

This is the annexure marked "A" referred to in the  
statutory declaration of Jonathan Norman Jureidini made on  
the 22<sup>nd</sup> day of December 2010.  
Before Me (Justice of the Peace signature :  
.....

"A"

**ASSOCIATIONS INCORPORATION ACT 1985**

**RULES OF**

**AUSTRALIAN-PALESTINIAN PARTNERSHIPS IN EDUCATION AND HEALTH INC.**

1. The name of the Incorporated Association is - **AUSTRALIAN-PALESTINIAN PARTNERSHIPS IN EDUCATION AND HEALTH INC.** referred to herein as the "Association".

2. In these rules, unless the contrary intention appears:

"Board" means the Board of Management of the Association;

"Board Meeting" means a meeting of the Board;

"meeting" means an annual general meeting or a special general meeting of members of the Association;

"member" means a member of the Association and "members" shall have a corresponding meaning

"the Act" means the Associations Incorporation Act, 1985;

"the Regulations" means the Associations Regulations, 1985

3. **OBJECTS AND PURPOSES**

The purpose of the association is to enhance the delivery of education and health services to Palestinian refugees in the Near East through facilitation, mentoring and support

The Objects of the Association are

- to mentor Palestinian educationists with curriculum development and enrichment;
- to mentor Palestinian educationists in delivering the teaching and learning of English and other subjects as specified in the curriculum;
- to facilitate English language training to support those teachers teaching subjects other than English language in English;

- to facilitate access to professional learning for Palestinian educationists;
- to establish a partnership of mutual learning and understanding between Palestinian and South Australian educationists;
- to mentor Palestinian health professionals in developing and implementing health initiatives, particularly mental health initiatives
- to facilitate access to professional learning for Palestinian health professionals
- to establish a partnership of mutual learning and understanding between Palestinian and South Australian health professionals
- to offer an opportunity to the broad South Australian community to engage in supporting Palestinian education and health services;
- to seek from governmental and private bodies and agencies, funds by way of loan, grant or donation for the purpose of advancing the objects of the association;
- to do all such lawful things as may be incidental or conducive to the attainment of the above objects

#### **4. NOT FOR PROFIT INSTITUTION**

The assets and income of the Association shall be applied solely in furtherance of its abovementioned objects and no portion shall be distributed directly or indirectly to a member of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association.

#### **5. POWERS**

The Association shall have all the powers conferred by Section 25 of the Act together with any powers specifically conferred by these rules.

#### **6. BORROWING POWERS**

- 6.1 Subject to this rule the Association may borrow money from banks or other financial institutions upon such terms and conditions as the Board sees fit, and may secure the repayment thereof by charging the property of the Association.
- 6.2 Subject to section 53 of the Act the Association may invite and accept deposits of money from any person on such terms and conditions as may be determined by the Board from time to time.

## **7. GIFT FUND**

7.1 The Association shall maintain a gift fund known as the **AUSTRALIAN-PALESTINIAN PARTNERSHIPS IN EDUCATION AND HEALTH INC. Gift Fund** ("the Gift Fund"). The Gift Fund shall be maintained and used for the purpose of carrying out the objects of the Association.

7.2 The Association shall credit to the Gift Fund all gifts of money or property that are made to the Association for the objects of the Association and only those gifts of money or property.

7.3 All gifts of money credited to the Gift Fund pursuant to rule 7.2 shall be maintained separately from all other moneys held by the Association.

7.4 All gifts of property credited to the Gift Fund pursuant to rule 7.2 shall be specifically identified in a register which register shall be separate from any register setting out all other property held by the Association.

7.5 If money or property that should have been credited to the account of the Association has been incorrectly credited to the Gift Fund, the Association shall as soon as practicable, remove such money or property from the Gift Fund, credit such money or property to the account of the Association and adjust the relevant accounts and/or register (as the case may be) accordingly.

7.6 If money or property that should have been credited to the Gift Fund has been incorrectly credited to the account of the Association, the Association shall as soon as practicable, remove such money or property from the account of the Association, credit such money or property to the Gift Fund and adjust the relevant accounts and/or register (as the case may be) accordingly.

7.7 If the Gift Fund is wound up or if the endorsement (if any) of the Association as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it shall be transferred to one or more charitable funds, authorities or institutions selected by the Board of Management to which income tax deductible gifts can be made.

## **8. MEMBERSHIP**

8.1 The original members of the Association are those persons listed in the Schedule and who subscribe to these rules.

8.2 Any other person who subsequently wishes to become a member of the Association shall be proposed by one member and seconded by another member. The application for membership shall be made in writing, signed by the applicant and the proposer and seconder, and shall be in such form as the Board shall prescribe from time to time. Upon the acceptance of the application by the Board

and upon payment of the first annual subscription the applicant shall become a member of the Association.

8.3 A register of members must be kept and contain:

- the name and address of each member
- the date on which each member was admitted to the association, and
- if applicable, the date and reason(s) for termination of membership.

## **9. SUBSCRIPTIONS**

9.1 The subscription fee for membership shall be such sum as the Board shall determine from time to time.

9.2 The subscription fee for membership shall be payable annually on 1 July or at such other time as the Board shall determine from time to time.

9.3 Any member whose subscription is outstanding for more than three months after the due date for payment shall cease to be a member of the Association, provided always that the Board may reinstate such a person's membership on such terms as it thinks fit.

## **10. RESIGNATION**

A member may resign from membership of the Association by giving written notice thereof to the secretary or Public Officer of the Association. Any member so resigning shall be liable for any outstanding subscriptions which may be recovered as a debt due to the Association.

## **11. EXPULSION OF A MEMBER**

11.1 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.

11.2 Particulars of the charge shall be communicated to the member at least one calendar month before the Board Meeting at which the matter will be determined.

11.3 The determination of the Board shall be communicated to the member, and in the event of an adverse determination the member shall be subject to subrule 11.4 and shall cease to be a member 14 days after the Board has communicated its determination to the member.

11.4 It shall be open to a member to appeal to the Association in a meeting of members 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.

11.5 In the event of an appeal under subrule 11.4 the appellant's membership of the Association shall not be terminated unless the determination of the Board to expel the member is upheld by the members of the Association in general meeting after the appellant has been heard, and in such event membership will be terminated at the date of the general meeting at which the determination of the Board is upheld.

11.6 Any member expelled shall be liable for any outstanding subscriptions which shall be recovered as a debt due to the Association.

## 12. THE BOARD OF MANAGEMENT

- 12.1 The affairs of the Association shall be managed and controlled exclusively 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 a meeting of members.
- 12.2 The Board shall have the power to appoint such officers and employees as are required to carry out the objects of the Association, including a Public Officer required by the Act and an Executive Officer, and may in writing delegate any of its powers to such officers and employees.
- 12.3 The Board may invite persons to hold the position of Patron or Vice Patron of the Association for a term of office as the Board may determine. The Patron and Vice-Patron shall act as figureheads of the Association and shall have no powers, obligations or responsibilities in relation to the affairs of the Association except as directed by the Board.
- 12.4 The Board shall be comprised of a Chairperson, Vice-Chairperson, Secretary, Treasurer and a maximum of six (6) other members all of whom shall be members of the Association or duly appointed representatives of corporate members of the Association.
- 12.5 The first Board of the Association shall be appointed from the promoters of the Association, or be comprised of such persons as hold office prior to incorporation. The first Board shall hold office until the second annual general meeting after incorporation at which time one half of the members of the Board, who shall be chosen by ballot, shall retire from the Board but shall be eligible for reappointment. At every second annual general meeting thereafter, four of the longest serving members of the Board shall retire and shall be eligible for reappointment.
- 12.6 The Board may appoint a natural person to fill a casual vacancy, and such a Board member shall hold office until the next annual general meeting of the

Association and shall be eligible for reappointment.

- 12.7 A retiring Board member shall be eligible to stand for re-election without nomination but no person not being a retiring Board member shall be eligible to stand for election unless a member of the Association has nominated him at least twenty-eight days before the meeting by delivering the nomination of that person to the Secretary of the Association. The nomination shall be signed by the proposer and by the nominee to signify a willingness to stand for election.
- 12.8 Notice of all persons seeking election to the Board shall be given to all members of the Association with the notice calling the meeting at which the election is to take place.
- 12.9 If only the required number of persons are nominated to fill existing vacancies, the Secretary shall report accordingly to the annual general meeting, and the Chairperson shall declare such persons duly elected as Board members.
- 12.10 All those appointed (or reappointed) to the Board under this rule 12 must be members.

### **13. DISQUALIFICATION OF BOARD MEMBERS**

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

- 13.1 disqualified by the Act;
- 13.2 expelled under these rules;
- 13.3 permanently incapacitated by ill health;
- 13.4 absent without apology from more than three consecutive Board Meetings, or more than three Board Meetings in a financial year;
- 13.5 no longer the duly appointed representative of a corporate member.

### **14. PROCEEDINGS OF BOARD**

- 14.1 The Board shall meet together for the despatch of business at least six (6) times per annum.
- 14.2 Questions arising at any Board Meeting shall be decided by a majority of votes, and in the event of equality of votes the Chairperson shall have a casting vote in addition to a deliberative vote.
- 14.3 A quorum for a Board Meeting shall be five (5) Board members.

14.4 A member of the Board having a pecuniary interest in a contract with the Association must disclose that interest to the Board as required by the Act, and shall not vote with respect to that contract.

14.5 At each Board Meeting immediately following an annual general meeting at which members are appointed to the Board, the Board shall elect from those members the required officeholders referred to in rule 12.4.

14.6 (a) A Board Meeting may be held with one (1) or more of the Board members taking part by telephone or video link, and such Board members shall be regarded as present at the meeting if the meeting is so conducted so that such Board member or Board members is or are able to hear the proceedings of the entire meeting and to be heard by all others attending the meeting.

(b) Without limiting sub-rule (a) of this rule 14.6, a Board Meeting may be called or held using any technology consented to by all Board members. The consent may be a standing one and can only be withdrawn by a Board member on seven (7) days' notice.

(c) A Board Meeting conducted in accordance with sub-rules (a) or (b), shall be deemed to be held at such place as shall be agreed upon by the Board members, provided that at least one (1) of the Board members present at the meeting was at such place for the duration of that meeting.

## 15. COMMITTEES OF THE BOARD OF MANAGEMENT

15.1 The Board may from time to time appoint from the members or the members of the Board, such committees as it may deem necessary and may depute or refer to them such of the powers and the duties of the Board as the Board may determine.

15.2 The Board may nominate a member of the Board as a chairperson of a committee or committees appointed under Rule 15.1 as it thinks fit.

15.3 Each committee shall report its proceedings to the Board and shall conduct its business in accordance with any rules and or directions of the Board which may act itself in any manner notwithstanding the existence of a committee formed for that purpose.

## 16. MEETINGS

16.1 The Board may call a special general meeting of the Association at any time, and shall call an annual general meeting in accordance with the Act.

16.2 The first annual general meeting shall be held within eighteen (18) months after the incorporation of the Association, and thereafter within five (5) months after

the end of its financial year.

- 16.3 Upon a requisition in writing of not less than one third of the total number of members of the Association, the Board shall within one month of the receipt of the requisition, convene a special general meeting for the purpose specified in the requisition.
- 16.4 Every requisition for a special general meeting shall be signed by the members making the same and shall state the purpose of the meeting.
- 16.5 If a special general meeting is not convened within one month as required by subrule 16.3 the requisitionists may convene a special general meeting. Such a meeting shall be convened in the same manner 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.
- 16.6 Subject to subrule 16.7 at least fourteen (14) days' notice of special general meeting or annual 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. In the case of an annual general meeting, the order of the business at the meeting shall be the consideration of the accounts and reports of the Board and the auditors, the appointment of auditors and Board members (if required), and any other business requiring consideration by the Association in general meeting.
- 16.7 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.
- 16.8 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.
- 16.9 Where a notice is sent by post, service of the notice shall be deemed to be effected if it is properly addressed and posted to the member by ordinary prepaid mail.

## **17. PROCEEDINGS AT MEETING**

- 17.1 Five (5) members present personally or by proxy shall constitute a quorum at a general meeting.
- 17.2 If within thirty 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.

- 17.3 The Chairperson of the Board or in their absence, then the Vice-Chairperson of the Board shall preside as chairperson at every general meeting of the Association.
- 17.4 If there is no such Chairperson or Vice-Chairperson present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be the chairperson.
- 17.5 The chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 17.6 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as if that meeting were an original meeting of members.
- 17.7 At any meeting, a resolution put to a vote shall be decided on a show of hands, and a declaration by the chairperson of the meeting that a resolution has been carried or lost, shall unless a poll is demanded by conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.
- 17.8 If a poll is demanded by the chairperson of the meeting or by three or more members present personally or by proxy, it shall be taken in such manner as the chairperson directs. The result of such poll shall be the resolution of the meeting, except that in the case of a special resolution a majority of not less than three quarters of the members who being entitled to do so vote personally or by proxy at the meeting is required.
- 17.9 A poll demanded on the election of a chairperson of a meeting or on any question of an adjournment, shall be taken at the meeting and without adjournment.
- 17.10 If a poll is demanded in relation to a resolution for the election of a member or members to the Board then:
  - 17.10.1 the election shall take place by way of secret ballot;
  - 17.10.2 the Board shall appoint a returning officer for the election;
  - 17.10.3 the returning officer shall be responsible for the conduct of the ballot and shall declare the results of the ballot to members present at the meeting; and

17.10.4 the returning officer shall destroy all ballot papers after the announcement of the result of the ballot.

## **18. MINUTES**

18.1 Proper minutes of all proceedings of meetings of the Association and of Board Meetings shall be entered promptly after the relevant meeting in minute books kept for the purpose.

18.2 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.

18.3 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.

## **19. VOTING RIGHTS**

19.1 Subject to these rules each member present in person or by proxy shall be entitled to one vote.

19.2 A member being a body corporate shall be entitled to appoint one person who need not be a member of the Association to represent it at a particular meeting or at all meetings of the Association. That person shall be appointed by the corporate member by a resolution of its board which shall be authenticated under its seal. Such a person shall be deemed to be a member of the Association for all purposes until the authority to represent the corporate member is revoked.

## **20. PROXIES**

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

## **21. FINANCIAL YEAR**

The first financial year of the Association shall be the period ending on 30 June 2011, and thereafter a period of 12 months ending on 30 June in each year.

## **22. ACCOUNTS**

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

## **23. RULES**

- 23.1 Subject to approval by a resolution of the members of the Association, these rules may be altered (including an alteration to name), or be rescinded and replaced by substituted rules. Such an alteration shall be registered with the relevant authority as required by the Act.
- 23.2 The registered rules shall bind the Association and every member to the same extent as if they had respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

## **24. THE SEAL**

- 24.1 The Association shall have a common seal upon which its corporate name shall appear in legible characters.
- 24.2 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 two (2) members of the Board.
- 24.3 The seal shall be kept in the custody of the Secretary or such other person as the Board may from time to time decide.

## **25. WINDING UP**

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

## **26. APPLICATION OF SURPLUS ASSETS**

If after the winding up of the Association there remain "surplus assets" as defined in the Act, such surplus assets shall not be paid to or distributed among any member but shall be given or transferred to some other institution or institutions that:

- 26.1 has objects similar to the objects of the Association;
- 26.2 is a fund, authority or institution to which tax deductible gifts may be made under Division 30 of the Income Tax Assessment Act 1997; and
- 26.3 is a charitable entity under the law of Australia for the time being.

## 27. INDEMNITY

- 27.1 Subject to the Act, every person who is or has been an officer or auditor of the Association shall be indemnified out of the property of the Association against any liabilities, losses, costs, expenses and damages whatsoever sustained or incurred directly or indirectly in connection with that person's position as an officer or auditor of the Association and the discharge by the person of his or her duties as an officer or auditor of the Association except:
- 27.1.1 a liability owed to the Association; or
  - 27.1.2 a liability that did not arise out of conduct in good faith; or
  - 27.1.3 legal costs in defending or resisting proceedings in which the person is found by a court to have a liability for which the person cannot be indemnified under any of the foregoing provisions of this Rule; or
  - 27.1.4 legal costs in defending or resisting criminal proceedings in which the person is found guilty.
- 27.2 For the purposes of this Rule:
- 27.2.1 "legal costs" means legal costs on a solicitor and client basis; and
  - 27.2.2 the outcome of legal proceedings means the outcome of the proceedings and any appeal in relation to the proceedings.
- 27.3 The Association need not indemnify a person under this Rule in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- 27.4 Where a person seeks to rely on the indemnities contained in this Rule, that person shall:
- 27.4.1 immediately notify the Association of any claim which gives rise to or could give rise to a liability of the Association to that person;
  - 27.4.2 permit the Association to conduct any negotiations and legal proceedings in respect of the claim in the name of the person and to have the sole arrangement and the control of such negotiations or proceedings and to settle or compromise the claim or make any admission or payment in relation thereto;
  - 27.4.3 not make any admission without the prior written consent of the Association;

27.4.4 promptly render all reasonable assurance and co-operation to the Association as requested by the Association.

27.5 The Association shall make available for inspection by any person who is or has been an officer of the Association the books of the Association at all reasonable times for the purposes of any investigations or legal proceedings whether directly or indirectly in connection with that person's position as an officer or auditor of the Association:

27.5.1 to which the person is a party; or

27.5.2 that the person proposes in good faith to bring; or

27.5.3 that the person has reason to believe will be brought against the person.

## **SCHEDULE**

### **(Rule 8 – Membership)**

- Mr Jonathon Norman Jureidini, 8 Fuller St Walkerville SA 5081
  - Mr Gregory John Hansen, 180A Barton Tce West, North Adelaide SA 5008

