

ASSOCIATIONS INCORPORATION ACT 1985

Rules for Leaders Institute of South Australia Inc.

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1. Name

The name of the incorporated association is Leaders Institute of South Australia Incorporated (*Association*).

2. Definitions

Act means the Associations Incorporation Act 1985;

Annual Graduate Member means a Graduate Member of the Association who pays an annual subscription fee in accordance with rule 5.2(a);

Board means the board of management of the Association;

Foundation Member means the type of Member described in rule 5.1(c);

General meeting means a general meeting of Members convened in accordance with these rules;

Graduate Member means the type of Member described in rule 5.1(a);

Honorary Member means the type of Member described in rule 5.1(b);

Life Graduate Member means a Graduate Member of the Association who pays a subscription fee in accordance with rule 5.2(c) or 5.2(d);

Member means a member of the Association, being a Graduate Member or an Honorary Member or a Foundation Member;

Network Charter means the rules set out in Schedule 1;

Network executive means the sub-committee of the Association constituted in accordance with rule 6.5;

Participant means a person who undertakes the Program;

Program means the leadership development program offered by the Association; and

Special resolution means a special resolution as defined in the Act.

3. Objects of the Association

The objects of the Association are to:

- (a) strive to be a key catalyst for positive change and prosperity in our State through the provision of innovative and inspirational development opportunities for our emerging and established leaders. ;
- (b) to partner with our versatile and influential graduates and other leading organisations to play a key role in the ongoing social, economic and environmental evolution of our State..
- (c) identify and recruit people capable of assuming leadership positions in the community from a wide range of backgrounds into our programs;
- (d) challenge our program participants to think beyond individual interests and to rise above differences and adversarial approaches;
- (e) promote a continuing alumni of graduates committed to improving the economic, environmental, social and cultural evolution of society; and
- (f) undertake any activity ancillary to the objects listed in this rule.

4. Powers

The Association shall have all the powers conferred by section 25 of the Act.

5. Membership

5.1 Types

(a) There are 3 types of Members:

- i.) Graduate Members, being a Participant who successfully completes the Program, is awarded a “Fellowship” and who agrees to support the objects of the Association and be bound by its rules. Upon payment of the relevant subscription fee described in rule 5.2, the applicant shall be a Graduate Member.

There are two types of Graduate Members, Annual Graduate Members and Life Graduate Members.

- ii.) Honorary Members, being any natural person who practically exemplifies the ethos of the Association and who agrees to support the objects of the Association and be bound by its rules. The application for membership shall be made in writing, and proposed by an existing Member and seconded by another Member. The application must be signed by the applicant, the proposer and the seconder. Upon the acceptance of the application by the Board, the applicant shall be an Honorary Member.
- ii.) Foundation Members, being the persons who have made a significant contribution to the Association who are listed in Schedule 2, or as determined by the Board from time to time, and who agree to support the objects of the Association and be bound by its rules.

(b) A person can only hold membership of one category at any one time.

5.2 Subscriptions

(a) Subject to rules 5.2(c), 5.2(d) and 5.2(e), the subscription fees for:

- (i) Graduate Members admitted on or before January 1, 2010; and
- (ii) any other membership category,

shall be:

- (A) such sum (if any) as the Board shall determine from time to time; and
- (B) payable annually on 1 February or at such other time as the Board shall determine.

(b) Any Member whose subscription fee under rule 5.2(a) is outstanding for more than 3 months after the due date for payment shall cease to be a Member, provided that the Board may reinstate such a person’s membership on such terms as it thinks fit.

- (c) The annual subscription fee for Graduate Members admitted after January 1, 2010 shall be such sum (if any) as the Board shall determine from time to time. Upon payment of this subscription fee, the relevant Graduate Member shall be deemed to be a Graduate Member of the Association
- (d) A Graduate Member admitted on or before January 1, 2010 may become a Life Graduate Member by payment of the Life Membership fee determined by the Board. Such subscription fee may be discounted by the Board (in its absolute discretion) to reflect any prior subscription fees paid by the Graduate Member during his or her membership of the Association.
- (e) Upon becoming a Life Graduate Member under rule 5.2(d), that Graduate Member shall thereafter be entitled to all privileges of membership without paying an annual subscription fee or any special payment for such life membership but shall be subject to all other conditions and obligations of membership. A life membership granted under rule 5.2(d) shall apply for so long as the Association is in existence (including the existence of any body formed by the amalgamation or merger of the Association with another body or bodies).

5.3 Resignations

A Member may resign from membership of the Association by giving written notice to the secretary or public officer of the Association. Any Member so resigning shall be liable for any outstanding subscription fees which may be recovered as a debt due to the Association.

5.4 Expulsion of a Member

- (a) Subject to giving a Member an opportunity to be heard or to make a written submission, the Board may resolve to expel a Member upon a charge of misconduct detrimental to the interests of the Association.
- (b) Particulars of the charge shall be communicated to the Member at least 1 month before the meeting of the Board at which the matter will be determined.
- (c) The determination of the Board shall be communicated to the Member, and in the event of an adverse determination the Member shall, (subject to rule 5.4(d) below), cease to be a Member 14 days after the Board has communicated its determination to the Member.
- (d) It shall be open to a Member to appeal to the Association in General meeting against the expulsion. The intention to appeal shall be communicated to the secretary or public officer of the Association within 14 days after the determination of the Board has been communicated to the Member.
- (e) In the event of an appeal under rule 5.4(d) above, the appellant's membership of the Association shall not be terminated unless the determination of the Board to expel the Member is upheld in General meeting after the appellant has been heard by the Members, and in such event, membership will be terminated at the date of the General meeting at which the determination of the Board is upheld.

5.5 Register of Members

A register of Members must be kept and contain:

- i) the name and address of each Member;
- ii) the date on which each Member was admitted to the Association; and

- iii) if applicable, the date of, and reason(s) for, termination of membership.

6. The Board

6.1 Powers and Duties

- (a) The affairs of the Association shall be managed and controlled by a Board which in addition to any powers and authorities conferred by these rules, may exercise all such powers and do all such things as are within the objects of the Association, and are not by the Act or by these rules required to be done by the Association in General meeting.
- (b) The Board has the management and control of the funds and other property of the Association.
- (c) The Board shall have authority to interpret the meaning of these rules and any other matter relating to the affairs of the Association on which these rules are silent.
- (d) The Board shall appoint a public officer as required by the Act.

6.2 Appointment

- (a) The Board shall be comprised of a chairperson, secretary, treasurer and not less than 5 and no more than 10 additional Board members.
- (b) The CEO shall be a member of the Board.
- (c) A Board member shall be a natural person.
- (d) The first Board of the Association shall be comprised of such persons as hold office prior to incorporation, which will include 2 Board members appointed by the Graduate Members (Graduate Member's Board Nominees).
- (e) At each annual General meeting after incorporation, one Graduate Member's Board Nominee (whose two-year elected term has been completed) shall retire from the Board.
- (f) A retiring Board member shall be eligible to stand for reappointment.
- (g) Board members will be appointed as follows:
 - (i) 1 member at an annual General Meeting by the Graduate Members (for a 2-year term) so that there will be 2 Graduate Member's Board Nominees; and
 - (ii) otherwise, by the Board as it sees fit from time to time in its absolute discretion, provided that no Board member (with the exception of the CEO) may sit on the Board for more than 6 years unless approved by the Graduate Members and Foundation Members in General meeting, such approval being required for each subsequent 2 year term of office.
- (h) In relation to the Board members appointed pursuant to rule 6.2(f)(i), nominations must be delivered to the secretary of the Association at least 28 days before the meeting. The nomination should be signed by the proposer and by the nominee.
- (i) Notice of the persons seeking election to the Board pursuant to rule 6.2(f) (i) shall be given to all Members of the Association with the notice calling the meeting at which the election is to take place.
- (j) The Board may appoint a person to fill a casual vacancy, and such a Board member shall hold office until the next annual General meeting and shall be eligible for appointment to the Board.

- (k) A Board member must either be a Graduate Member, Foundation Member or Honorary Member.

6.3 Proceedings of Board

- (a) The Board shall meet together for a dispatch of business at least 4 times in a calendar year.
- (b) Questions arising at any meeting of the Board shall be decided by a majority of votes, and in the event of equality of votes the chairperson shall have a casting vote.
- (c) A quorum for a meeting of the Board shall be one half of the members of the Board.
- (d) A member of the Board having a direct or indirect pecuniary interest in a contract or proposed contract, with the Association must disclose the nature and extent of that interest to the Board as required by the Act, and shall not vote with respect to that contract or proposed contract. The members of the Board must disclose the nature and extent of his or her interest in the contract at the next annual General meeting of the Association.

6.4 Disqualification of Committee Members

The office of a Board member shall become vacant if a Board member is:

- (a) disqualified from being a Board member by the Act;
- (b) expelled as a Member under these rules;
- (c) permanently incapacitated by ill health; or
- (d) absent without apology from more than 2 meetings in a calendar year.

6.5 Network

The Association shall have a sub committee known as the Governor's Leadership Foundation Network Executive (or any other name decided by the Board from time to time) that shall be constituted and operated as follows:

- (a) the function of the Governor's Leadership Foundation Network Executive shall be to represent the interests of the Graduate Members and report to the Board;
- (b) the first Governor's Leadership Foundation Network Executive shall be comprised of such persons as held office prior to incorporation;
- (c) the Governor's Leadership Foundation Network Executive will operate according to the Governor's Leadership Foundation Network Charter as amended from time to time in accordance with clause 9 of the Network Charter. To the extent that there is any inconsistency between the Network Charter and these rules, these rules shall prevail.

7. The Seal

The Association shall have a common seal upon which its corporate name shall appear in legible characters.

The seal shall not be used without the express authorisation of the Board, and every use of the seal shall be recorded in the minute book of the Association. The affixing of the seal shall be witnessed by 2 Board members.

8. General Meetings

8.1 Annual General Meetings

- (a) The Board shall call an annual General meeting in accordance with the Act and these rules.
- (b) The first annual General meeting shall be held within 18 months after the incorporation of the Association, and thereafter within 5 months after the end of its financial year.
- (c) The order of the business at the meeting shall be:
 - (i) the confirmation of the minutes of the previous annual General meeting and of any special General meeting held since that meeting;
 - (ii) the consideration of the accounts and reports of the Board and the auditor's report (if an auditor's report is required);
 - (iii) the election of Board members;
 - (iv) the appointment of auditors (if required); and
 - (v) any other business requiring consideration by the Association in General meeting.

8.2 Special General Meetings

- (a) The Board may call a special General meeting at any time.
- (b) Upon a requisition in writing of not less than 25 Members, the Board shall within 1 month of the receipt of the requisition, convene a special General meeting for the purpose specified in the requisition.
- (c) Every requisition for a special General meeting shall be signed by the relevant Members and shall state the purpose of the meeting.
- (d) If a special General meeting is not convened within 1 month, as required by 8.2(b) above, the requisitionists, or at least 50% of their number, may convene a special General meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the Board, and for this purpose the Board shall ensure that the requisitionists are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the Association.

8.3 Notice of General Meetings

- (a) Subject to 8.3(b), at least 14 days notice of any General meeting shall be given to Members. The notice shall set out where and when the meeting will be held, and particulars of the nature and order of the business to be transacted at the meeting.
- (b) Notice of a meeting at which a special resolution is to be proposed shall be given at least 21 days prior to the date of the meeting.
- (c) A notice may be given by the Association to any Member by serving the Member with the notice personally, or by sending it by post to the address appearing in the register of Members.
- (d) Where a notice is sent by post:
 - (i) the service is effected by properly addressing, prepaying and posting a letter containing the notice; and

- (ii) unless the contrary is proved, service will be taken to have been effected at the time at which the letter would be delivered in the ordinary course of post.

8.4 Proceedings at General Meetings

- (a) 50 voting Members, present personally or by proxy shall constitute a quorum for the transaction of business at any General meeting.
- (b) If within 30 minutes after the time appointed for the meeting a quorum of Members is not present, a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting the Members present shall form a quorum.
- (c) Subject to 8.4(d), the chairperson shall preside as chairperson at a General meeting.
- (d) If the chairperson is not present within 5 minutes after the time appointed for holding the meeting, or he or she is present but declines to take or retires from the chair, the Members may choose a Board member to be the chairperson of that meeting.

8.5 Voting at General Meetings

- (a) Subject to these rules, every Graduate Member and Foundation Member has 1 vote at a General meeting of the Association.
- (b) Honorary Members may not vote at any General meeting of the Association.
- (c) Subject to these rules, a question for decision at a General meeting, other than a Special resolution, must be determined by a majority of Members who are eligible to vote who vote in person or, where proxies are allowed, by proxy, at that meeting.
- (d) Unless a poll is demanded by at least 5 voting Members, a question for decision at a General meeting must be determined by a show of hands.

8.6 Poll at General Meetings

- (a) If a poll is demanded by at least voting 5 Members, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.
- (b) A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

8.7 Special and Ordinary Resolutions

- (a) A Special resolution is a Special resolution as defined in the Act.
- (b) An ordinary resolution is a resolution passed by a simple majority at a General meeting.

8.8 Proxies

A voting Member shall be entitled to appoint in writing a natural person who is also a voting Member to be their proxy, attend and vote at any General meeting of the Association.

9. Minutes

- (a) Proper minutes of all proceedings of General meetings and of meetings of the Board, shall be entered within 1 month after the relevant meeting in minute books kept for that purpose.
- (b) The minutes kept pursuant to this rule must be confirmed by the Members or the members of the Board (as relevant) at a subsequent meeting.
- (c) The minutes kept pursuant to this rule shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed.
- (d) Where minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

10. Dispute Resolution

- (a) The dispute resolution procedure set out in this rule applies to disputes under these rules between –
 - (i) a Member and another Member; and
 - (ii) a Member and the Association
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute at the meeting, the parties may choose to meet and discuss the dispute before an independent third person agreed to by the parties.
- (d) In this rule "Member" includes any person who was a Member not more than 6 months before the dispute occurred.

11. Financial Reporting

11.1 Financial Year

The first financial year of the Association shall be the period ending on the next 31 December following incorporation, and thereafter a period of 12 months commencing on 1 January and ending on 31 December of each year.

11.2 Accounts to be kept

The Association shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Association in accordance with the Act.

11.3 Accounts and reports to be laid before members

The accounts, together with the auditor's report on the accounts, the Board's statement and the Board's report, shall be laid before Members at the annual General meeting.

11.4 Annual Return

The annual (periodic) return shall be lodged with the Office of Consumer and Business Affairs within 6 months after the end of each financial year. It must be accompanied by a copy of the accounts, the auditor's report, the Board's statement, and the Board's report.

11.5 Appointment of Auditor

- (a) At each **annual General meeting**, the Members shall appoint a person to be auditor of the Association.
- (b) The auditor shall hold office until the next **annual General Meeting** and is eligible for re-appointment.
- (c) If an appointment is not made at an **annual General Meeting**, the Board shall appoint an auditor for the current financial year.

12. Prohibition against securing profits for Members

The income and capital of the Association shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to Members or their associates except as bona fide remuneration of a Member for services rendered or expenses incurred on behalf of the Association.

13. Winding up

The Association may be wound up in the manner provided for in the Act.

14. Application of surplus assets

- (a) If after the winding up of the Association there remains surplus assets (as defined in the Act), such surplus assets shall be distributed to any organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its Members.
- (b) Such organisation or organisations shall be identified and determined by a resolution of Members in General meeting.

15. Indemnity and Insurance

- (a) The Association will indemnify each Board member of the Association out of the assets of the Association to the relevant extent against any liability incurred by the Board member in or arising out of the conduct of the Association or in or arising out of the discharge of the duties of the Board member, unless the liability was incurred by the Board member through a lack of good faith.
- (b) In any case where the Board considers it appropriate, the Association may execute a documentary indemnity in any form in favour of any Board member of the Association.
- (c) Where the Board considers it appropriate to do so, the Association may, to the relevant extent, pay amounts by way of premium in respect of any contract effecting insurance on behalf or in respect of a Board member of the Association against liability incurred by the Board member in or arising out of the conduct of the Association or in or arising out of the discharge of the duties of the Board member.

- (d) In this rule:
- (i) **Board member** includes a former Board member.
 - (ii) **to the relevant extent** means:
 - (A) to the extent the Association is not precluded by law from doing so; and
 - (B) to the extent and for the amount that the Board member is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, in particular but without limitation, an insurer under any insurance policy).
 - (iii) **liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.

16. Patronage

The Board may invite the Governor of South Australia to be Patron of the Association.

17. Rules

These rules may be altered (including an alteration to the Association's name, but excepting alterations to the Network Charter which shall be effected in accordance with clause 9 of the Network Charter) by Special resolution of the Members.

The alteration shall be registered with the Office of Consumer and Business Affairs, Corporate Affairs and Compliance Branch, as required by the Act.

The registered rules shall bind the Association and every Member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of its provisions.

Schedule 1

Network Charter

Please note that the following Rule 6.5 (c) applies in relation to this Charter:

6.5 (c): the Network executive will operate according to the Network Charter as amended from time to time in accordance with clause 9 of the Network Charter. To the extent that there is any inconsistency between the Network Charter and these rules, these rules shall prevail.

THE GOVERNOR'S LEADERSHIP FOUNDATION NETWORK



CHARTER

PREAMBLE

This Charter incorporates terms of reference for the purpose, composition, structure, and conduct of **The Governor's Leadership Foundation Network (SA) Executive** (GLFN Executive). As appended to the 'LISA Rules', the Charter aligns with those Rules and directives.

This Charter details the role and responsibility of the GLFN Executive.

To the extent of any perceived inconsistency between the LISA Rules and this Charter, the LISA Rules will prevail.

The GLFN Executive is committed to implementing principles and practices of good corporate governance and will strive continuously to ensure accountability, transparency and appropriate control systems in all of its activities.

The GLFN Executive will, at all times, represent the interests of its members, demonstrate high ethical standards, honesty and integrity, protect the reputation of the GLF Network and remain accountable for its decisions.

All GLFN Executive members serve in an honorary capacity without remuneration.

1 NAME

1.1 The name will be the **Governor's Leadership Foundation Network**; an initiative of the LEADERS INSTITUTE OF SA (LISA) and hereinafter referred to as the "GLFN".

2 STATEMENT OF PURPOSE

- 2.1 We of the GLFN, are fellows of the GLF Program and constitute an active and committed network of leaders and potential leaders of SA who will strengthen the future of the State.

The GLFN Executive, as a LISA Board sub-committee, reports to the LISA Board which provides guidance to the GLFN. The GLFN, in line with the vision of LISA, will undertake activities and events in the following categories:

- Professional development
 - Business and community initiatives
 - Social activities
- (the “Core Events”)

- 2.2 The Core Events will be developed and operated with the objectives of:

- Engaging, strengthening and developing the GLFN
- Maximising value-added benefits to members
- Celebrating and fostering achievements by members both at a community and commerce level and contributions by members to the GLFN
- Developing and servicing a database dedicated to members
- Establishing a culture of action and outcome.

3 **MEMBERSHIP**

3.1 **Eligibility**

Only Fellows of the GLF Program may be members.

3.2 **Invitation to Join, Rights and Privileges of Members, Register of Members, & Resignation of Members**

As stipulated in the LISA Rules.

3.3 **Conduct of Members**

- 3.3.1 We celebrate, value and respect the aims and purpose of the GLFN.

- 3.3.2 Each member acknowledges that each GLFN member is responsible; that their actions are in the best interests of the GLF and GLFN and answerable to the members should they breach the purpose or member conduct of the GLFN.
- 3.3.3 A GLFN Executive member must not engage in any conduct or activities that are inconsistent with the Network's best interests, or that disrupt or impair the Network's relationships with any person or entity with which the Network has or proposes to enter into a collaborative relationship. Guidance on expulsion of members is stipulated in the LISA Rules.

4 THE GLFN EXECUTIVE

- 4.1 The GLFN Executive shall oversee the development and activities of the GLFN in consultation with the LISA Chief Executive.
- 4.1.1 The GLFN Executive shall consist of nine (9) members.
- 4.1.2 The GLFN Executive once elected shall appoint by a closed vote a Chair and Secretary from the GLFN Executive members, each for a term of one year. GLFN Executive members may vote on such appointments in person or by proxy.
- 4.1.3 Elections for elected positions will occur annually. Appointments to the GLFN Executive will be for two years. In the first election no less than 50% of those elected will have a one year term. Formal elections will occur with self nominations of members, and using a secret ballot first past the post methodology and one member one vote for members voting in person or by proxy.
- 4.1.4 Any casual vacancy in the GLFN Executive may be filled by a GLFN member appointed by the GLFN Executive and such appointee shall hold office for the original term of the person whose position he/she fills. Such appointees will require endorsement from the LISA Board.
- 4.2 The GLFN Executive shall, in collaboration with the LISA Chief Executive and the GLF Network Manager:
- Develop, coordinate and oversee the Core Events
 - Develop value-add proposals for members

- Actively seek to develop a sustainable GLFN which continues to make a positive contribution to the development of the State of South Australia
- Support and build relationships with GLFN sponsored GLF Program scholarship holders
- Represent the interests of GLFN members and report to the LISA Board.

4.3 The GLFN Executive may appoint working parties and convenors in respect of the Core Events as the GLFN Executive thinks fit. Each working party member will undertake their delegated tasks in the manner and according to the timetable required by the GLFN Executive.

4.4 The GLFN Executive has the responsibility to report annually to the LISA Board

on:

- Achievements
- Activities
- Future Directions
- Finances.

5 PROCEEDINGS OF EXECUTIVE MEETINGS

5.1 Executive Meetings

Executive meetings will be held at least six (6) times per year. Meetings will be open to all GLFN Executive members, the LISA Chief Executive and LISA Network Manager through notification of intention to attend, prior to the meeting.

5.2 Meeting Procedures

- 5.2.1 Quorum: five (5) of the GLFN Executive members shall constitute a quorum both in respect of a meeting and a particular decision.
- 5.2.2 Agenda: the Secretary will in consultation with the Chair and the LISA Chief Executive will ensure that a written agenda and minutes of the previous meeting are issued at least one week before each meeting.

5.2.3 Minutes: Formal minutes of each meeting will be provided to the LISA Board and a copy will be filed and kept by the Secretary and Chair in a minute book. The Secretary shall ensure that a master set of GLFN papers is maintained. No business shall be considered at a meeting until the minutes of the previous meeting have been confirmed or otherwise noted and signed by the Chair of the meeting.

5.2.4 Chair: The Chair shall:

- (1) Preside and in his or her absence one of the remaining members of the Executive shall be chosen by the members present to preside;
- (2) Ensure that Executive decisions and actions are implemented by the appropriate person(s);
- (3) In conjunction with the Secretary, provide the members with an annual report of the activities of the GLFN Executive and the GLFN; and
- (4) Keep the LISA Board and GLFN Executive members informed of activities, proposals and decisions of the GLFN Executive.

5.2.5 Decision-making: Questions arising at the meeting of the GLFN Executive shall be determined by consensus and if consensus cannot be reached on a particular issue or issues the GLFN Executive shall resolve the issue or issues by majority vote. In the case of a vote, the Chair shall be entitled to exercise a normal deliberative vote before the count of the vote is known. In the event of an equality of voting for and against any proposition, the Chair shall be entitled to a second or casting vote in order to break the tie.

5.2.6 GLFN Executive members must:

- Use best endeavours to attend all meetings
- Actively assist in the activities of the GLFN Executive
- Ensure that all items of GLFN Executive business for coming meetings are submitted to the Secretary at least ten (10) working days before such meeting.

5.3 Email Decisions: Decisions may be made by email on appropriate notice being provided, at the discretion of the Chair.

5.4 Conflicts of Interest: Each GLFN Executive member will declare any interest which affects or may affect any item of business. The Chair will determine whether such member should participate in any discussion or decision relating to such matter.

5.5 Confidentiality: Each GLFN Executive member will, both during their period of office and subsequently, keep secret any confidential information communicated to them in the course of their duties and will use such information only for the purposes of the GLFN.

6 FINANCE AND ENDORSEMENT

6.1 **Annual Subscription**

6.1.1 Subscription is as stipulated in the LISA Rules (Section 5.2). Members with special circumstances may approach the Executive. The GLFN Executive has discretion to consider individual special circumstances and make recommendations to the LISA Board in this regard.

6.1.2 A subscription will entitle members to the following benefits and services:

- Access to the GLFN and its members in line with the intent of this Charter
- Invitations to GLFN functions and events
- Newsletter
- LISA's public website access and publishing of professional details on the GLFN website (subject to member approval and release).

6.2 **Expenses funded by Fees**

6.2.1 The GLFN must run its annual budget in balance or surplus. The revenue raised by the annual subscription is to be used to fund the following:

- Events and Function costs and subsidies as approved by the GLFN Executive
- Gifts and awards for event and function contributors as approved by the GLFN Executive
- Project costs as approved by the GLFN Executive.

6.3 **Financial Relationship with the LISA Board**

- 6.3.1 The GLFN and the GLFN Executive will be accountable to the LISA Board for financial management.
- 6.3.2 The financial position of the GLFN will be reported to the LISA Board as part of the Full LISA Accounts as presented at each LISA Board meeting.
- 6.3.3 LISA will provide account keeping, administrative support, website hosting and management services to the GLFN.
- 6.3.4 The GLFN cannot incur expenses on behalf of LISA without approval of the LISA Board.

6.4 **Financing**

- 6.4.1 The GLFN will have the ability to raise revenue for GLFN projects and events by the following means:
 - Event operating surpluses
 - GLF contributions towards events and projects
 - Seek sponsorship of events only without conflict with existing or intended GLF sponsorship arrangements. Any potential sponsorship to be sought by the Network must be first approved in principle by the Chief Executive
 - Membership subscriptions.
- 6.4.2 GLFN members will not personally receive fees for participating in GLFN events or speaking on behalf of the GLFN other than consideration of reimbursement of out of pocket expenses.

7 **PROJECTS AND FUNCTIONS**

- 7.1 GLFN members are encouraged to pursue external community projects and functions independent of LISA and the GLF. If a GLFN member seeks to have a specific project/function idea considered for GLF/LISA endorsement, it must first be proposed to the Network Executive and must align with the vision and purpose of the GLFN and LISA. If endorsed by the GLFN Executive, it may then be proposed to the LISA Board for consideration.
- 7.2 Any project or function that may be viewed as a potentially branded “GLF”, and/or “LISA”, and/or “GLFN” event must be endorsed by the LISA Board in alignment with the LISA Rules, in the interests of both brand and liability protection.

8 **INTERPRETATION**

In this Charter, the following terms shall have the following meanings:

GLFN Executive means the executive from time to time of the GLF Network;

GLF Program means the program operated from time to time by LISA and known as the Governor's Leadership Foundation program;

LISA means Leaders Institute of South Australia Inc;

LISA Board means the Board from time to time of LISA; and

LISA Chief Executive means the Chief Executive from time to time of LISA.

9 **AMENDMENTS TO THE CHARTER**

9.1 For the avoidance of doubt, amendment of this Charter does not require a Special Resolution of the Members.

9.2 To effect an amendment to the Charter the GLFN Executive must:

9.2.1 Provide written notice to Graduate Members:

9.2.1.1 Setting out the proposed amendment/s to the Charter;

9.2.1.2 Setting out the reason/s for the proposed amendment/s, including what the amendment/s is or are intended to achieve;

9.2.1.3 Nominating a relevant contact person within the GLFN Executive to whom queries regarding the proposed amendment/s may be directed;

9.2.1.4 Prescribing a period of no less than 30 days from the date of the notice ("Consultation Period") within which Graduate Members may provide written notice of their comments on or objection/s to the proposed amendment/s.

9.2.2 If, following the conclusion of the Consultation Period, written objections to the proposed amendment/s are received from 49% or less of Graduate Members, the GLFN Executive shall submit the proposed amendment/s to the LISA Board;

9.2.3 Amendment/s to the Charter submitted by the GLFN Executive shall be effected if passed by an Ordinary Resolution of the LISA Board;

- 9.2.4 Any amendment/s to the Charter shall be registered with the Office of Consumer and Business Affairs, Corporate Affairs and Compliance Branch, as required by the Act.
- 9.3 Notice from the GLFN Executive is deemed effective for the purposes of clause 9.2 if effected by post, electronic mail or facsimile to the last notified address or facsimile number of a Graduate Member.
- 9.4 Notice of comments on or objection/s from Graduate Members for the purposes of clause 9.2 must be effected by means nominated by the GLFN Executive from time to time.
- 9.5 In this clause 9, the term “Graduate Members” shall have the same meaning as defined in clause 2 of the LISA Rules.

Schedule 2
Foundation Members

FOUNDATION MEMBERS - INDIVIDUAL

N. Ross **Adler** AO

William Eric **Anschutz** OAM

David John **Ashton**

Nicholas **Begakis** AM

Richard **Blandy** (Prof)

Richard John **Bluck**

Denise **Bradley** AO (Prof)

Kate **Brennan**

Oliver George **Clark**

Roger Anthony **Cook**

Patricia **Crook** AO (Dr)

Ian Charles **Dixon**

Richard **England**

Stephen Charles **Hains**

Garry Richard **Hansen**

Ian Alexander **Harrison**

Michael K. **Heard**

Robert Donald **Hill-Ling** AO

Ian Robin **Hutchings**

Deirdre Frances **Jordan** (Sr)

Rodney Michael **Keane**

Mandy Joy **Keillor**

Ian **Kowalick**

Deborah Anne **Lavis**

Alastair Stuart **Lea**

Jane **Lomax-Smith** (Dr)

Warren **McCann**

J Raymond **Michell** AM

John **Murray**

Dennis Ray **Mutton** JP

Sir Eric **Neal** AC CVO

Denis Anthony **O'Malley** (Dr)

Mick **O'Neill**

Jeremy **Schultz**

Michael John **Terlet** AO

Dr Ed **Tweddell** (deceased)

Tricia Mary **Vilkinas** (Prof)

Ian Ernest **Webber** AO

Glen Cameron **Weir**

Frank Robert **Woolford**

FOUNDATION MEMBERS - **ORGANISATIONS**

ABB Grain Ltd [represented by Michael Iwaniw]
Adelaide Airport Limited [represented by Sue Doyle]
Adelaide Bank Limited [represented by Jamie McPhee]
Business SA [represented by Peter Vaughan]
Commonwealth Bank of Australia [represented by Todd Roberts]
communicate et al [represented by Kate Hannemann]
Channel 9 SA [represented by Graeme Gilbertson]
Codan Limited [represented by Mike Heard]
Coles Group Limited [represented by Ms Linda Heron]
Department of the Premier and Cabinet [represented by Chris Eccles]
Finlaysons Lawyers [represented by Lee Dewhirst]
Hills Industries Limited [represented by David Simmons]
GM Holden Ltd [represented by David Gibbons]
Michell Pty Ltd [represented by Peter Michell]