

The Australian Prostate Cancer Collaboration Constitution

(amended 23 September 2004)

1. The Australian Prostate Cancer Collaboration, Inc

- 1.1 There shall be an Australian Prostate Cancer Collaboration, Inc.
- 1.2 The Australian Prostate Cancer Collaboration will hereinafter be referred to as 'The Collaboration'.
- 1.3 The Collaboration will comprise: (i) ordinary members, (ii) affiliate members, and (iii) corporate members.

2. Objects and Purposes

The Collaboration shall serve the interests of the Collaborators by facilitating research into all aspects of prostate cancer and by promoting prostate cancer education and management. In particular, the collaboration will:

- 2.1 promote collaboration between individuals and organisations working in prostate cancer research within Australia and internationally,
- 2.2 promote understanding of prostate cancer in the general community and amongst prostate cancer patients and their families,
- 2.3 promote research in the field of prostate cancer in order to facilitate the development of an evidence based approach to the assessment and management of the disease,
- 2.4 promote the development of advocacy groups to seek funding for prostate cancer research, treatment and education,
- 2.5 facilitate the development of a comprehensive program of education in all aspects of prostate cancer for undergraduate and postgraduate students, researchers and health professionals,
- 2.6 facilitate a forum for a wider appreciation of the scientific, clinical and social aspects of prostate cancer,
- 2.7 organise appropriate seminars, conferences and public events in support of The Collaboration.

3. The Powers of The Collaboration

For the purpose of carrying out its objects, The Collaboration may, subject to the Associations Incorporations Act 1985 and its rules:

- 3.1 acquire, hold, deal with, and dispose of, any real or personal property; and
- 3.2 administer any property on trust; and
- 3.3 open and operate *Australian bank* accounts; and
- 3.4 invest its moneys -
 - i) in any security in which trust monies may, by Act of Parliament, be invested; or
 - ii) in any other manner authorised by the constitution of the Collaboration; and
- 3.5 borrow money upon such terms and conditions as The Collaboration thinks fit; and
- 3.6 give such security for the discharge of liabilities incurred by The Collaboration as The Collaboration thinks fit; and
- 3.7 appoint agents to transact any business of The Collaboration on its behalf; and
- 3.8 enter into any other contract it considers necessary or desirable.

4. Powers and Responsibilities of the Management Committee

The affairs of The Collaboration shall be managed and controlled by the Management Committee which may exercise all such powers and do all such things as are within the objects of The Collaboration, and for the purposes of carrying out the objects of The Collaboration, and which are not required to be done in general meeting pursuant to this Constitution.

5. The Management Committee

- 5.1 Subject to this Constitution, the Management Committee shall be The Collaboration's controlling body.
- 5.2 The Management Committee shall be elected at the AGM from amongst the ordinary membership.
- 5.3 The Management Committee shall comprise nine members.
- 5.4 For the initial Management Committee, three members will be elected for one year, three for two years and three for three years. Thereafter, all members will be elected for three years.
- 5.5 The maximum representation on the Management Committee from any one professional group will not normally exceed three; maximum representation from any one institution should not exceed two.
- 5.6 Subject to this Constitution, the Management Committee may delegate such of its powers and functions as it sees fit.
- 5.7 The Management Committee may co-opt individuals to either complete the term of a resigning member or provide expertise not otherwise covered by the Committee.

6. The Management Committee Proceedings

- 6.1 At any Management Committee meeting, each member of the Management Committee shall have one vote and the Chairperson shall have a deliberative and casting vote.
- 6.2 The Management Committee shall hold at least 3 meetings in each calendar year.
- 6.3 Subject to Clause 4.2, the Management Committee shall meet when the Chairperson determines, or when the Chairperson is so directed by a majority of the Management Committee or by a majority of full members present and voting at an Annual General Meeting or a Special General Meeting.
- 6.4 A quorum for any meeting of the Management Committee shall be a majority of its members.
- 6.5 Management Committee decisions shall be by consensus or by majority vote if consensus is not achieved. Decisions of the Management Committee shall be binding to the members.

7. The Members

- 7.1 Eligibility for ordinary membership of The Collaboration shall be to those individuals involved in prostate cancer research, education, management or diagnosed with prostate cancer

- 7.2 Eligibility for affiliate membership of The Collaboration shall be open to societies, professional bodies, consumer organisations, health departments and like organisations..
- 7.3 Eligibility for corporate membership shall be open to commercial and pharmaceutical organisations involved in prostate cancer research, management and treatment.
- 7.4 The application for membership shall be made in writing, signed by the applicant, and shall be in such form as the Management Committee shall prescribe from time to time. Upon the acceptance of the application by the Management Committee, the applicant shall be a member of The Collaboration in the category accepted by the Management Committee.

8. General Meetings

- 8.1 The Chairperson on behalf of the Management Committee shall call an Annual General Meeting of The Collaboration each year.
- 8.2 At each Annual General Meeting, the Management Committee or its representative shall present an Annual report, including a budget summary for the current year and financial statements covering the period since the previous Annual General Meeting, a list of financial members of The Collaboration, together with an account of the activities of The Collaboration for the last year reported.
- 8.3 An Annual General Meeting shall be held between ten (10) and fourteen (14) months after the previous Annual General Meeting.
- 8.4 With at least fourteen (14) days notice, and at least twenty-one (21) in the case of proposed amendments to the Constitution, the Chairperson shall call an Annual General Meeting.
- 8.5 The Annual General Meeting can: A) amend, the constitution subject to a two thirds majority of ordinary members who are present or who are represented by proxies voting in favour of the amendment. B) by consensus, or failing that, by majority, conduct other such business as required.
- 8.6 Each ordinary member present and by proxy shall be entitled to one vote at an Annual General Meeting or at a Special General Meeting.
- 8.7 A quorum for an Annual or Special General Meeting shall be ten percent of ordinary members, except that no quorum shall be required for an Annual General Meeting which has lapsed for want of a quorum and reconvened as provided for under Clause 7.4.

9. The Chairperson

- 9.1 The Management Committee shall recommend the appointment of a Chairperson of The Collaboration from within its own ranks. The appointment will be for a term of 3 years and require the majority support of the Management Committee. The maximum period a chairperson may serve is 6 years.
- 9.2 The Chairperson, or his or her nominees, shall chair general meetings and meetings of both the Management Committee.
- 9.3 Should the Chairperson position fall vacant, or should the Chairperson be absent, from its ranks, the Management Committee shall appoint an Acting Chairperson until a new Chairperson is appointed.

10. Proxies

An ordinary member shall be entitled to appoint in writing a person who is also a member of The Collaboration to be that member's proxy, and to attend and vote at any meeting of The Collaboration members.

11. Subscriptions

Fees shall be determined by the Management Committee prior to the AGM. Subscriptions shall be due from ordinary, affiliate and corporate members annually. Unfinancial ordinary members will not have voting rights at the AGM. Fees are payable within 30 days of the end of each calendar year.

12. Financial Year

The financial year of The Collaboration shall end on the 31st December each year

13. Accounts

The Collaboration shall maintain normal accounting procedures to correctly record and report the financial transactions and financial position of the Collaboration.

14. Non- Profit

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

15. Resignation

A member may resign from membership of The Collaboration by giving written notice thereof to the Chairperson.

16. Liability of Members

The liability of the members of The Collaboration is limited to an amount not exceeding one dollar (\$1.00) each and for any unpaid subscriptions.

17. Publications and Public Announcements

Members shall acknowledge The Collaboration in publications wherever appropriate, but shall otherwise not use the name of The Collaboration in publicity or other materials in any form whatsoever without the authorisation of the Management Committee.

18. Winding Up

18.1 The Collaboration shall cease its activities and may be wound up if a resolution to the effect shall be passed by not less than seventy five percent (75%) of the members

present at a General Meeting of The Collaboration called and held in accordance with The Constitution.

- 18.2 If upon winding up or dissolution of The Collaboration there remains, after satisfaction of all debts and liabilities, any assets whatsoever the same shall not be paid or distributed amongst members of The Collaboration. Such items shall be transferred to a similar organisation within Australia, with similar objectives to those of The Collaboration, as may be determined by the members of the Management Committee at or prior to the time of winding up or dissolution.

19. Indemnity

Any member of the Management Committee and any other officer of The Collaboration shall be indemnified out of the property of The Collaboration against any liability incurred in defending any proceedings whether civil or criminal or taken against the member or officer by reason of that person's actions in relation to or connected with The Collaboration and which are undertaken within the authority of that person and in good faith and without negligence, default, breach of duty or breach of trust, or in respect of which judgement is given in favour of the member or officer in which there is acquittal or relief granted to the member or officer by a Court.

20. Name

The name of the association shall be *The Australian Prostate Cancer Collaboration, Inc.*