days notice.
- 2.28. **Register** means the register of Members of the Company;
- 2.29. **Registered Address** means the last known address of a Member as noted in the Register;
- 2.30. **Related Body Corporate** means a related body corporate as defined in the *Corporations Act 2001 (Cth)*;
- 2.31. **Representative** means a person authorised by a MedSoc Member to act as its representative under this Constitution, or alternatively, if the context refers to a Student Member, that person themselves;
- 2.32. **Seal** means the Company's common seal (if any);
- 2.33. **Second Council Meeting** means the Council Meeting held between the first and third council meeting of each year;
- 2.34. **Secretary** means any person appointed by the Directors to perform any of the duties of a Secretary of the Company;
- 2.35. **Standing Orders** means any standing orders of the Company published in accordance with Part 12; and
- 2.36. **Third Council Meeting** means the Council Meeting held each year:
  - 2.36.1. between 1 September and 30 November; and
  - 2.36.2. after the Global Health Conference.

### **3. Company Objects**

- 3.1. The objects of the Company are to:
  - 3.1.1. represent and advance the social, political, intellectual, educational, and philosophical interests of Medical Students;
  - 3.1.2. facilitate interaction and collaboration between Medical Students and MedSocs;
  - 3.1.3. facilitate awareness of and engagement in issues relating to the study and practice of medicine, including across areas of the medical training pipeline and the Australian healthcare system, research, public health, rural and global health, and the health of Aboriginal and Torres Strait Islander peoples;
  - 3.1.4. enrich the experience of studying medicine in Australia, including through student participation in leadership and community initiatives;
  - 3.1.5. advance the physical and mental health of Medical Students; and
  - 3.1.6. advocate for an improved Australian healthcare system, including through excellence in medical education, the provision of quality internships, and a sustainable training pipeline aligned to workforce demand.

### **4. Company Assets**

#### **4.1. Company assets**

- 4.1.1. All income and assets of the Company must be applied for the Objects.

#### **4.2. Company expenses**

- 4.2.1. The Company will pay all expenses reasonably and properly incurred for its promotion and incorporation.

- 4.2.2. Except in accordance with any By-Laws or Regulations regarding payment of honoraria, the Company must not pay fees to any Director.
- 4.2.3. The Directors may (within reason) receive reimbursement for expenses incurred as part of performing their role.
- 4.2.4. The Directors must approve any payment made by the Company to a Director and these payments must be disclosed annually at the AGM
- 4.3. Part 4.1 and 42 do not prevent the Company paying:
  - 4.3.1. remuneration to any Member in return for their services to the Company;
  - 4.3.2. compensation to any Member for services rendered or expenses incurred on behalf of the Company;
  - 4.3.3. for any goods supplied by any Member to the Company in the ordinary course of business;
  - 4.3.4. interest on money borrowed from any Member at the interest rate determined by the Directors from time to time; or
  - 4.3.5. rent for premises or property let by any Member to the Company.
- 4.4. Winding up**
  - 4.4.1. If the Company is wound up any surplus assets remaining after paying the Company's liabilities must be transferred to another organisation(s) selected by the Members.
  - 4.4.2. That organisation(s) must:
    - 4.4.2.1. have purposes similar to the Objects;
    - 4.4.2.2. not be carried on for the purposes of profit or gain to its members;
    - 4.4.2.3. require its income and assets to be applied solely for its purposes or objects; and
    - 4.4.2.4. not be paid to the Members.



## **5. Members**

### **5.1. Policy**

- 5.1.1. The Members are responsible for setting the public policy objectives of the Company.
- 5.1.2. The President or any person nominated by the President may make any public statements that are not inconsistent with the public policy objectives of the Company set by the Members.

### **5.2. Membership**

- 5.2.1. Members of the Company shall fall into one of the following categories:
  - 5.2.1.1. MedSoc Members;
  - 5.2.1.2. student Members;
  - 5.2.1.3. associate Members; or
  - 5.2.1.4. such other category of Member as may be created by the Directors under clause 5.4.

### **5.3. Members' rights and obligations**

- 5.3.1. Members:
  - 5.3.1.1. may exercise all rights conferred upon Members by this Constitution; and
  - 5.3.1.2. must discharge all obligations imposed upon Members by this Constitution.
- 5.3.2. A MedSoc Member may be required by the Directors to pay an annual affiliation fee to be determined at the AGM each year and payable before the Third Council Meeting each year.
- 5.3.3. If a MedSoc Member fails to pay the annual affiliation fee within three months of being due, a Members' Special Resolution may revoke that Member as a Member.
- 5.3.4. A Student Member may be required by the Directors to pay an annual subscription fee to be determined at the AGM each year and payable with the relevant application for membership.

### **5.4. New categories of membership**

- 5.4.1. The MedSoc Members may (with a Members' Special Resolution) create classes of Members with full, limited or no voting rights and any other restrictions or conditions determined by the MedSoc Members in their unfettered discretion.

## **5.5. Variation to membership rights**

- 5.5.1. The Directors may vary the rights conferred and the obligations imposed upon classes of Members, provided that:
  - 5.5.1.1. 75% of the Members of that class approve the variation in a General Meeting; and
  - 5.5.1.2. the variation does not adversely affect the rights of Members of any other class.

## **5.6. Admission of Members**

- 5.6.1. A person will become a Member, and the Company will record their name in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution.

## **5.7. MedSoc Members**

- 5.7.1. Any MedSoc who wishes to become a MedSoc Member ('Applying MedSoc Member') must:
  - 5.7.1.1. apply in writing to become a MedSoc Member in the form determined by the Directors ('MedSoc Membership Application');
  - 5.7.1.2. agree in writing to be bound by this Constitution; and
  - 5.7.1.3. satisfy any conditions imposed by the MedSoc Members.
- 5.7.2. The MedSoc Members:
  - 5.7.2.1. must promptly consider the Membership Application at their next General Meeting; and
  - 5.7.2.2. may admit the Applying MedSoc Member by resolution passed at that General Meeting. The Applying MedSoc Member becomes a MedSoc Member on the passing of that resolution.

- 5.7.3. The Secretary must give an Applying MedSoc Member who is admitted as a MedSoc Member written notice of their admission.
- 5.7.4. The MedSoc Members may refuse to admit any Applying MedSoc Member as a MedSoc Member, however where practicable must provide a reason for doing so.

## **5.8. Student Members**

- 5.8.1. Any Medical Student who wishes to become a Student Member ('Applying Student Member') must:
  - 5.8.1.1. apply in writing to become a Member in the form determined by the Directors ('Student Membership Application');
  - 5.8.1.2. agree in writing to be bound by this Constitution; and
  - 5.8.1.3. satisfy any conditions imposed by the Members.
- 5.8.2. The Company:
  - 5.8.2.1. must promptly consider the Membership Application at the next Directors' meeting; and
  - 5.8.2.2. may admit the Applying Student Member by passing a resolution. The Applying Student Member becomes a member on the passing of that resolution.
  - 5.8.2.3. The Company must give an Applying Student Member who is admitted as a Student Member written notice of their admission.
  - 5.8.2.4. The Company may at its discretion refuse to accept a person as a Student Member, however where practicable must provide a reason for doing so.
- 5.8.3. The Directors may delegate their power to consider and admit Applying Student Members to any officer(s) of the Company.

## **5.9. Associate Members**

- 5.9.1. Any Medical Student who does not become a Student Member will become an Associate Member of the Company by virtue of being a Medical Student.

- 5.9.2. An Associate Member is entitled to any benefits of membership prescribed to apply to Individual Members in the Company's Regulations but, in any event, shall not be entitled to receive notice, attend or vote at General Meetings.
- 5.9.3. The Directors reserve the right to require student membership or financial membership to any attendee at any financial or for-profit events.

## **5.10. Contributions**

- 5.10.1. The Members' liability is limited.
- 5.10.2. All MedSoc Member must contribute to the Company's assets if the Company is wound up:
  - 5.10.2.1. while the MedSoc Member is a Member; or
  - 5.10.2.2. within one year after the MedSoc Member ceases to be a Member.
- 5.10.3. This contribution is for:
  - 5.10.3.1. payment of the liabilities of the Company, contracted before the MedSoc Member ceased to be a Member;
  - 5.10.3.2. costs of winding up the Company; and
  - 5.10.3.3. adjustment of the rights of the contributories.
- 5.10.4. The amount of this contribution must not exceed \$10 per MedSoc Member.
- 5.10.5. No other Member must contribute to the Company's property if the Company is wound up.

## **5.11. Cessation**

- 5.11.1. A Member ceases to be a Member if they:
  - 5.11.1.1. become insolvent within the meaning of the Corporations Act 2001 (Cth);
  - 5.11.1.2. resign by notice in writing to the Secretary;
  - 5.11.1.3. are removed by a Members' Special Resolution; or
  - 5.11.1.4. cease to satisfy any conditions of membership imposed by the Members.

## **5.12. Trusts**

- 5.12.1. Except as required by law, the Company will not recognise any MedSoc as being a Member on trust.

### **5.13. Joint holders**

- 5.13.1. If two or more MedSocs are registered as a joint Member, they are taken to hold their membership as joint tenants and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.

### **5.14. Representatives**

- 5.14.1. Any Member may authorise a natural person to act as their Representative at any General Meeting or meeting of any class of Members. That Representative must not be on the Executive or a Representative of another Member.
- 5.14.2. A Member must give the Company written notice:
- 5.14.2.1. of the name of their Representative; and
  - 5.14.2.2. that the Representative is authorised to act as that Member's Representative.
- 5.14.3. If a Member authorises a natural person to act as their Representative, that Representative may exercise at the relevant General Meeting all the powers which the Member could exercise if it were a natural person. When its Representative is present at a meeting, the Member will be considered to be personally present at the meeting.

## **6. Meetings**

### **6.1. Convening General Meetings**

- 6.1.1. Any Director may, at any time, convene a General Meeting in addition to the First, Second and Third General Meetings.
- 6.1.2. The Directors will, upon a request from 5% of the Members, convene a General Meeting in accordance with section 249D of the Corporations Act 2001 (Cth).

### **6.2. AGMs**

- 6.2.1. AGMs are to be held in accordance with the Corporations Act 2001 (Cth).
- 6.2.2. AGMs must occur before 31 May each year.

### **6.3. Notice**

- 6.3.1. Subject to the provisions of this Constitution and the Corporations Act 2001 (Cth) allowing General Meetings to be held with shorter notice, at least 21 days written notice of any General Meeting (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members.
- 6.3.2. A notice convening a General Meeting:
  - 6.3.2.1. must specify the place, date and time of the meeting;
  - 6.3.2.2. must, if the meeting is to be held in two or more places, specify the technology that will be used;
  - 6.3.2.3. must state the general nature of the business to be transacted at the meeting; and
  - 6.3.2.4. may specify a place or electronic address for the purposes of proxy appointment.
- 6.3.3. A notice of an AGM need not state that the business to be transacted at the AGM includes:
  - 6.3.3.1. the consideration of accounts and the reports of the Directors and Auditors;
  - 6.3.3.2. the election of Directors in the place of those retiring; or

- 6.3.3.3. the appointment and fixing of the remuneration of the Auditor.
- 6.3.4. The Directors may postpone or cancel any General Meeting whenever they think fit (other than a meeting convened as the result of a request under clause 6.1.2 but must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company. Where possible, the Directors must give at least two Business Days notice of any postponement or cancellation of any General Meeting.
- 6.3.5. The failure or accidental omission to send a notice of a General Meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings or any resolution passed at the General Meeting.

#### **6.4. Member**

- 6.4.1. In clauses 6.5, 6.6, 6.7 and 6.8, 'Member' includes a Member present in person or by proxy, attorney or Representative.

#### **6.5. Quorum**

- 6.5.1. No business may be transacted at a General Meeting unless a quorum of Members is present when the meeting proceeds to business.
- 6.5.2. A quorum of Members is 50% of the MedSoc Members.
- 6.5.3. If a quorum is not present within 30 minutes after the time appointed for a General Meeting:
  - 6.5.3.1. if the meeting was convened on the requisition of MedSoc Members, it is automatically dissolved; or
  - 6.5.3.2. in any other case:
    - 6.5.3.2.1. it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
    - 6.5.3.2.2. if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed

for the General Meeting, it is automatically dissolved.

- 6.5.4. A Member is taken to be present and entitled to vote at a General Meeting if they are able to communicate with those present at a meeting by any technological means by which they are simultaneously able to hear each other and participate in discussion.

## **6.6. Chair**

- 6.6.1. The chair at each General Meeting will be the Chair of the Board or an appointed proxy.
- 6.6.2. If there is a dispute at a General Meeting about a question of procedure, the chair may determine the question in consultation with the Company Secretary.

## **6.7. Adjournment**

- 6.7.1. The chair may, with the consent of any General Meeting at which a quorum is present, and will, if directed by a meeting at which a quorum is present, adjourn the meeting.
- 6.7.2. An adjourned General Meeting may take place at a different venue to the initial meeting.
- 6.7.3. The only business that can be transacted at an adjourned General Meeting is the unfinished business of the initial meeting.
- 6.7.4. If a General Meeting has been adjourned for more than 21 days, at least three Business Days written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.

## **6.8. Resolutions**

- 6.8.1. Unless otherwise required under the Corporations Act 2001 (Cth) (in relation to special resolutions) or this Constitution, a resolution is carried if a majority of the votes cast are in favour of the resolution.



- 6.8.2. A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
  - 6.8.2.1. the chair; or
  - 6.8.2.2. at least 20% of Members entitled to vote on the resolution.
- 6.8.3. Unless a poll is demanded, a declaration by the chair that a resolution has been carried, carried by a specified majority, or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of that fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 6.8.4. A poll may be demanded:
  - 6.8.4.1. before a vote is taken;
  - 6.8.4.2. before the voting results on a show of hands are declared; or
  - 6.8.4.3. immediately after the voting results on a show of hands are declared.

## **6.9. Taking a poll**

- 6.9.1. A poll will be taken in the manner that the chair directs.
- 6.9.2. The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 6.9.3. The chair may determine any dispute about the admission or rejection of a vote.
- 6.9.4. The chair's determination, if made in good faith, will be final and conclusive.
- 6.9.5. A poll demanded on the election of the chair or the adjournment of a meeting must be taken immediately.
- 6.9.6. After a poll has been demanded at a General Meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

## **6.10. Members' voting rights**

- 6.10.1. Subject to this Constitution and to any rights or restrictions attaching to any class of Members:

- 6.10.1.1. at a General Meeting, on a show of hands and on a poll, each of the MedSoc Members and Student Members shall have the votes set out in this clause 6.10.1;
- 6.10.1.2. subject to clause 6.10.2, each MedSoc Member will receive two hundred and fifty (250) votes;
- 6.10.1.3. each Student Member will receive one (1) vote and is only entitled to exercise this vote at the session set out in clause 6.1 and any elections of directors and/or officers of the Company; and
- 6.10.1.4. each Associate Member shall not be entitled to vote at General Meetings.
- 6.10.2. Where a Student Member is not entitled to exercise his or her vote, that vote will automatically proxy per the procedure in clause 6.11.4
- 6.10.3. A MedSoc Member is not entitled to vote or to be counted in a quorum if the MedSoc Member's annual affiliation fee is in arrears for more than three months.
- 6.10.4. If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.
- 6.10.5. An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered their vote.
- 6.10.6. An objection must be referred to the chair of the General Meeting, whose decision is final.
- 6.10.7. A invalid vote which the chair does not disallow pursuant to an objection is valid for all purposes.
- 6.10.8. A person who has satisfied the Directors not less than 24 hours before a General Meeting that they are entitled to be a Member may exercise all rights attached to the membership in relation to a General Meeting, as if the person were a registered Member.
- 6.10.9. A proxy may vote on a show of hands.

6.10.10. A proxy may demand or join in demanding a poll.

## **6.11. Proxy appointment**

6.11.1. A MedSoc Member may appoint one proxy for any General Meeting by a written appointment under the appointor's common seal or signed by an Executive or appointed Representative of the MedSoc.

6.11.2. Without limiting the terms laid out in clause 6.11.3, a Student Member may appoint one proxy for any General Meeting by a written notice to the Secretary.

6.11.3. An appointment of a proxy must be in a form approved by the Directors.

6.11.4. At any time in general meeting, if a Student Member is not present in person for the purposes of voting, the Representative (or their proxy) of the MedSoc Member related to the university that that Student Member attends is taken to be appointed as their proxy, unless another proxy is appointed in writing under this Part.

6.11.5. An instrument appointing a proxy will be valid if it contains:

6.11.5.1. the Member's name and address;

6.11.5.2. the Company's name;

6.11.5.3. the proxy's name or the office held by the proxy; and

6.11.5.4. the meetings at which the proxy may be used.

6.11.6. An appointment of a proxy may be a standing appointment.

6.11.7. An undated proxy will be taken to be dated on the day that it is received by the Company.

6.11.8. A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.

6.11.9. A proxy's appointment is valid at an adjourned meeting.

6.12. Deposition of proxy instruments

6.12.1. The instrument appointing a proxy or attorney (if any) must not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, be:

6.12.1.1. deposited at the Office, or at such other place as is specified for that purpose in the notice convening the meeting; or

6.12.1.2. transmitted to an electronic address specified for that purpose in the notice of meeting.

### **6.13. Validity of proxy votes**

6.13.1. A vote cast in accordance with an appointment of proxy or power of attorney is valid even if, before the vote was cast, the appointor revokes the proxy or power, unless any written notification of the revocation was received by the Company before the relevant meeting or adjourned meeting.

### **6.14. Written resolutions**

6.14.1. Subject to the Corporations Act 2001 (Cth), if all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a General Meeting held on the day on which the document was last signed by a Member.

6.14.2. For the purposes of clause 6.14.1, two or more identical documents, each of which is signed by one or more Members, together constitute one document signed by those Members on the days on which they signed the separate documents.

6.14.3. Any document referred to in this clause 6.14 may be in the form of a facsimile transmission or an electronic notification.

### **6.15. Guests at General Meetings**

6.15.1. The following persons will be given notice of, and may attend, General Meetings:

6.15.1.1. all officers of the Company;

- 6.15.1.2. the Executive;
  - 6.15.1.3. the current and future convenors of all AMSA Events;
  - 6.15.1.4. the chairs of AMSA's Committees
  - 6.15.1.5. any other person(s) nominated by the Directors.
- 6.15.2. Such persons:
- 6.15.2.1. may, with the approval of the chair of the relevant General Meeting, participate in discussion at General Meetings;  
and
  - 6.15.2.2. may not vote at General Meetings (except as proxy, attorney or Representative).

## 7. Directors

### 7.1. Numbers of Directors

- 7.1.1. The number of Directors must not be less than the minimum prescribed by the Corporations Act 2001 (Cth) or other regulations and, no more than 10.

### 7.2. Board composition

- 7.2.1. The Board consists of:
  - 7.2.1.1. two (2) people from the Executive, namely:
    - 7.2.1.1.1. the President; and
    - 7.2.1.1.2. the Treasurer;
  - 7.2.1.2. the current convenor of the National Convention;
  - 7.2.1.3. the current convenor of the Global Health Conference; and
  - 7.2.1.4. up to six (6) other people who meet the independence requirements set out in clause 7.3.2, elected in accordance with this Constitution and/or the Regulations and By-Laws.
- 7.2.2. The Company in General Meeting may, subject to this Constitution and the Corporations Act 2001 (Cth), appoint and remove Directors by a Members' Special Resolution.

### 7.3. Independence of Directors

- 7.3.1. The Board must include independent non-executive Directors.
- 7.3.2. A Director will be considered independent when they:
  - 7.3.2.1. do not hold any other position in the Company;
  - 7.3.2.2. are independent of management;
  - 7.3.2.3. are free from any business or other relationship that could materially interfere with, or could reasonably be perceived to interfere with, the exercise of their unfettered and independent judgement; and
  - 7.3.2.4. meet any other independence requirements as determined by standards adopted by the Board from time to time.

- 7.3.3. Any candidate may nominate for election as an independent non- executive Director, provided they agree in writing to satisfy the criteria for independence, as defined in the AMSA Constitution, within twenty- eight (28) days of their successful election.
  - 7.3.3.1. Any candidate who fails to satisfy the criteria for independence within the prescribed time period must immediately resign their position as an independent non-executive Director.
- 7.3.4. Any Directors who fails to maintain their Independence as per clause 7.3.2 must;
  - 7.3.4.1. Immediately notify the Directors; and
  - 7.3.4.2. shall have twenty-eight (28) days to remedy the breach of the independence criteria.
- 7.3.5. Any Directors who fails to remedy the breach of the independence criteria within the prescribed time period, must immediately resign from their position as an independent non-executive Director.
- 7.3.6. Resignations as a result of clause 7.3.3.1 or 7.3.5 shall be treated as a casual vacancy.

#### **7.4. Casual Vacancy**

- 7.4.1. The Directors may at any time appoint any person to be a Director to fill a casual vacancy provided the total number of Directors does not exceed the maximum number determined in accordance with clause 7.1.
- 7.4.2. A Director appointed under this article holds office until the conclusion of the next General Meeting of the Company, but is eligible for election at that meeting.

#### **7.5. Terms of appointment**

- 7.5.1. Subject to clause 7.6:
  - 7.5.1.1. the people listed in clause 7.2.1.1 will each be appointed for a term commencing on the 1st of January of the year

- they hold the office of the National Executive until the 31st of December in that same year;
- 7.5.1.2. the convenor of the National Convention will be appointed for a term commencing at the Third Council Meeting of the year before the relevant National Convention and ending at the Third Council Meeting of the year of the relevant National Convention;
- 7.5.1.3. the convenor of the Global Health Conference will be appointed for a term commencing at the conclusion of the Third Council Meeting of the year of the prior to the relevant Global Health Conference and ending at the conclusion of the Third Council Meeting of the year of the relevant Global Health Conference;
- 7.5.1.4. Up to three (3) people listed in clause 7.2.1.4 will each be appointed for a two (2) year term as independent nonexecutive Directors commencing at the First General Meeting and ending at the conclusion of the First General Meeting two years following appointment;
- 7.5.1.5. Up to three (3) people listed in clause 7.2.1.4 will each be appointed for a two (2) year term as independent nonexecutive Directors commencing at the Third Council Meeting and ending at the conclusion of the Third Council Meeting two years following appointment;
- 7.5.2. Directors may serve a maximum of nine (9) consecutive years in the role of independent non-executive Director.

## **7.6. Vacation of office**

- 7.6.1. The office of a Director immediately becomes vacant if the Director:
- 7.6.1.1. is prohibited by the Corporations Act 2001 (Cth) from continuing as a Director;
- 7.6.1.2. resigns by notice in writing to the Company;
- 7.6.1.3. is removed by a Members' Special Resolution; or



- 7.6.1.4. is absent from Directors' meetings for at least six months without the permission of the majority of the Board (excluding that Director).
- 7.6.2. If the office of a Director becomes vacant under clause 6.6(a), that Director will automatically be removed from any other position they hold in the Company, regardless of whether they were appointed to the position under this Constitution, any By-Laws or Regulations, or any other document governing the Company.

## **7.7. Management**

- 7.7.1. The management of the business of the Company is vested in the Directors who may exercise all such powers as the Company may by this Constitution and the Corporations Act 2001 (Cth) be permitted to exercise provided such powers are not required to be exercised by the Company in a General Meeting.

## **7.8. Borrowing powers**

- 7.8.1. Without limiting the generality of clause 6.7, the Directors may at their discretion:
  - 7.8.1.1. raise or borrow money;
  - 7.8.1.2. charge any property asset or business of the Company (both present and future);
  - 7.8.1.3. issue debentures or debenture stock of the Company; or
  - 7.8.1.4. give any other security for a debt, liability or obligation of the Company or of any other person.

## **7.9. Directors' meetings**

- 7.9.1. The Directors should meet at least four times per year for the dispatch of business and adjourn and otherwise regulate their meetings and proceedings as they think fit.
- 7.9.2. The Secretary must, on the request of a Director, convene a Directors' meeting.
- 7.9.3. A Directors' meeting may be held by the Directors communicating with each other by any technological means by

which they are able to simultaneously hear each other and participate in discussion. A Director who participates in a meeting held in accordance with this clause 7.9.3 is taken to be present and entitled to vote at the meeting.

- 7.9.4. Clause 7.9.3 applies to meetings of Directors' committees as if all committee members were Directors.
- 7.9.5. At a meeting of Directors, a quorum is a majority of the Directors.
- 7.9.6. At a meeting of Directors, each natural person with a vote will count once towards quorum regardless of how many votes they may hold.

#### **7.10. Decision making**

- 7.10.1. Questions arising at a meeting of Directors will be decided by a majority of votes of the Directors present and voting.
- 7.10.2. In the event of an equality of votes, the chair of the meeting has a casting vote.
- 7.10.3. An Alternate Director has one vote for each Director for whom they are an alternate in addition to any vote they also have as a Director.

#### **7.11. Directors' interests**

- 7.11.1. A Director and any firm, body or entity in which a Director has a direct or indirect interest may:
  - 7.11.1.1. enter into any contract or arrangement with the Company;
  - 7.11.1.2. be appointed to and hold any office or place of profit under the Company, other than the office of Auditor;
  - 7.11.1.3. act in a professional capacity, other than as Auditor, for the Company; and
  - 7.11.1.4. receive and retain for their own benefit any remuneration, profits or benefits as if they were not a Director.
- 7.11.2. Each Director must disclose their interests to the Company in accordance with the *Corporations Act 2001 (Cth)*. The Secretary must record all such declarations in the minutes.

- 7.11.3. A Director's failure to make disclosure under this clause 7.11 does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.

#### **7.12. Alternate Directors**

- 7.12.1. A Director may appoint any person as their alternate for a period determined by that Director and may revoke any such appointment.
- 7.12.2. An Alternate Director's appointment ends automatically when their appointor ceases to be a Director.
- 7.12.3. An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- 7.12.4. An Alternate Director is an officer of the Company and is not an agent of the appointor.
- 7.12.5. The provisions of this Constitution which apply to Directors also apply to Alternate Directors.
- 7.12.6. Any appointment under this clause 7.12 must be effected by written notice delivered to the Secretary.
- 7.12.7. An Alternate Director's appointment may be revoked by written notice by the appointor delivered to the Secretary at any time.

#### **7.13. Remaining Directors**

- 7.13.1. The continuing Directors may act despite a vacancy in their number, but if their number is reduced below the minimum fixed by clause 7.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

#### **7.14. Chair**

- 7.14.1. The Directors present must elect one of their number as chair of their meetings and may also determine the period for which the person elected as chair is to hold office.

#### **7.15. Guests at Directors' meetings**

- 7.15.1. Any person nominated by the Directors, or the Chairperson, may be given notice of, and may attend Directors' meetings.
- 7.15.2. Such persons:
  - 7.15.2.1. may participate in discussion at Directors' meetings; and
  - 7.15.2.2. may not vote at Directors' meetings.
- 7.15.3. Observers may be asked to sign the AMSA Non-Disclosure Agreement (NDA) prior to attending the Board meeting. Should observers not sign the NDA the Board reserves the right to require them to vacate the meeting during instances of commercial-in-confidence discussions.

#### **7.16. Written resolutions**

- 7.16.1. The Directors may make resolutions without meeting, provided that:
  - 7.16.1.1. a majority of the Directors indicate support for the motion; and
  - 7.16.1.2. no Director requests to discuss the given resolution in a Directors' meeting.
- 7.16.2. Any written resolution referred to in this clause 6.16 may be in the form of a facsimile transmission or an electronic notification.
- 7.16.3. The Directors may publish additional regulations relating to the consideration and approval of written resolutions, provided that these do not contradict this Constitution.
- 7.16.4. This clause 6.16 applies to meetings of Directors' committees.

#### **7.17. Validity of acts of Directors**

- 7.17.1. If it is discovered that:
  - 7.17.1.1. there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
  - 7.17.1.2. a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

## **7.18. Minutes**

- 7.18.1. The Directors must cause minutes to be made of:
  - 7.18.1.1. the names of the Directors present at all General Meetings, Directors' meetings and meetings of Directors' committees;
  - 7.18.1.2. all proceedings of General Meetings, Directors' meetings and meetings of Directors' committees;
  - 7.18.1.3. all orders made by the Directors and Directors' committees; and
  - 7.18.1.4. all disclosures made of Directors' interests.
- 7.18.2. Minutes must be signed by the chair of the meeting or by the chair of the next meeting of the relevant body.
- 7.18.3. Members may request the minutes of Directors meetings or committees which at a minimum will cover those in attendance at the meeting, the business transacted outside of commercial in confidence or in camera discussions, and the outcome of any votes.

## **7.19. Appointment of attorneys and agents**

- 7.19.1. The Directors may from time to time by resolution or power of attorney appoint any corporation, firm or person or body of persons to be the attorney or agent of the Company for purposes determined by the Directors and with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution and the *Corporations Act 2001 (Cth)*), and for the period and subject to any conditions determined by the Directors. The powers of attorney or agency may contain such provisions for the protection and convenience of persons dealing with an attorney or agent as the Directors think fit.

- 7.19.2. The Directors may appoint attorneys or agents by any form of electronic communication.

## **7.20. Secretary**

- 7.20.1. There must be at least one Secretary appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 7.20.2. The Directors may vest in a Secretary such power, duties and authorities as they may determine and a Secretary must exercise all such powers and authorities subject at all times to the control of the Directors.
- 7.20.3. The Secretary is entitled to attend and be heard on any matter at all Directors' meetings and General Meetings.
- 7.20.4. The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

## **7.21. Indemnity and insurance**

- 7.21.1. To the extent permitted by law, every Director will be indemnified by the Company against a liability to another person (other than the Company or a Related Body Corporate) arising out of any contract entered into or act or thing done by that first person as Director or in any way in discharge of his or her duty unless the liability arises out of conduct involving a lack of good faith.
- 7.21.2. Every Auditor and other officer or employee of the Company may by resolution of the Directors be indemnified by the Company against a liability to another person (other than the Company or a Related Body Corporate) arising out of any contract entered into or act or thing done by the first person as Auditor or other officer (other than as a Director) or employee (as the case may be) or in any way in discharge of his or her duty unless the liability arises out of conduct involving a lack of good faith.
- 7.21.3. Every Director, Auditor and other officer or employee of the Company may by resolution of the Directors be indemnified out

of the assets of the Company against a liability for costs and expenses incurred by that person:

- 7.21.3.1. in defending any proceedings (whether civil or criminal) in which judgment is given in favour of that person or in which the person is acquitted; or
  - 7.21.3.2. in connection with an application, in relation to such proceedings, in which the Court grants relief to that person under the Corporations Act 2001 (Cth).
- 7.21.4. The Company or Related Body Corporate may by resolution of the Directors pay, or agree to pay, either directly or indirectly through one or more interposed entities, a premium in respect of a contract insuring a person who is or has been a Director, Auditor or other officer or employee of the Company against:
- 7.21.4.1. any liability other than a liability incurred by the person as such a Director, Auditor or other officer or employee and arising out of conduct involving:
    - 7.21.4.1.1. a wilful breach of duty in relation to the Company; or
    - 7.21.4.1.2. without limiting clause 6.21.4.1.1, a contravention of section 182 or 183 of the *Corporations Act 2001 (Cth)*; or
    - 7.21.4.1.3. a liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal and whatever their outcome.

## **7.22. Access of Members**

- 7.22.1. The Company must give each Member Reasonable Access to:
- 7.22.1.1. the books, accounts, and financial and other records of the Company;
  - 7.22.1.2. the minutes of all Directors' meetings and Directors' resolutions; and
  - 7.22.1.3. the facilities of the Company for any reasonable purpose.

## **7.23. Bid process for Executive**

- 7.23.1. At least six (6) weeks before the General Meeting at which the election is to occur, Bid Teams must submit their bids to be elected as the Executive for the period specified by the Directors.
- 7.23.2. Each bid must include the names, electronic addresses, proposed positions on the Executive and Universities of all members of the Bid Team.
- 7.23.3. During a General Meeting, the Members must elect the Executive by secret ballot. If a member of a Bid Team holds voting rights during the General meeting that the election will be held, in voting for the Executive:
  - 7.23.3.1. that person can hold a maximum of one (1) vote in that election; and
  - 7.23.3.2. that Member may appoint a proxy for the remainder of any votes held for the purpose of the election.

#### **7.24. Directors' committees**

- 7.24.1. The Directors may delegate any of their powers to a committee or committees which must include at least one Director.
- 7.24.2. The Directors may at any time revoke any delegation of power to a committee.
- 7.24.3. The members of the Board will elect one of their number as the chair of any meetings of director's committees.
- 7.24.4. A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 7.24.5. A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 7.24.6. Meetings of any committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors or the Regulations and By-Laws.



## 8. Documents and Records

### 8.1. Execution of Documents

- 8.1.1. The Company may execute any document by any means allowed at law and approved by:
  - 8.1.1.1. the Directors; or
  - 8.1.1.2. this Constitution.
- 8.1.2. The Company may execute a document by:
  - 8.1.2.1. a Director and another Director or the Secretary or other person appointed by the Directors each signing the document; or
  - 8.1.2.2. affixing the Seal, provided that every document to which the Seal is affixed must be signed by a Director and countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

### 8.2. Seals

- 8.2.1. If the Company has a Seal, the Company may have one or more duplicate Seals which:
  - 8.2.1.1. must be a facsimile of the Seal with the addition on its face of the words 'Duplicate Seal'; and
  - 8.2.1.2. must only be used with the authority of the Directors or a Directors' committee.

### 8.3. Accounts

- 8.3.1. The Directors will cause proper accounting and other records to be kept in accordance with the requirements of the *Corporations Act 2001 (Cth)*.

## 9. Legal Capacity

- 9.1. To the extent permitted by the Corporations Act 2001 (Cth) the Company has the legal capacity and powers of an individual both in and outside of Australia.

## 10. Replaceable Rules

10.1. The replaceable rules in the *Corporations Act 2001 (Cth)* do not apply to the Company to the extent permitted by law.

## 11. Public Company

11.1. The Company is a public company and must comply with all provisions of the *Corporations Act 2001 (Cth)* in order to remain registered as a public company.

## 12. Other Governing Documents

12.1. The Directors:

12.1.1. may publish By-Laws, Regulations and Standing Orders which are not inconsistent with this Constitution; and

12.1.2. must communicate all such By-Laws, Regulations and Standing Orders and any amendments to all Members.

## 13. Amendment To Constitution

13.1. This Constitution may only be amended by a Members' Special Resolution.

## 14. Notices

14.1. Notice may be given by the Company to any person who is entitled to notice under this Constitution by:

14.1.1. serving it on the person;

14.1.2. sending it by post, facsimile transmission or electronic mail notification to the person at the person's Registered Address, the address or email address supplied by the person, to the Company for sending notices; or

14.1.3. if the notice is to a Member and the Member has no registered address, a posting will be published on an online forum wherein all Members have access to the notification.

14.2. A notice sent by post is taken to be served by properly addressing, prepaying and posting an envelope containing the notice on the day after the day on which it was posted.

- 14.3. A notice sent by facsimile transmission or electronic mail is taken to be served by properly addressing the facsimile transmission or electronic address and transmitting it on the day after the day of its dispatch.
- 14.4. A notice posted on a notice board is taken to be served 24 hours after it is posted on the board.
- 14.5. A notice may be given by the Company to joint holders by giving the notice to the joint holder whose name appears first in the Register.
- 14.6. Any document may be delivered by the Company either personally or by sending it to the address of the Member shown in the Register or to the address of the joint Member shown first in the Register or any other address which the Member or joint holder has in writing notified the Company:
  - 14.6.1. in the case of a Member who does not have a Registered Address in Australia, by airmail post;
  - 14.6.2. in any other case, by ordinary post, and
  - 14.6.3. is at the risk of the addressee as soon as it is given or posted.
- 14.7. A Member whose Registered Address is not in Australia may specify in writing an address in Australia as the Member's Registered Address.
- 14.8. A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
  - 14.8.1. Subject to the Corporations Act 2001 (Cth), the signature to a written notice given by the Company may be written or printed.
  - 14.8.2. All notices sent by post outside Australia must be sent by prepaid airmail post.

## **15. Severance**

- 15.1. Any provision of this Constitution that is invalid or unenforceable by operation of the law (including, for the avoidance of doubt, the Corporations Act 2001 (Cth)) must be read down to the extent necessary to avoid that effect or, if that is not possible, it must be excluded from this Constitution but only to the extent necessary. All

other provisions of this Constitution continue to be valid and enforceable in accordance with their terms.

## 16. Interpretation

- 16.1. In this Constitution unless the contrary intention appears:
- 16.1.1. the singular includes the plural and vice versa;
  - 16.1.2. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - 16.1.3. a reference to a person includes any company, partnership, joint venture, association, other body corporate, any unincorporated body, any statutory body or other governmental authority, department or organisation or any other entity and vice versa;
  - 16.1.4. a reference to a clause is to a clause of this Constitution;
  - 16.1.5. a reference to a request or notice means a request or notice in writing;
  - 16.1.6. a reference to a person includes the person's successors and permitted assigns;
  - 16.1.7. a reference to this Constitution is to this Constitution as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Constitution;
  - 16.1.8. a reference to any legislation or any provision of a statute includes;
    - 16.1.8.1. all regulations, proclamations, by-laws, ordinances, orders or instruments issued under that legislation or provision;
    - 16.1.8.2. any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision; and
    - 16.1.8.3. any substituted legislation or substituted provision.
  - 16.1.9. a reference to conduct includes any omission, representation, statement or undertaking whether or not in writing;
  - 16.1.10. mentioning anything after include, includes or including does not limit what else might be included;

- 16.1.11. a reference to a person that comprises two or more persons means those persons jointly and severally;
- 16.1.12. the headings are for convenience only and do not affect the interpretation of this Constitution;
- 16.1.13. a reference to a month means a calendar month;
- 16.1.14. any thing that is deemed to occur or required to be done by this Constitution on or by a day which is not a Business Day is deemed to occur or must be done on or by the following Business Day;
- 16.1.15. a reference to dollars means Australian dollars;
- 16.1.16. a reference to time means Australian Eastern Standard time; and
- 16.1.17. an expression in a provision of this Constitution has the same meaning as in a provision of the *Corporations Act 2001 (Cth)* that deals with the same matter as the provision.