

Attachment 4

**International Institute for negotiation
and Conflict Management**

**Memorandum and Articles of
Association**

MEMORANDUM OF ASSOCIATION

of

INTERNATIONAL INSTITUTE FOR NEGOTIATION AND CONFLICT MANAGEMENT

1. Name of Company

The name of the Company is International Institute for Negotiation and Conflict Management.

2. Objects

The objects ("Objects") for which the Company is established are to:

- (a) promote excellence in course development and in teaching materials in the disciplines of Negotiation, Conflict Management and Dispute Resolution ("the Disciplines") within Australia and internationally.
- (b) develop and regularly update courses of international excellence for individual subjects and modules in the Disciplines.
- (c) develop courses in areas including enterprise bargaining, cross cultural and small to medium sized business applications, modern management theory and practices.
- (d) develop course notes, teaching materials, teaching aids, audio-visual aids and all written materials necessary to ensure the highest possible teaching standards for university and other courses in all aspects of the Disciplines.
- (e) develop innovative and industry relevant world class teaching strategies for individual subjects, and modules within subjects, within the Disciplines.
- (f) develop specific national and international applications of these courses within the Disciplines to meet individual university's needs, wherever situate, and to meet the needs of specific industry partners.
- (g) encourage and facilitate the research and development necessary to progress the Disciplines and to underpin the development of new courses with the latest knowledge and best-practice.
- (h) disseminate the knowledge acquired through pursuing the Objects among member universities and to the university community generally to encourage member and non-member universities in Australia and Overseas to purchase the courses and teaching materials.

- (i) establish and regularly review quality standards for course curricula, for teaching materials and practice in the Disciplines.
- (j) collaborate closely with leading firms in industry and with peak industry associations in Australia and internationally to ensure the relevance of the courses and research, and to develop means of disseminating to industry and business communities of different national cultures such information and knowledge most appropriate to their needs.
- (k) create a base of private industry sector funding throughout Australia and internationally
- (l) aim for the Company to be fully self-funding within three years through private sector fund-raising, membership income and the marketing of courses, teaching material and research.
- (m) provide member universities and industry with convenient access to current national and international best practice in the Disciplines.
- (n) demonstrate the central role that the Disciplines can provide industry in the attainment of best practice and increased productivity and competitiveness.
- (o) enhance the capability of industry to minimise, manage, and resolve disputes in their local, national and international dealings.
- (p) foster recognition of the Disciplines within industry, the professions and the broader community.
- (q) raise understanding and awareness in industry, commerce, government and the professions of the Disciplines through lectures, conferences, media releases, or any other method of communication.
- (r) generally assist members in the offering of formal courses in all areas relevant to the Disciplines directed at industry, commerce, government, and the professions.
- (s) commission member universities and others to carry out the work required to assist in the attainment of these Objects.
- (t) purchase, lease or otherwise acquire equipment including software for use by the Company, in pursuit of its objectives, and to sell, lease or otherwise dispose of such equipment;
- (u) borrow money and obtain funds from sponsors and other persons wishing to support the objectives of the Company;
- (v) invest or deal with any moneys of the Company in such manner as the Company may think conducive to the Objects of the Company;

- (w) appoint, employ, remove, suspend and provide all usual entitlement for such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Company;
- (x) do all such other lawful things as are incidental or conducive to the attainment of any or all the Objects of the Company.

3. Capacity

Notwithstanding the provisions of clause 2 hereof the Company has, both within and outside Australia, the legal capacity of a natural person and may do all such lawful things as a natural person may do.

4. No Distribution to Members

The income and property of the Company must be applied solely towards the promotion of the Objects and no portion of them may be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the members of the Company. Nothing in the Memorandum of Association prohibits:

- (a) the payment in good faith of remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business;
- (b) the payment of interest, at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the directors on money borrowed from any members of the Company; or
- (c) the payment of reasonable and proper rent for premises let by any members to the Company.

5. Limited Liability

The liability of the members of the Company is limited.

6. Guarantee

Every member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he or she 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 twenty dollars (\$20.00).

7. Alteration of Memorandum and Articles of Association

Neither the Memorandum nor the Articles of Association of the Company may be altered unless a resolution authorising such alteration:

- (i) was passed at a meeting of the Board by a majority of the members of the Board present and voting; and
- (ii) was passed at a meeting of the Council of Monash University, while it remains a Member, by a majority of the members of the Council present and voting; and
- (iii) was passed at a meeting of the Members by not less than 75% of the Members present and voting.

8. Winding Up

If on a winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, that property must not be paid to or distributed amongst the Members of the Company but must be given or transferred in equal shares to those of the following Universities, the objects of which as stated in their respective constitutions (or elsewhere), are restricted to one or more of the objects specified in section 383(1)(a) of the Corporations Law and to objects incidental or conducive to those so specified and which by its constitution (or otherwise) is required to apply its profits (if any) or other income in promoting its objects and is prohibited from paying any dividend to its members, namely Curtin University of Technology, Flinders University of South Australia, Monash University, Queensland University of Technology, National University Of Singapore, University of South Australia, and University of Technology, Sydney.

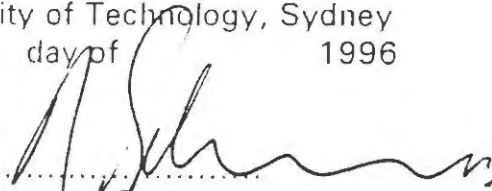
9. Subscribers to the Memorandum


The name, address and description of each of the subscribers are as set forth below. The subscribers hereto wish to form a company under this Memorandum of Association.

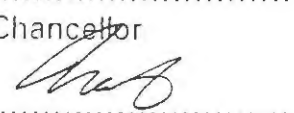
Names, Addresses, and
Descriptions of Subscribers

University of Technology, Sydney
1 Broadway
SYDNEY NSW 2007


The Common Seal of
University of Technology, Sydney was hereunto
affixed by authority of the Council of the
University of Technology, Sydney
this day of 1996

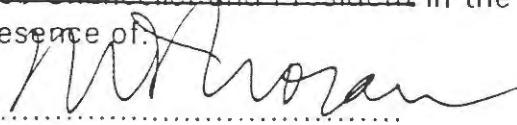

.....
Chancellor

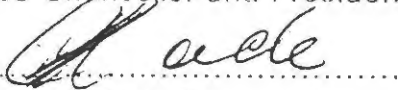

.....
Vice Chancellor


.....
University Secretary

Monash University
Wellington Road
Clayton VIC

 The Common Seal of Monash University
was hereto affixed on the 1st day of
July 1996 by direction of the Council
~~Vice Chancellor and President~~ in the
presence of.


.....
Vice Chancellor and President


.....
General Manager

Names, Addresses, and
Descriptions of Subscribers

Curtin University of Technology
Kent Street
Bentley WA 6102

THE COMMON SEAL of CURTIN)
UNIVERSITY OF TECHNOLOGY was)
hereto affixed on the)
day of 1996)
by the authority of)
)

.....
Vice-Chancellor

.....
Administrative Secretary

The Flinders University of South Australia
Bedford Park
Adelaide SA 5042

THE COMMON SEAL of THE FLINDERS)
UNIVERSITY OF SOUTH AUSTRALIA)
was affixed hereto pursuant to Clause 3)
of Statute 1.1 of the Statutes of the)
University on the day of)
1996.)
)

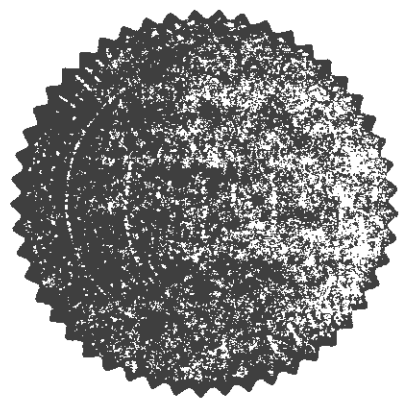
R. Barnes

.....
[Signature]
.....

Custodians of the Seal

[Signature]
.....

Affixing officer



Names, Addresses, and
Descriptions of Subscribers

National University of Singapore
10 Kent Ridge Crescent
Singapore

Corporations Law

A Company Limited by Guarantee and Not Having a Capital Divided
Into Shares

**ARTICLES OF ASSOCIATION
OF
INTERNATIONAL INSTITUTE FOR NEGOTIATION
AND CONFLICT MANAGEMENT**

PURVES CLARKE RICHARDS
Solicitors
St. James Building
121 William Street
MELBOURNE VIC 3000

Tel:(03) 9612 8222
Fax:(03) 9612 8333
DX:304
Ref: MVH

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ARTICLES OF ASSOCIATION
of
INTERNATIONAL INSTITUTE FOR NEGOTIATION
AND CONFLICT MANAGEMENT

1. INTERPRETATION

1.1 Definitions

1.1.1 In these articles where commencing with a capital letter:

"**Academic Body**" means:

- (a) a university established or recognised by an Act of Parliament of the Commonwealth of Australia or of any State or Territory thereof; and
- (b) any other body which, in the opinion of the Board, is an educational institution.

"**Board**" means the board of directors of the Company from time to time.

"**Company**" means International Institute for Negotiation and Conflict Management.

"**Corporation**" means any body corporate whether formed or incorporated within or outside New South Wales.

"**Corporations Law**" means the Corporations Law as amended from time to time and has the additional meaning given by sections 8 and 8A of the Corporations Law.

"**Corporate Body**" means any body not classified as an Academic Body.

"**Eligibility Conditions**" means the conditions set out in Clause 2.2 for eligibility to the various categories of membership of the Company.

"**Founding Member**" means, for so long as the university is a Member, Curtin University of Technology, Flinders University of South Australia, Monash University, National University of Singapore, Queensland University of Technology, University of South Australia, and University of Technology, Sydney singularly and collectively.

"**Member**" means a person whose name is entered in the Register as

a member of the Company;

"**Office**" means the registered office of the Company;

"**Register**" means the register of Members kept by the Company under the Corporations Law;

"**Seal**" means the common seal of the Company;

"**Secretary**" means a person appointed to perform the duties of a secretary of the Company.

"**Voting Member**" means a Founding Member, Foundation Member, Foundation Sponsor, Research Sponsor or Special Member.

1.1.2 Where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2 References to sections and articles

A reference to:

1.2.1 a section of the Corporations Law includes any amendment extension or re-enactment and any corresponding section for the time being in force; or

1.2.2 these articles, where amended, means these articles, so amended.

1.3 Presumptions and interpretation

Unless the context otherwise requires a word which denotes:

1.3.1 the singular denotes the plural and vice versa;

1.3.2 any gender denotes the other gender; and

1.3.3 a person denotes an individual and a Corporation or any other body whether or not incorporated.

1.4 Status

The Company is a company limited by guarantee and the liability of Members is limited as provided by the memorandum.

1.5 Application of the Corporations Law

1.5.1 Division 10 of Part 1.2 of the Corporations Law applies in relation to these articles as if they were an instrument made under the Corporations Law as in force on the day when these articles become

binding on the Company.

- 1.5.2 Except so far as the contrary intention appears in these articles, an expression has, in a provision of these articles that deals with a matter dealt with by a particular provision of the Corporations Law, the same meaning as in that provision of the Corporations Law.

1.6 Headings and table of contents

Headings and the table of contents must be ignored in the interpretation of these articles.

1.7 References to and calculations of time

- 1.7.1 Unless the context otherwise requires a reference to a time of day means that time of day in the state or territory in which the Office is situated.

- 1.7.2 For the purpose of determining the length of a period (but not its commencement) a reference to:

(a) a day means a period of time commencing at midnight and ending 24 hours later; and

(b) a month means a calendar month which is a period commencing at the beginning of a day of one of the 12 months of the year and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of that next month.

- 1.7.3 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

- 1.7.4 A provision of these articles, except that specifying the time for deposit of proxies with the Company, which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on the next business day.

1.8 Business day

A reference to a business day means a day during which banks are open for general banking business in the state or territory in which the Office is situated.

2. MEMBERSHIP

2.1 Categories of membership

The Company shall have the following categories of membership:

- (a) Founding Member;
- (b) Foundation Member;
- (c) Foundation Sponsor;
- (d) Research Sponsor;
- (e) Special Member;
- (f) Associate Member;
- (g) Honorary Member.

2.2 Eligibility for membership

Subject to the articles:

- (a) An Academic Body which:
 - (i) applies for membership of the Company as a Foundation Member prior to 31 December 1996; and
 - (ii) makes a donation or payment to the Company (or undertakes to do so) in cash or in kind to the value of such sum and within such period of time as the Board may determine,

shall be eligible for membership of the Company as a Foundation Member.

- (b) An Academic Body, Corporate Body or natural person shall be eligible to apply for membership as a Foundation Sponsor or a Research Sponsor upon making a donation or payment to the Company in cash or in kind (or undertaking to do so) to the value of such sum and within such period of time as the Board may determine in each case.
- (c) A Member of the Company of any category shall be eligible to become a Special Member upon the nomination of any other Member of any category.
- (d) Any Academic Body, Corporate Body or natural person shall be eligible to apply for membership as an Associate Member.

- (e) Any natural person shall be eligible for Honorary Membership who has rendered meritorious services to the disciplines of Negotiation, Conflict Management or Dispute Resolution or has made a commendable gift, in money or kind, to the Company.

2.3 Register of Members

The Company must keep a Register in accordance with the provisions of the Corporations Law and must record the membership category of each Member.

2.4 Member to notify changes

A Member must notify the directors of any change in the details with respect to that Member recorded in the Register.

2.5 Application for membership

- 2.5.1 Subject to article 2.5.2, persons electing to apply for membership shall apply in writing in a form approved by the directors and shall provide such information as the directors may reasonably require.
- 2.5.2 No application can be made for membership as a Special Member. Such membership may be granted by the Board at its discretion following a nomination pursuant to article 2.2(c).
- 2.5.3 Where the Company receives an application for membership the directors may require the applicant to provide such further information as the directors in their absolute discretion determine.
- 2.5.4 An application for membership may only be accepted with the approval of the directors in accordance with Clause 8.5.2 and such approval may be given in their absolute discretion provided that the directors shall not approve a person's application for membership unless the directors are reasonably satisfied that the applicant will satisfy the Eligibility Conditions.
- 2.5.5 The Secretary must notify each applicant for membership of the success or failure, as the case may be, of that person's application.
- 2.5.6 The directors are not required to publish or provide to any person their reasons (if any) for accepting or rejecting any application for membership.
- 2.5.7 Each Founding Member is deemed a Member of the Company from incorporation.
- 2.5.8 If within the period determined under clause 2.2, a person admitted as a Member has not satisfied the Eligibility Conditions (or within a lesser period such person has, as the directors perceive, made no reasonable attempt to do so) then by resolution of the directors that

person's membership of the Company may be terminated by the Board in accordance with Clause 8.5.2 at any time by notice in writing to the Member.

2.5.9 The membership of any Member may be terminated for any reason whatsoever by resolution of the Board in accordance with Clause 8.5.2 at any time by notice in writing to the Member.

2.6 Resignation of Members

Any Member may resign by notice in writing to the Company, which resignation takes effect on the date of receipt by the Company of the notice or on a later date specified in the notice.

2.7 Transfer of membership

2.7.1 A Member may, with the approval of the directors, transfer the Member's membership to another person.

2.7.2 Where the directors receive an application for transfer of membership they may, in their absolute discretion, approve or disapprove the transfer. If the application is approved in accordance with article 2.7.1, the Secretary must enter the transferee's name in the Register.

2.7.3 Where the Company receives an application for transfer of membership the directors may require the proposed transferee to provide such further information as the directors in their absolute discretion determine. In particular, the transferee must satisfy the directors that the transferee will perform any part of the Eligibility Conditions remaining unsatisfied by the applicant for transfer.

2.7.4 The Secretary must notify each applicant for transfer of membership of the success or failure as the case may be, of that person's application.

2.7.5 The directors are not required to publish or provide to any person their reasons (if any) for accepting or rejecting any application for transfer of membership.

2.8 Death of a Member

In case of the death of a Member being a natural person the legal personal representatives of the deceased Member are the only persons who may be recognised by the Company as having title to the deceased Member's interest in the Company.

2.9 Transmission

2.9.1 Subject to the Bankruptcy Act, 1966, a person becoming entitled to membership in consequence of the death, bankruptcy or insolvency of a Member may either:

- (a) give to the Company a notice in writing signed by the person electing to be registered as a Member; or
- (b) execute and deliver to the Company a transfer of the membership in favour of the person electing to be registered as a Member for approval by the directors and all of the Members.

2.9.2 The directors are not required to register a transmission notice or transfer under this article unless the applicant produces to the Company the evidence properly required by the directors to establish the entitlement of the applicant to be a Member.

2.10 Restrictions on transfer

All the limitations, restrictions and provisions of these articles relating to the right to transfer, and the registration of transfers of, membership apply to a notice or transfer consequent upon the death, bankruptcy or insolvency of a Member as if the death, bankruptcy or insolvency of the Member had not occurred and the notice of transfer were a transfer signed by that Member.

2.11 Rights of personal representatives

Where a Member dies or becomes bankrupt or insolvent, the Member's personal representative, the trustee of the Member's estate or the liquidator is, on the production of the evidence properly required by the directors, entitled to the same advantages and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise) as the Member would have been entitled to if the Member had not died or become bankrupt or insolvent.

2.12 Subscriptions

2.12.1 The Board may from time to time:

- (a) fix the subscription payable by all or some of the categories of Members of the Company;
- (b) determine the period of membership applicable to each subscription;
- (c) fix a due date for payment of a subscription and either in one sum or by instalments.

2.12.2 A Member who fails to pay a subscription within three (3) months

of the due date for payment thereof shall forfeit all rights and benefits of membership, including those conferred upon the Member by these articles, until the outstanding subscription is paid in full.

2.12.3 If a Member fails to pay a subscription within twelve (12) months of the due date for payment thereof that Member's membership shall be deemed to have been terminated.

2.13 Duration of membership

Subject to these articles:

2.13.1 the membership of Founding Members shall cease on the fifth anniversary of the date of incorporation of the Company. Any membership which has so ceased may be renewed on such terms and conditions as the Board determines.

2.13.2 the membership of Foundation Members, Foundation Sponsors and Research Sponsors shall cease at the conclusion of the fifth annual general meeting of Members after the respective date of their admission to membership. Any membership which has so ceased may be renewed on such terms and conditions as the Board determines.

2.13.3 the membership of Associate Members shall cease one (1) year after their admission to membership unless renewed by payment of the subscription from time to time set by the Board.

2.13.4 Honorary Membership is for life.

3. GENERAL MEETINGS

3.1 Convening of meetings by directors

The Board may whenever it thinks fit convene a general meeting. Only Voting Members are entitled to attend general meetings.

3.2 Convening of meetings by Members

A general meeting may be convened:

- (a) on the requisitions of Voting Members, as permitted by the Corporations Law; or
- (b) by the Voting Members as permitted by the Corporations Law on the assumption that no other provision is made by these articles.

3.3 Notice of general meeting

3.3.1 A notice of a general meeting shall be given to Voting Members not less than 14 days prior to the date of the meeting, must specify the

place, the day and the hour of meeting and, except as expressly set out in these articles, the general nature of the business to be transacted.

3.3.2 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

3.3.3 It is not necessary for a notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of accounts and the reports of the directors and auditor;
- (b) the election of directors in the place of those retiring; or
- (c) the appointment and fixing of the remuneration of the auditor.

3.4 Quorum at general meetings

3.4.1 Business may not be transacted at a general meeting unless a quorum of Voting Members is present at the time when the meeting proceeds to business.

3.4.2 A quorum is present if there are present at the meeting at least five (5) Voting Members.

3.4.3 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chair:

- (a) and the meeting was convened on the requisition of Voting Members it must be dissolved; and
- (b) in any other case, it must 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 directors.

3.5 Quorum at adjourned general meetings

3.5.1 The Voting Member or Voting Members present at an adjourned meeting constitute a quorum and may proceed with the business specified in the notice of meeting if:

- (a) notice of the adjourned meeting is given in the same way as for an original Meeting; and
- (b) at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting.

- 3.5.2 If notice of the adjourned meeting is not given and a quorum is not present at the adjourned meeting, the meeting must be dissolved.

3.6 Representatives of Members

3.6.1 At meetings of Voting Members or categories of Voting Members each Voting Member may vote in person or by proxy or by attorney and in the event that a Voting Member is a Corporation, Academic Body or Corporate Body such Voting Member may vote by its representative appointed by the Voting Member;

3.6.2 A person attending as a proxy, as the attorney of a Voting Member, or as representing a Corporation, Academic Body or Corporate Body which is a Voting Member is to be treated as a Voting Member for the purposes of:

- (a) determining whether a quorum is present; and
- (b) demanding a poll.

3.7 Appointment of chair

3.7.1 If the directors have elected one of their number as chair of their meetings, that person is entitled to preside as chair at every general meeting.

3.7.2 The directors present at a general meeting must elect one of their number to be chair of the meeting if:

- (a) a director has not been elected as chair of directors' meetings; or
- (b) the chair is not present within 15 minutes after the time appointed for the holding of the meeting or he or she is unwilling to act.

3.7.3 The Voting Members present at a general meeting must elect one of their number to be chair of the meeting, if:

- (a) there are no directors present within 15 minutes after the time appointed for the holding of the meeting; or
- (b) all directors present decline to take the chair.

3.8 Adjournment of general meetings

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

3.8.2 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.

3.8.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

3.8.4 Except when a meeting is adjourned for 30 days or more, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

3.9 Voting on show of hands

3.9.1 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded.

3.9.2 If a poll is not duly demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

3.10 Demand for a poll

3.10.1 A poll may be demanded by:

- (a) the chair;
- (b) any 2 Members who have the right to vote at the meeting;
or
- (c) any Member or Members representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting.

3.10.2 The demand for a poll may be withdrawn.

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

3.10.4 If a poll is duly demanded, it must be taken in the manner as the chair directs and, except as to the election of a chair or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

3.10.5 A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

3.11 Voting rights of Members

Subject to any rights or restrictions for the time being attached to any membership, on a show of hands or on a poll every person present who is or represents a Voting Member has one (1) vote.

3.12 Persons representing Members of unsound mind

If a Member is of unsound mind or is a person whose estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person who lawfully has the management of his estate may exercise the rights of the Member in relation to a general meeting as if the committee or trustee or other person is the Member.

3.13 Chair's vote at general meeting

The chair of a general meeting is not entitled to a second or casting vote.

3.14 Objections to voter qualification

3.14.1 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.

3.14.2 An objection to the qualification of a voter must be referred to the chair of the meeting, whose decision is final.

3.14.3 A vote not disallowed according to an objection as provided in these articles is valid for all purposes.

4. PROXIES

4.1 Appointment of proxies

4.1.1 A document appointing a proxy must be in writing, signed:

- (a) by the appointor or the attorney of the appointor duly authorised in writing, or
- (b) if the appointor is a Corporation, either under seal or by an officer or attorney of the appointor duly authorised in writing.

4.1.2 If the notice of the general meeting for which a proxy is appointed states that proxies may be sent to a specified facsimile number for or on behalf of the Company, a document generated from the image of a document appointing a proxy that is transmitted to that facsimile number is: