



# **INTERNATIONAL FEDERATION FOR EMERGENCY MEDICINE**

ACN 145 437 216

A public company limited by guarantee

## **CONSTITUTION**

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## 1 DEFINITIONS AND INTERPRETATION

### 1.1 In this Constitution:

- 1.1.1 “**Act**” means the *Corporations Act 2001* (Cth).
- 1.1.2 “**Affiliate Member**” means a Member appointed as an affiliate member in accordance with this Constitution.
- 1.1.3 “**Board**” means the Board of the Company appointed under this Constitution.
- 1.1.4 “**Constitution**” means this constitution of the Company as amended from time to time.
- 1.1.5 “**Company**” means the International Federation for Emergency Medicine constituted as a company limited by guarantee under this Constitution.
- 1.1.6 “**Director**” means a member of the Board.
- 1.1.7 “**Founding Member**” means a Member listed as a founding member in clause 5.2.
- 1.1.8 “**Full Member**” means a Member appointed as a full member in accordance with this Constitution.
- 1.1.9 “**Member**” means any organisation admitted as a Member under clause 5 and whose membership of the Company has not ceased or been terminated for any reason.
- 1.1.10 “**Membership Financial Year**” means the membership financial year of the Company, from 1 January to 31 December.
- 1.1.11 “**Office**” means the registered office for the time being of the Company.
- 1.1.12 “**President**” means the person for the time being holding that office under this Constitution.
- 1.1.13 “**Register**” means the Register of Members required to be kept under this Constitution and the Act (whether kept electronically or otherwise).
- 1.1.14 “**Regulation**” means any regulation or by-law made under this Constitution.
- 1.1.15 “**Seal**” means the common seal of the Company.
- 1.1.16 “**Secretary**” means a person for the time being holding that office under this Constitution.
- 1.1.17 “**Treasurer**” means a person for the time being holding that office under this Constitution.
- 1.1.18 “**Vice President**” means a person for the time being holding that office under this Constitution.
- 1.1.19 “**Special Resolution**” has the same meaning given to that term as in the Act.

## **1.2 References to the Act**

Unless the context otherwise requires, a reference to:

- 1.2.1 the Act includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; and
- 1.2.2 a section of the Act includes any corresponding section for the time being in force.

## **1.3 Presumptions of Interpretation**

Unless the context otherwise requires, a word which denotes:

- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 a person includes an individual, a body corporate, a partnership, a firm, unincorporated association or institution and a government body;
- 1.3.3 all monetary amounts are in Australian dollars; and
- 1.3.4 a notice includes any consent, publication or other written communication.

## **1.4 Application of the Act**

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

## **1.5 Headings**

Headings do not affect the interpretation of this Constitution.

## **1.6 Replaceable Rules**

The replaceable rules in the Act do not apply.

## **1.7 Amendments to Constitution**

Unless the Act provides otherwise, no modification or repeal of this Constitution or any provision of this Constitution will be effective unless it is passed as a special resolution.

# **2 OBJECTS**

2.1 The object for which the Company is established are to:

- 2.1.1 promote unrestricted access to emergency healthcare throughout the world;
- 2.1.2 promote and further develop emergency medicine as a unique and specified body of knowledge in all countries;

- 2.1.3 advance public education and awareness of the science and practice of emergency medicine;
- 2.1.4 promote at an international level interchange, understanding and cooperation among physicians practicing emergency medicine;
- 2.1.5 be recognized as the international voice for quality emergency medical care;
- 2.1.6 promote excellence in healthcare services and cultivate and encourage high principles of practice, ethics and professional integrity in relation to emergency medicine care, medicine practice, education, assessment, training and research;
- 2.1.7 promote and encourage the study, research and advancement of the science and practice of emergency medicine;
- 2.1.8 facilitate the advancement of specialist education and training in emergency medicine through the conduct of projects and research;
- 2.1.9 establish the status of 'Fellowship' and to confer on appropriately qualified individuals (as determined by criteria set by the Board) to that status;
- 2.1.10 establish the IFEM Humanitarian Award and to confer on appropriately qualified individuals (as determined by criteria set by the Board) that Award;
- 2.1.11 foster and promote cooperation and association with organisations which have objectives similar to the Company internationally;
- 2.1.12 provide authoritative advice, information and opinion to other professional organisations, to governments and to the general public in relation to emergency medicine;
- 2.1.13 monitor issues affecting the interests of the Company and to take all such actions as may be deemed necessary for the protection of those interests;
- 2.1.14 exchange information on topics of international interest in relation to emergency medicine;
- 2.1.15 provide a mechanism for international collaborative research in relation to emergency medicine;
- 2.1.16 provide an avenue for international sabbatical and exchange opportunities for practitioners of emergency medicine;
- 2.1.17 act as a forum for common problems and approaches to solving problems specific to emergency medicine;
- 2.1.18 offer advice and guidance to emergency medicine practitioners worldwide in the formation of national associations and training and certification programs;
- 2.1.19 provide a network system of centres to facilitate international cooperation in the event of national or manmade disasters;

- 2.1.20 hold or sponsor meetings, lectures, seminars, symposia or conferences, to promote understanding in medicine and related subjects;
  - 2.1.21 organize an international conference on topics of interest in emergency medicine every 2 years or such other frequency as the Board may determine;
  - 2.1.22 act as a resource in the development of emergency medical services;
  - 2.1.23 provide support for public education programs related to emergency medicine; and
  - 2.1.24 provide policy recommendations on international, public and governmental issues related to emergency medicine.
- 2.2 In pursuit of the achievement of those objects, the Company shall have all powers and functions necessary or desirable to the maximum extent permitted by law.

### **3 LIABILITY OF MEMBERS**

The Liability of Members is limited.

### **4 LIMIT OF CONTRIBUTION BY MEMBERS IN WINDING UP**

Every Member of the Company undertakes to contribute to the property of the Company in the event that the Company is wound up while they are a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted or incurred before they ceased 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 fifty dollars (\$50.00).

### **5 MEMBERSHIP OF THE COMPANY**

#### **5.1 Classes of Membership**

Membership of the Company consist of:

- 5.1.1 Founding Members;
- 5.1.2 Full Members;
- 5.1.3 Affiliate Members;
- 5.1.4 Ex-officio Members,

and such other classes or subclasses as specified in any Regulations for that purpose with such rights and privileges as set out in those Regulations.

#### **5.2 Founding Member**

- 5.2.1 The following organisations are the Founding Members of the Company:
  - (a) The Australasian College for Emergency Medicine;
  - (b) American College of Emergency Physicians;

(c) The College of Emergency Medicine (formerly known as the British Association for Emergency Medicine); and

(d) Canadian Association of Emergency Physicians.

5.2.2 A Founding Member (while they remain a Member) is entitled to vote at meeting of Members.

### **5.3 Full Member**

5.3.1 The Board may admit an organisation to be a Full Member if the organisation is the leading national emergency medicine organization for physicians in a country in which emergency medicine is officially recognized as a medical specialty and where there also exists at least one (1) recognized training program in emergency medicine.

5.3.2 A Full Member is entitled to vote at meeting of Members.

### **5.4 Affiliate Member**

5.4.1 The Board may admit an organisation to be an Affiliate Member if the organisation is a national emergency medicine organization for physicians practicing emergency medicine in a country where the specialty of emergency medicine is not yet officially recognized or residency equivalent training programs in emergency medicine do not yet exist. An Affiliate Member may also be any additional national emergency medicine organization for physicians practicing emergency medicine from a country already represented by a Full or Founding Member.

5.4.2 An Affiliate Member may attend a meeting of Members but is not entitled to vote at meeting of Members.

### **5.5 Ex-officio Member**

5.5.1 The Board may admit an organisation as an Ex-officio member if the organisation is a multinational emergency medicine organization.

5.5.2 An Ex-officio Member may attend a meeting of Members but is not entitled to vote at meeting of Members.

### **5.6 Rights not transferable**

The rights and privileges of every Member shall be personal and shall not be transferred or transmitted.

### **5.7 Admission to membership**

5.7.1 The Board may recommend to the Members that an eligible and qualified organisation should be inducted to the membership of the Company.

5.7.2 The admission to membership of any organisation is subject to payment of any fee or subscription applicable.

5.7.3 Application for membership must be made in writing on the application form approved by the Board together with any additional

documentation supporting the category for which the application is made as required.

- 5.7.4 The Board will review all applications for membership and decide on the category of membership that a new Member may be eligible for.
- 5.7.5 Final acceptance for any new Member will be by approval of at least two thirds of the Members eligible to vote at the next meeting of Members that occurs after the Board has made a recommendation to the Members.
- 5.7.6 The Board will endeavour to make a recommendation to the Members on an application for membership at the Board meeting which occurs no earlier than ninety (90) days after receipt of the application for membership.
- 5.7.7 Any organisation applying for Full or Affiliate membership must if required by the Board ensure that a representative from the organization attends the Board meeting where the vote on the organisation's membership recommendation is to take place, and must if required by the Board also attend the Members meeting where the vote on the organisation's membership is to take place.

## **5.8 Change of Membership Category**

Any Member who wishes to change their category of membership may do so by making a written application to the Board and providing appropriate documentation for the category of application. If the change in category is not approved, the Member will retain their previous membership category.

## **5.9 Names to be entered in the Register**

The name of any organisation admitted to membership of the Company, must be entered in the Register.

## **6 MEMBERSHIP SUBSCRIPTIONS**

- 6.1 The Board, if it believes there is a good and compelling reason for doing so, may determine different rates of annual subscription for Members within the same class of membership. The subscriptions payable by Members of the Company shall be of such amount and at such time as the Board from time to time prescribes (and pro rata for any part of a year).
- 6.2 If the subscription of a Member is unpaid for a period of 12 calendar months after it becomes due, the Member ceases to be a Member of the Company and loses all rights and privileges of membership. The Board may, if it thinks fit, reinstate the Member upon payment of all arrears (on such conditions as the Board determines, including payment of interest of arrears of unpaid subscriptions).

## **7 CESSATION OF MEMBERSHIP**

### **7.1 Automatic termination of membership**

Subject to this Constitution, the membership of any Member terminates if:

- 7.1.1 the Member resigns in writing;
- 7.1.2 the Member ceases to exist;



- 7.1.3 the Member suspends payment of its debts generally;
- 7.1.4 the Member is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Act;
- 7.1.5 the Member enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- 7.1.6 the Member ceases to carry on business or threatens to cease to carry on business;
- 7.1.7 an application or order is made for the winding up or dissolution of the Member or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Member, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the other Member.

## **7.2 Termination of membership by resolution of the Board**

- 7.2.1 Subject to this Constitution, the Board may at any time terminate the membership of a Member, by passing a resolution of the Board by not less than a two-thirds (66.6%) majority, if the Member:
  - (a) ceases to be eligible for admission to membership of the Company;
  - (b) refuses or neglects to comply with the provisions of this Constitution or any applicable Regulation made by the Board;
  - (c) engages in conduct which in the opinion of the Board is unbecoming of Members or is prejudicial to the interests of the Company; or
  - (d) subject to clause 6.2, fails to pay any debt due to the Company for a period of six (6) months after the due date for payment.
- 7.2.2 Subject to clause 6.2, a decision of the Board (or a committee of the Board appointed for that purpose) under this clause 7 is not effective unless:
  - (a) the Member concerned has been given a notice of the resolution to be considered by the Board (or a committee of the Board appointed for that purpose) and a copy of any business papers circulated regarding the resolution not less than 60 days prior to the date of the meeting. If the business papers do not contain particulars of any allegations supporting the resolution that is to be considered, a statement setting out those allegations must be given;
  - (b) the Member has been permitted to make submissions to the meeting in writing and orally;
  - (c) the Member is given an opportunity to respond to any matters raised in the meeting. The Board (or committee) may ask the Member to leave the meeting during its deliberations once submissions from all interested parties are complete; and

(d) notice of the decision of the Board (or committee) is given promptly to the Member.

7.2.3 A decision under clause 7.2.2 may be subject to appeal under Regulations relating to appeals made for that purpose.

### **7.3 Name to be removed from Register**

The name of any organisation ceasing to be a Member of the Company must be removed from the Register.

### **7.4 Consequence of termination of membership**

7.4.1 Any Member whose membership of the Company terminates for any reason in accordance with this Constitution:

(a) ceases to be entitled to any of the rights and privileges of a Member;

(b) may be required to return its membership Certificate(s) to the Company within 14 days of receiving notice of the termination of the Member's membership of the Company; and

7.4.2 The Board may in its absolute discretion give notice or publish to the public generally or to any professional body or organisation the fact that any such organisation has ceased to be a Member of the Company.

### **7.5 Continuing obligations**

7.5.1 Any organisation which ceases to be a Member of the Company forfeits all the rights and privileges of membership and shall have no rights in or claim upon the Company for the property or funds of the Company except as a creditor.

7.5.2 Without limiting clause 7.5.1, termination of membership for any reason does not affect the liabilities and obligations of a Member (whether they arise under this Constitution or otherwise), including any obligation to pay any membership subscriptions payable on or before termination, existing at the date of termination or which arise or become known after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.

7.5.3 No former Member of the Company is eligible for readmission until all arrears of subscriptions and any interest imposed by the Board, if any, due to the Company at the date when their former membership ceased are paid.

## **8 ANNUAL GENERAL MEETING**

8.1 An Annual General Meeting of the Members must be held in each year, unless otherwise permitted by law.

8.2 The Board shall determine the time and the place of the Annual General Meeting.

## **9 CALLING MEETINGS OF MEMBERS**

9.1 The Board may call a meeting of Members.

- 9.2 The Board must call a general meeting of the Company as required under the Act or if the Company receives a written request from the lesser of:
- 9.2.1 at least 25% of Members who are entitled to vote at the general meeting; or
  - 9.2.2 at least 4 Members who are entitled to vote at the general meeting, and the written request:
    - 9.2.3 states the resolutions to be proposed at the general meeting; and
    - 9.2.4 is signed by all the Members making the request.
- 9.3 If Members request a general meeting in accordance with clause 9.2;
- 9.3.1 the Board must call the general meeting within twenty eight (28) days after the request is given to the Company; and
  - 9.3.2 the meeting must be held within two (2) months after the request is given to the Board.
- 9.4 If the Board does not call a general meeting that was requisitioned by Members in accordance with clause 9.3 within twenty eight (28) days after the request is given to the Company, then Members with more than 50% of the votes of all the Members who made the request under clause 9.2 may call and arrange to hold a general meeting.
- 9.5 Notice requirements**
- 9.5.1 At least 28 days notice must be given of a meeting of Members unless the Act permits shorter notice.
  - 9.5.2 Subject to clause 9.5.1, a notice of a meeting of Members must:
    - (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
    - (b) state the general nature of the meeting's business;
    - (c) if a special resolution is to be proposed at the meeting-set out an intention to propose the special resolution and state the resolution; and
    - (d) if a Member is entitled to appoint a proxy, the notice of meeting of Members must contain a statement setting out that the Member has a right to appoint a proxy.

## **10 PROCEDURE AT A GENERAL MEETING**

### **10.1 Annual General Meeting business**

The business of the Annual General Meeting shall include without limitation:

- 10.1.1 to receive and consider the report of the Board;

- 10.1.2 to consider the annual financial reports, reports of the Board and the auditor's report;
- 10.1.3 to consider any proposed alteration of the Constitution;
- 10.1.4 to appoint an auditor, if necessary; and
- 10.1.5 to transact any other business which ought to be transacted at an Annual General Meeting of which notice has been given in the notice of meeting.

## **10.2 Quorum at a general meeting**

- 10.2.1 Business may not be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business and while business is being conducted.
- 10.2.2 Except as otherwise set out in this Constitution, one half of the total membership of the Company present in person and entitled to vote at a general meeting is a quorum.
- 10.2.3 If a quorum is not present within 15 minutes of the time appointed for a general meeting, or a longer period allowed by the Chairperson, the meeting shall stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Chairperson.
- 10.2.4 At an adjourned meeting, if a quorum is not present within 15 minutes of the time appointed for the meeting, the Members present and entitled to vote shall be a quorum and may transact the business for which the meeting was called.
- 10.2.5 Members may participate in any meeting remotely by electronic means permitted under the Act.

## **10.3 Chairperson**

A general meeting shall be chaired by:

- 10.3.1 the President; or
- 10.3.2 if the President is absent or unable or unwilling to act, the Vice President; or
- 10.3.3 if the Vice President is absent or unable or unwilling to act, a Director elected by the Members present.

## **10.4 Adjournment of meetings**

- 10.4.1 The Chairperson may, with the consent of any meeting at which a quorum is present, and must if directed by the meeting, adjourn the meeting to another time and to another place.
- 10.4.2 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

- 10.4.3 When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 1 month or more.

## **10.5 Voting**

- 10.5.1 At a general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a ballot is (before or on the declaration of the result of the show of hands) demanded.
- 10.5.2 Subject to this Constitution, every Full Member and Founding Member present in person has one vote on a show of hands and every Full Member and Founding Member present in person or by proxy has one vote on a ballot and no other class of Member shall be entitled to vote.
- 10.5.3 If there is an equality of votes, whether on a show of hands or on a ballot, the Chairperson has a casting vote in addition to the Chairperson's deliberative vote.
- 10.5.4 An objection to the qualification of a voter must be referred to the Chairperson who must rule on the objection before a vote is taken.
- 10.5.5 If a ballot is not duly demanded, a declaration by the Chairperson that on a show of hands a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect is made in the book containing the minutes of the general meeting of Members is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## **10.6 Conduct of a ballot**

- 10.6.1 A ballot may not be taken on the election of a Chairperson or on a question of adjournment.
- 10.6.2 A ballot may be demanded by:
- (a) the Chairperson; or
  - (b) any five (5) Members present in person or by proxy entitled to vote.
- 10.6.3 The demand for a ballot may be withdrawn.
- 10.6.4 The demand for a ballot does not prevent the continuance of a meeting for the transaction of business other than the question on which the ballot is demanded.
- 10.6.5 If a ballot is duly demanded, it must be taken in the manner and at such time as the Chairperson directs. The result of the ballot is the resolution of the meeting on the question concerned.

## **10.7 Proxies**

- 10.7.1 A document appointing a proxy by a Member may be in the form issued with the notice of the meeting or in a common or usual form approved by the Board.

- 10.7.2 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution other than as specified in the document (if any).
- 10.7.3 The document appointing a proxy and any power of attorney or other authority (if any) under which the proxy is signed (or a copy of that power or authority certified to be a true copy by a legal practitioner or justice of the peace) must be given (and may be given by facsimile) to the Office, or at another place specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting.
- 10.7.4 A vote given in accordance with the terms of a document appointing a proxy is valid despite the occurrence of any one or more of the following events if no notice in writing of any of those events has been received at the Office before the commencement of the meeting or adjourned meeting at which the document is used:
- (a) the revocation of the instrument or of the authority under which the instrument was executed; or
  - (b) the termination of membership of the Member.

## **10.8 Only financial Members to vote**

No Member is entitled to:

- 10.8.1 be present;
- 10.8.2 vote on any question either personally or by proxy;
- 10.8.3 vote as a proxy for another Member; or
- 10.8.4 be reckoned in a quorum,

at any general meeting of the Company if their annual membership subscription remains unpaid beyond the due date by more than six (6) calendar months.

## **10.9 Postal ballot**

- 10.9.1 In respect of any business which may be validly considered at a general meeting (including an Annual General Meeting) pursuant to this Constitution, the Board may (in lieu of a Meeting) conduct a Postal Ballot of the Members entitled to vote (in this Constitution referred to as a "Postal Ballot").
- 10.9.2 At least thirty days prior to the closing date of a Postal Ballot, the Company must send to all Members entitled to vote ballot papers, giving particulars of the business in relation to which the Postal Ballot is conducted, an explanation of the method of voting and a voting form (all in a form and with such content as then the Board may approve) and shall give all Members notice of the closing date of the Postal Ballot.
- 10.9.3 The Company shall receive all voting forms received from Members in respect of a Postal Ballot and shall promptly advise the Board of the result of the Postal Ballot. Any voting form received at the Office

after 1700 hours on the closing date of a Postal Ballot shall be deemed to be invalid and not be counted.

- 10.9.4 In the event of an equal number of votes in respect of any business for which a Postal Ballot is conducted, the President (or acting President, in the President's absence) shall have a second or casting vote.
- 10.9.5 In all other respects, subject to this Constitution, the Board shall determine any other procedures or matters in relation to the conduct of any Postal Ballot and shall have power to make Regulations for that purpose, including the technology under which the Postal Ballot is to be conducted.
- 10.9.6 In the event of any dispute by any Member in relation to the validity or conduct of any Postal Ballot, such Member shall within 30 days of the closing date of such Postal Ballot, give notice in writing to the Board stating the grounds of their complaint. The Board may thereupon either itself investigate the complaint or may appoint a committee for that purpose. After hearing the complaint the Board shall determine the matter and its decision thereon shall be final.

#### **10.10 Use of Technology**

The Company may hold a meeting of its Members from 2 or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.

### **11 BOARD**

#### **11.1 Manage general business of the Company**

- 11.1.1 The business of the Company is to be managed by the Board which may exercise all powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting or prescribed by the Company in general meeting. No proper 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.
- 11.1.2 The Board shall invest the funds of the Company not immediately required for the purposes of the Company in any one or more of the modes of investment from time to time authorised by law for the investment of trust funds.
- 11.1.3 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 Board from time to time determines.

#### **11.2 Power to delegate**

- 11.2.1 The Board may delegate any of its powers (other than that of delegation) to committees comprising persons appointed by the Board.
- 11.2.2 The Board may revoke any delegation of its powers by ordinary resolution.

- 11.2.3 Any committee exercising the delegated power of the Board shall comply with any conditions or limitations imposed by the Board.

### **11.3 Regulations**

- 11.3.1 The Board shall have power from time to time to make, amend and repeal all such regulations as it deems necessary or desirable for the proper conduct and management of the Company, the regulation of its affairs and the furtherance of its objectives, subject to ratification by the Members.

- 11.3.2 Without in any way limiting the power of the Board under clause 11.3.1, the Board may make, amend and repeal Regulations in relation to:

- (a) procedural matters in relation to application for all classes of membership of the Company (whether by way of examination, election or otherwise);
- (b) entrance fees, annual subscriptions and other fees payable by all classes of membership of the Company;
- (c) rights and privileges to be accorded to all classes of membership of the Company;
- (d) the nomination and election of Directors of the Company;
- (e) the conduct of postal ballots of Members of the Company; and
- (f) the membership, purpose and proceedings of committees of the Board and the Company.

- 11.3.3 No Regulation shall be inconsistent with, nor shall it affect the repeal or modification of, anything contained in this Constitution.

- 11.3.4 All Regulations shall be binding upon all Members. A record of all Regulations shall be kept in such place as the Board shall appoint for that purpose.

## **12 BOARD MEMBERS**

### **12.1 Composition of the Board**

- 12.1.1 The Board of the Company shall comprise the following office-bearers, who form the executive:

- (a) President;
- (b) Vice President;
- (c) Immediate Past President;
- (d) Secretary;
- (e) Treasurer;
- (f) subject to clause 15.8.5 the President Elect;



(g) six directors elected to represent the following geographic regions:

- (1) Africa
- (2) Asia
- (3) Australasia
- (4) Central and South America
- (5) Europe
- (6) North America, and

(h) any other position that the Board determines.

12.1.2 Unless the Act provides otherwise, the minimum number of Director must not be less than three (3).

## **12.2 Election of Directors**

In each year in which an ICEM is held, or if the Members resolve otherwise at the Annual General Meeting, the Company must hold a meeting of Members:

- 12.2.1 to elect the Vice-President, Treasurer, Secretary and other Directors in place of those retiring or ceasing to hold office;
- 12.2.2 to elect the President Elect two (2) years prior to the conclusion of the then President's term; and
- 12.2.3 for the Members (as listed in clause 12.1.1 (g)) to elect their respective regional directors in place of those retiring or ceasing to hold office.

## **12.3 Term of office of Director**

Subject to clause 15.8 the term of office for a Director shall be two (2) years commencing at the end of the ICEM meeting in the year of their election pursuant to clause 12.2.

## **12.4 Removal of Director**

A Director may be removed from office by ordinary resolution of a general meeting of the Company.

## **12.5 Termination of office of Director**

The office of a Director becomes vacant if the Director:

- 12.5.1 resigns that office by notice in writing to the Company;
- 12.5.2 is absent from three consecutive meetings of the Board (other than meetings of the Board called on less than 48 hours notice) without leave of absence;
- 12.5.3 becomes an employee of the Company;

- 12.5.4 is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare that interest in the manner required by the Act (or at the first meeting of the Board after the relevant facts have come to the Director's knowledge) and the Board determines that the Director should no longer be a Director;
- 12.5.5 becomes bankrupt;
- 12.5.6 becomes a person whose estate or person is liable to be dealt with in any way under the law relating to mental health or disability; or
- 12.5.7 is removed from office by operation of the Act.

## **12.6 Casual vacancies**

- 12.6.1 A casual vacancy shall mean any vacancy in the membership of the Board caused otherwise than by the retirement of a Director at the end of their term.
- 12.6.2 The Board may appoint a qualified person as a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of directors shall not at any time exceed the maximum number fixed or determined by or pursuant to this Constitution. Any director so appointed will hold office only until the conclusion of the next following annual general meeting of the Company but will, subject to the Act and the Constitution, be eligible for re-election at such meeting.
- 12.6.3 Any Director appointed pursuant to this clause shall hold office only until the next election of Directors and shall be eligible for re-election in accordance with this Constitution.
- 12.6.4 For the purposes of this clause the period of time served pursuant to clause 12.6.2 shall not be counted as a period of office.

## **13 MEETINGS OF THE BOARD**

### **13.1 Meetings**

- 13.1.1 The Board may meet for the transaction of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 13.1.2 A meeting of the Board shall be convened on the requisition of the President or any two Directors.

### **13.2 Notice of Board meetings**

- 13.2.1 At least 60 days notice of a meeting of the Board must be given to each Director specifying the place, time and date of the meeting and the general nature of items to be discussed.
- 13.2.2 Shorter notice may be given if at least 75% of the Directors agree or if the President considers that the business of the meeting is urgent.

**13.3 Quorum**

- 13.3.1 The quorum necessary for the transaction of the business of the Board is one half of the total membership of the Board unless the Board resolves that a greater number shall constitute a quorum.
- 13.3.2 If at any time the number of Directors is less than a quorum the Board may meet only for the purpose of filling any casual vacancies or for calling a general meeting of Members.
- 13.3.3 The Board may act notwithstanding any vacancy on the Board.

**13.4 Chairperson**

- 13.4.1 The President shall take the Chair at all meetings of the Board (or in the absence of the President, the Vice President shall Chair).
- 13.4.2 If the President or Vice President are not present at any meeting of the Board within fifteen minutes after the time appointed for holding the meeting the Directors present shall elect a Director present to be Chairperson of the meeting.

**13.5 Voting**

- 13.5.1 Questions arising at a meeting of the Board shall be decided by a majority of votes of Directors present and entitled to vote. A decision by a majority of the Directors present and voting is for all purposes a decision of the Board.
- 13.5.2 The Chairperson of the meeting has a casting vote in addition to a deliberative vote where there is an equality of votes.

**13.6 Written resolution**

- 13.6.1 A written resolution signed or approved by electronic mail by 75% of all Board Members entitled to vote (other than any Director on leave of absence) is taken to be a decision of the Board Members passed at a meeting of the Board duly convened and held.
- 13.6.2 The written resolution may consist of:
- (a) several documents in like form, each signed by one or more Director and, if so signed, takes effect on the last date on which a Director signs one of the documents; or
  - (b) the printed record of several electronic mail messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Director sends such a message.

### **13.7 Telephone or video conference meetings**

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

### **13.8 Defects in appointment or qualification of a Director**

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

### **13.9 Director's interest**

13.9.1 This clause 13.9 applies if:

- (a) a Director has an interest or duty in relation to a matter that is not a material personal interest; or
- (b) a Director with a material personal interest in relation to the Company's affairs:
  - (1) complies with the requirements of the Act in relation to disclosure of the nature and extent of the interest and its relation to the Company's affairs before acting in a matter that relates to the interest; or
  - (2) does not have to disclose his or her material personal interest to the other Directors under the Act.

13.9.2 Subject to clause 13.10, the Director is not in breach of his or her duties to the Company merely because he or she acts in matters that relate to the Director's interest; or

13.9.3 In relation to any transactions that relate to the Director's interest:

- (a) the transactions may proceed;
- (b) the Company cannot avoid the transactions merely because of the Director's interest; and
- (c) the Director may retain benefits under the transactions despite the Director's interest.

### **13.10 Participation by interested Directors**

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

13.10.2 Subject to clause 13.10.5, the Director must not:

- (a) be present while the matter is being considered at the meeting;  
or
  - (b) vote on the matter.
- 13.10.3 The Director is not in breach of duty to the Company merely because he or she does not act in relation to the matter.
- 13.10.4 The Board may vote on matters that relate to the Director's interest in the Director's absence.
- 13.10.5 The prohibition in clause 13.10.2 does not apply if:
- (a) the Director does not have to disclose his or her material personal interest to the other Director under the Act; or
  - (b) Directors who do not have a material personal interest in the matter have passed a resolution that:
    - (1) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
    - (2) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present.

## **14 REMUNERATION OF BOARD MEMBERS**

- 14.1 The income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution. Subject to this clause 14, no income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to any Director or Member.
- 14.2 Nothing in this clause prevents:
- 14.2.1 the payment in good faith of:
    - (a) remuneration to any Director for services actually rendered to the Company;
    - (b) an amount to any Director in return for any services actually rendered to the Company or for goods supplied in the ordinary course of business;
    - (c) interest (at a rate not exceeding any rate which may at any time be fixed for the purpose of this clause by Regulation but not exceeding the highest rate charged by trading banks carrying on business in Australia on overdraft accounts of less than \$100,000) on money borrowed from any Director; or
    - (d) reasonable rent for premises let by any Director; or
  - 14.2.2 the Company from providing services or information to Members on terms which are different from the terms under which services or information are provided to persons who are not Members.

- 14.3 No remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Director except:
- 14.3.1 for the payment of out-of-pocket expenses incurred by the Director in the performance of any duty as a Director, where the amount payable does not exceed any amount previously approved by the Board; or
  - 14.3.2 for payment for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity of the Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and commercially would be reasonable payment for the service.
- 14.4 No Director may be appointed to any salaried office of the Company unless that Director relinquishes his or her position on the Board prior to appointment.

## **15 ROLE OF MEMBERS OF THE BOARD**

### **15.1 President**

The President must:

- 15.1.1 supervise and direct the operations of the Board;
- 15.1.2 prepare agendas for Board and Board meetings;
- 15.1.3 speak on behalf of the Company;
- 15.1.4 to call and chair meetings of the Board; and
- 15.1.5 any other function that the Board determines that the role of President must fulfil.

### **15.2 Vice President**

The Vice-President must:

- 15.2.1 undertake the duties of the President if the President is temporarily unable to carry out those duties due to illness or inability to attend a meeting;
- 15.2.2 assist the President in their functions; and
- 15.2.3 any other function that the Board determines that the role of Vice President must fulfil.

### **15.3 Immediate Past President**

The Immediate Past President must:

- 15.3.1 aid the President in learning and taking on the role of President;
- 15.3.2 assist in completing projects initialled during their term of President; and
- 15.3.3 any other function that the Board determines that the role of Past-President must fulfil.

## 15.4 Secretary

- 15.4.1 The Secretary must fulfil the role of secretary for the purposes of the Act, and must:
- (a) supervise the administration of the Board;
  - (b) maintain written records of all official meetings of the Members, the Board, or any Sub-Committee;
  - (c) in conjunction with the President record, review and distribute minutes of the meetings of the Board;
  - (d) in conjunction with the President prepare agendas for meetings; and
  - (e) any other function that the Board determines that the role of Secretary must fulfil.
- 15.4.2 Subject to clause 15.4.5, and unless the Act allows otherwise, the Secretary must ordinarily reside in Australia.
- 15.4.3 If the Board appoints more than one secretary for the purposes of the Act, at least one of these secretaries must ordinarily reside in Australia.
- 15.4.4 If more than one secretary is appointed, the Board may determine which secretary is to be the Secretary (and therefore a Director) and which is to be the deputy or assistant Secretary (and not a Director).
- 15.4.5 So long as one secretary ordinarily resides in Australia, the Secretary may reside elsewhere.

## 15.5 Treasurer

The Treasurer must:

- 15.5.1 monitor and manage the financial accounts of the Company;
- 15.5.2 provide a written financial report at each Board meeting, or as requested by the President or the Board;
- 15.5.3 prepare the annual reports of the Company;
- 15.5.4 in conjunction with any finance committee, prepare a budget for consideration and approval by the Board; and
- 15.5.5 any other function that the Board determines that the role of Treasurer must fulfil.

## 15.6 President Elect

The President Elect must:

- 15.6.1 learn the duties of President; and
- 15.6.2 familiarise themselves with all current and past activities of the Company;

**15.7 Other Directors**

The role and function of any other Directors role is determined by the Board.

**15.8 Term of office**

- 15.8.1 The President shall hold office for two (2) years. On the conclusion of the President's term, the President Elect shall become the President.
- 15.8.2 In the event that the President is permanently unable to carry out the duties of President pursuant to this Constitution due to death, illness or otherwise by being removed from office pursuant to clauses 12.4 or 12.5 the Vice President shall assume the office of President for the remainder of the then President's term.
- 15.8.3 The Vice President, Secretary, Treasurer shall hold office for two (2) years.
- 15.8.4 The Immediate Past President shall hold office until such time as a new President has been appointed, at which time the current President becomes the Immediate Past President.
- 15.8.5 The President Elect shall be elected immediately prior to the end of the current President Elect's term.
- 15.8.6 All other directors apart from the President, Immediate Past President, President Elect, Vice President, Secretary and Treasurer shall hold office for the period stated in clause 12.3.
- 15.8.7 For the purposes of this clause, the period of time served pursuant to clause 12.6 shall not be counted as a term of office.

**16 COMMITTEES**

- 16.1 The Board may delegate all or any of its functions, powers or discretions to committees comprising such persons as the Board determines.
- 16.2 The Board shall determine the powers and duties of each Board committee and each committee shall in the exercise of its powers conform to any regulations imposed on it by the Board.
- 16.3 Subject to any Regulation made pursuant to clause 16.2, each committee may meet, convene its meetings, adjourn and otherwise regulate its proceedings as it thinks fit.
- 16.4 The Board shall review the continuing need for each committee of the Board and the membership of each such committee at least every two years.
- 16.5 The committees of the Company shall include the Finance Committee, Education and Curriculum Committee, Specialty Implementation Committee, Governance Committee, Clinical Practice Committee, Continuing Professional Development Committee, Research Committee and such other committees as the Board determines.



## **17 CHIEF EXECUTIVE OFFICER**

The Board may appoint a Chief Executive Officer (“**CEO**”) or acting CEO for such term and at such remuneration and upon such conditions as it may think fit (“**CEO**”). The CEO may be removed by the Board.

## **18 EXECUTION OF DOCUMENTS**

### **18.1 Execution under common seal**

The Company may execute documents (including any deed or negotiable instrument) by affixing the Company's common seal to that document. If the Company has a common seal:

- 18.1.1 the directors shall provide for the safe custody of the seal; and
- 18.1.2 the seal shall be used only by the authority of the directors, or of a committee of the directors authorised by the directors to authorise the use of the seal, and every document to which the seal is affixed shall be signed by a director and be countersigned by another director, a secretary or another person appointed by the directors to countersign that document or a class of documents in which that document is included.

### **18.2 Execution without common seal**

The Company may execute documents (including any deed or negotiable instrument) without affixing a common seal to those documents if the document is signed by:

- 18.2.1 two directors;
- 18.2.2 a director and the secretary; or
- 18.2.3 where the Company has only 1 director who is also the only secretary of the Company, by that person who must state in writing next to that person's signature that that person is executing the document in that person's capacity as sole director and sole secretary of the Company.

## **19 ACCOUNTS**

### **19.1 The Company to keep accounts**

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

### **19.2 Where accounts to be kept**

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

### **19.3 Accounts open for inspection**

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

## **20 AUDIT**

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

## **21 NOTICES**

### **21.1 Means of giving notices**

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

- (a) mail (postal service);
- (b) facsimile; or
- (c) electronic mail,

to the appropriate address or number of the addressee.

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

21.1.3 Notices given to the Company must be marked for the attention of the Secretary.

### **21.2 Address for service**

The address for service is:

21.2.1 in the case of a Member or Director, the home address (or postal address, electronic mail address or facsimile number in the case of postal, electronic main or facsimile dispatch) of the Member or Director specified in the Register; and

21.2.2 in the case of the Company, the address (or any postal address, electronic mail address or facsimile number in the case of postal or electronic or facsimile dispatch) of the Office.

### **21.3 Notification of change of address**

21.3.1 If the home address, postal address, electronic mail address or facsimile number of a Member changes, the Member must promptly give notice of the change to the Company.

21.3.2 The Company must promptly notify Members of any change in its address.

### **21.4 Time notices are effective**

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

21.4.1 if delivered to the home address of the addressee, at the time of delivery;

- 21.4.2 if it is sent by post to the home address or postal address:
- (a) if the notice is notice of a meeting – on the first business day after sending;
  - (b) otherwise – on the third (or seventh if outside Australia) business day after sending,
- 21.4.3 if sent by electronic mail or facsimile to the electronic mail address or facsimile number of the addressee, at the time transmission is completed.

## **21.5 Proof of giving notices**

- 21.5.1 Proof of the sending of a notice by facsimile and the time of completion of transmission may be established by production of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicated that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
- 21.5.2 A certificate signed by a Director or CEO that a notice was delivered or posted at a particular time is conclusive evidence that the notice was delivered or posted at the time.
- 21.5.3 A certificate signed by a Director or CEO that a notice was sent by electronic mail at a particular time and that an “undeliverable mail” message has not been received in relation to it is conclusive evidence that the notice was sent and received at that time.

## **22 WINDING UP**

- 22.1 Where, on the winding-up or dissolution of the Company, there is a surplus of assets after satisfying all the Company’s liabilities and expenses, the surplus shall not be paid to or distributed amongst the Members but shall be given or transferred to some other institution having similar objects to those described in this Constitution situated within the Commonwealth of Australia and which:
- 22.1.1 is required by its Constitution to apply its profits or income in promoting its objects;
  - 22.1.2 is prohibited from paying any profits or dividends to its Members to the same extent as set out in this Constitution; and
  - 22.1.3 itself, is exempt from income tax.
- 22.2 That institution shall be determined by the Board prior to the dissolution of the Company or failing such determination, by application to an appropriate Court.

## **23 INDEMNITY**

- 23.1 Every officer and past officer of the Company must be indemnified by the Company to the fullest extent permitted by law against a liability incurred by that person as an officer of the Company or a subsidiary of the Company including legal costs and expenses incurred in participating in, being involved in or defending any legal proceedings. This indemnity does not extend to any liability incurred by the officer arising from any claim made by that officer against the Company (whether that claim is made solely by the officer or otherwise).

- 23.2 For the purposes of clause 23.1, “legal proceedings” means any claim, action, suit or demand, enquiry, Royal Commission or other regulatory investigations, whether civil or criminal, which relates to or arises in connection with the officer or agent being an officer or agent of the Company.

## **24 LIABILITY INSURANCE**

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