



# **CONSTITUTION OF HL7 AUSTRALIA LTD**

Australian Company Number 629 010 297  
Australian Business Number 37 629 010 297

A company limited by guarantee

As adopted on 31 May 2022  
to take effect from 01 June 2022

# CONTENTS

---

- PRELIMINARY.....1**
  - 1. Name of the company ..... 1
  - 2. Type of company ..... 1
  - 3. Limited liability of Members ..... 1
  - 4. The guarantee ..... 1
  - 5. Definitions ..... 1
  - 6. Amending the constitution..... 1
- OBJECTS, VALUES AND POWERS .....1**
  - 7. Objects..... 1
  - 8. Values ..... 2
  - 9. Powers..... 2
- MEMBERS .....2**
  - 10. Membership and register ..... 2
  - 11. Who can be a Member ..... 2
  - 12. Membership classes and rights ..... 3
  - 13. Representatives of Organisation Members ..... 3
  - 14. Organisation members may nominate Participants ..... 4
  - 15. Membership fees..... 4
  - 16. Applications for membership ..... 5
  - 17. When a person becomes a Member ..... 6
  - 18. When a person ceases to be a Member..... 6
  - 19. Transfer of membership..... 6
- DISPUTE RESOLUTION AND DISCIPLINE .....7**
  - 20. Dispute resolution ..... 7
  - 21. Disciplining Members ..... 7
- GENERAL MEETINGS OF MEMBERS .....8**
  - 22. Calling of General Meetings by the Board ..... 8
  - 23. Failure of Board to call General Meeting requested by Members ..... 9
  - 24. Annual General Meeting ..... 9
  - 25. Notice of General Meetings ..... 9
  - 26. Quorum at General Meetings ..... 10
  - 27. Auditor's right to attend meetings..... 10
  - 28. Using technology to hold meetings..... 11
  - 29. Chairperson for General Meetings..... 11
  - 30. Role of the chairperson of a General Meeting ..... 11
  - 31. Adjournment of meetings ..... 12

<b>MEMBERS' RESOLUTIONS AND STATEMENTS .....</b>	<b>12</b>
32. Members' resolutions and statements .....	12
33. Notice of proposed resolution or statement .....	12
<b>VOTING AT GENERAL MEETINGS .....</b>	<b>13</b>
34. How many votes a Member has.....	13
35. Challenge to Member's right to vote .....	13
36. How voting is carried out .....	13
37. When and how a poll must be held .....	13
38. Appointment of proxy .....	14
39. Voting as a proxy .....	15
<b>THE BOARD OF DIRECTORS .....</b>	<b>15</b>
40. Number of Directors.....	15
41. Election and appointment of Directors.....	15
42. Term of office .....	16
43. When a Director ceases being a Director.....	17
44. Office bearers.....	17
<b>POWERS OF DIRECTORS.....</b>	<b>17</b>
45. Powers of Directors .....	17
46. Delegation of Directors' powers .....	18
47. Execution of documents.....	18
48. Duties of Directors.....	18
49. Conflicts of interest .....	18
<b>DIRECTORS' MEETINGS .....</b>	<b>19</b>
50. When the Directors meet.....	19
51. Calling Directors' meetings.....	19
52. Chairperson for Directors' meetings .....	19
53. Quorum at Directors' meetings.....	19
54. Using technology to hold Directors' meetings .....	20
55. Passing Directors' resolutions .....	20
56. Circular resolutions of Directors.....	20
<b>SECRETARY.....</b>	<b>20</b>
57. Appointment and role of secretary .....	20
<b>MINUTES AND RECORDS.....</b>	<b>20</b>
58. Minutes and records .....	20
59. Financial and related records .....	21
<b>BY-LAWS.....</b>	<b>21</b>
60. By-laws .....	21
<b>NOTICE .....</b>	<b>22</b>
61. What is notice.....	22

62.	Notice to the Company .....	22
63.	Notice to Members .....	22
64.	When notice is taken to be given.....	22
<b>FINANCIAL YEAR.....</b>		<b>23</b>
65.	Company's financial year.....	23
<b>INDEMNITY, INSURANCE AND ACCESS .....</b>		<b>23</b>
66.	Indemnity .....	23
67.	Insurance .....	23
68.	Directors' access to documents .....	23
<b>NOT-FOR-PROFIT.....</b>		<b>23</b>
69.	No profits for Members.....	23
<b>WINDING UP .....</b>		<b>24</b>
70.	Surplus assets not to be distributed to members .....	24
71.	Distribution of surplus assets .....	24
72.	Other payments to Members.....	24
<b>DEFINITIONS AND INTERPRETATION .....</b>		<b>24</b>
73.	Definitions .....	24
74.	Reading this constitution with the Corporations Act.....	26
75.	Interpretation.....	26

## **PRELIMINARY**

### **1. Name of the company**

The name of the company is HL7 Australia Ltd.

### **2. Type of company**

The Company is a public company limited by guarantee.

### **3. Limited liability of Members**

The liability of Members is limited to the amount of the guarantee in clause 4.

### **4. The guarantee**

Each Member must contribute an amount not more than \$10 to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after ceasing to be a Member, and this contribution is required to pay for the:

- (a) debts and liabilities of the Company incurred before the Member ceased to be a Member; or
- (b) costs of winding up.

### **5. Definitions**

In this constitution, words and phrases have the meaning set out in clauses 73 and 75.

### **6. Amending the constitution**

The Members may amend this constitution by passing a Special Resolution.

## **OBJECTS, VALUES AND POWERS**

### **7. Objects**

The Company's objects are to:

- (a) facilitate adoption of digital health in Australia by promoting effective use of standards and products developed and maintained by the Company and by HL7 International, and supporting the enhancement and maintenance of these standards and products to meet local needs;
- (b) work in Australia and overseas with HL7 International and others to support and promote interoperability of health information systems through effective standardisation;
- (c) promote the widespread, consistent use of standards developed by the Company and HL7 International to facilitate effective interoperability and re-use of health information across the Australian health sector;
- (d) be recognised as the principal body in Australia promoting the development, understanding and adoption of standards developed by the Company and HL7 International, and providing for certification related to products and services of the Company and HL7 International;
- (e) be a respected and influential body both in Australia and internationally in the health information industry; and
- (f) do all such other lawful things as are incidental or conducive to attaining any or all of the above objects.

## **8. Values**

The Company aims to operate in accordance with the following values:

- (a) respecting and promoting the expertise and commitment of its Members;
- (b) building communities of interest and contributing positively to dialogue amongst stakeholders;
- (c) being open, inclusive, transparent, consensus-building and ethical; and
- (d) continuously seeking improvement through pursuit of contemporary best practice in standardisation and corporate governance.

## **9. Powers**

The Company has the following powers, which may only be used to carry out its objects as set out in clause 7:

- (a) the powers of an individual; and
- (b) all the powers of a company limited by guarantee under the Corporations Act.

## **MEMBERS**

---

### **10. Membership and register**

10.1 The Members are:

- (a) those properly registered members of the Company as at the date of adoption of this version of the constitution; and
- (b) those applicants admitted as members of the Company in accordance with clause 16.1(d),

other than those that have since ceased to be a member of the Company.

10.2 A register of Members must be kept in accordance with the law.

10.3 Without limiting the requirement under clause 10.2, the following must be entered in the Register in respect of each Member:

- (a) the name and address of the Member;
- (b) the date of admission to membership;
- (c) where applicable, the membership class to which the Member belongs;
- (d) where applicable, the date of cessation of membership;
- (e) any alternative address nominated by the Member for the service of notices; and
- (f) any other information required by the directors or the law from time to time.

10.4 The Company must allow a Member to inspect the Register at no cost to the Member.

10.5 Information that is accessed from the Register must only be used in accordance with the law.

### **11. Who can be a Member**

11.1 A person who supports the objects and values of the Company is eligible to apply to be a Member of the Company.

11.2 In this clause 'person' means an individual or Organisation.

**12. Membership classes and rights**

- 12.1 The Board is to define in the By-laws:
- (a) at least one membership class for Individual Members;
  - (a) at least one membership class for Organisation Members;
  - (b) the rights and privileges enjoyed by a Member in each membership class; and
  - (c) the qualifications, requirements and any other criteria to be met by a Member to be eligible to belong to each membership class.
- 12.2 Each Member will be assigned to a membership class based on the Member's preference, provided that the Member is eligible to belong to their preferred membership class.
- 12.3 The Board may, from time to time and in accordance with the law, determine and vary:
- (a) the membership classes;
  - (a) the rights and privileges attached to being a Member in a membership class;
  - (b) the qualifications, requirements or other criteria for a member to be eligible to belong to a membership class;
  - (c) the membership fee and any other fees associated with each membership class: and
  - (d) the membership class into which a Member is placed in any specific instance.

**13. Representatives of Organisation Members**

- 13.1 An Organisation Member may appoint an individual as a Representative to exercise all or any of the powers and rights the Organisation Member may have in relation to:
- (a) meetings of the Company's Members;
  - (b) the nomination of candidates and participation in ballots for the election of Directors under clause 41.3; and
  - (c) being the primary contact for receipt of notices sent by the Company to the Member.
- 13.2 The appointment of a Representative may be standing (ongoing).
- 13.3 A Representative has all the rights of a Member relevant to the purposes of the appointment as a Representative.
- 13.4 The appointment of a Representative by an Organisation Member must:
- (a) be in writing from the Organisation Member;
  - (b) include the name of the Representative; and
  - (c) be given to the Company or, for representation at a meeting, be given to the chairperson of the meeting.
- 13.5 The appointment may:
- (a) be by reference to an identified position, and
  - (b) set out restrictions on the Representative's powers.

- 13.6 A person ceases to be a Representative of a Member when:
- (a) the person dies;
  - (b) the relevant Member ceases to be a Member;
  - (c) the Company receives notice from the Member that the person is no longer its Representative; or
  - (d) the Company receives notice from the Representative that the person is relinquishing the role of Representative for the relevant Member.
- 13.7 An Organisation Member may nominate more than one Representative but only one Representative may exercise the Member's powers at any one time.
- 13.8 A single individual may not be a Representative for more than one Organisation Member at any given time but may be an Individual Member in their own right whilst also being a Representative.
- 13.9 The Company is to keep a record of Representatives with the Register.

**14. Organisation members may nominate Participants**

- 14.1 An Organisation Member has the right to nominate one or more Participants (up to the number specified in the By-Laws for the Organisation Member's membership class) to receive Participant benefits when participating in Professional Activities.
- 14.2 The Participant benefits available to a Participant under clause 14.1 include:
- (a) eligibility to participate in all Professional Activities available to Members and at the same rates as Members;
  - (b) the right to be nominated for and be elected to leadership and representative positions within the Company, including being a Director;
  - (c) the right to receive notice of, attend, and speak at the AGM of the Company,
  - (d) the right to receive communications, publications and information provided to Members to include:
    - (i) having access to Member-only areas on the Company's website; and
    - (ii) receiving notice of the proposed election of Directors and call for nominations,

but not the right to perform other functions of a Representative such as voting on behalf of the Organisation Member in an election or at a General Meeting (unless the Participant is also the Representative of the Organisation Member at that time).

- 14.3 Subject to the other provisions of this constitution:
- (a) a person nominated as a Participant by an Organisation Member may also be a Member in that person's own right; and
  - (b) a person nominated as a Representative of an Organisation Member is deemed to also be one of the Participants nominated by that Organisation Member and is counted as such.

- 14.4 The Company is to keep a record of Participants with the Register.

**15. Membership fees**

- 15.1 The Board may prescribe by way of the By-Laws or otherwise:
- (a) the amounts of the membership fee and any other fees to be paid by Members according to their membership class; and



- (b) the time (or times) and manner by which membership fees and any other fees are to be paid.
- 15.2 Each Member is to pay the Company the membership fee and any other fees prescribed under clause 15.1(a) by the time (or times) and in the manner prescribed under clause 15.1(b).
- 15.3 The Company is to give each Member notice of the membership fee not less than 14 days before payment of the membership fee is due. Such notice is to include:
  - (a) the amount of the fee;
  - (b) the time or times for payment of the fee; and
  - (c) the manner of payment of the fee.
- 15.4 On applying for membership of the Company, each applicant for membership is to pay the initial membership fee for their proposed membership class in addition to any application fee or other fee prescribed by the Board.
- 15.5 If an application for membership is declined, the Company is to reimburse any initial membership fee paid by the applicant.
- 15.6 A Member that has not paid their membership fee by the due date in accordance with clause 15.2 may not exercise any of the rights associated with that Member's membership (including rights to nominate candidates for election as Directors or to vote at a meeting of Members) until such membership fee is paid.
- 15.7 A failure of the Company to give notice to any Member within the time stipulated in clause 15.3 or the non-receipt by a Member of a notice given in accordance with clause 15.3 does not affect the obligation of the Member to pay the membership fee by the due date.
- 15.8 For avoidance of doubt, where a membership fee is payable by instalments, any reference in this constitution to a membership fee includes an instalment of a membership fee.
- 15.9 If the Board in its absolute discretion considers that circumstances warrant, it may in respect of one or more Members decide to
  - (a) waive, vary, defer or refund a membership fee or any other fee;
  - (b) extend a period of membership;
  - (c) accept a request from a Former Member to reinstate the Member; or
  - (d) implement a combination of such measures.

## **16. Applications for membership**

- 16.1 To become a Member of the Company an applicant must:
  - (a) satisfy the eligibility criteria under clause 10.1;
  - (a) complete and lodge a membership application in the form determined by the Board from time to time (which may include lodging an application using the Internet);
  - (b) ensure that all information provided when applying for membership of the Company is true and accurate;
  - (c) pay the applicable membership fee and any application fee that may be required under clause 15.4;
  - (d) be admitted into membership by the Board (or their delegate) in such manner as the Board determines; and

- (e) satisfy such other membership criteria as the Board may resolve from time to time, acting reasonably.
- 16.2 The Board is to make publicly available a transparent, contemporaneous description of the process, requirements and criteria for submission and determination of membership applications.
- 16.3 The requirements of clause 16.2 may be met by measures such as promulgating the description in the By-laws, publishing the description on the Company's website, providing the description with application forms, or by a combination of such measures or similar measures.
- 16.4 The Board must consider and determine an application for membership within a reasonable time from when the Company receives the application.
- 16.5 The Board may delegate the consideration and determination of membership applications to one or more persons, in which case the decision of that person or those persons will be taken to be the decision of the Board under clause 16.4.
- 16.6 The Board may, at its complete discretion, choose to postpone the determination of all (but not some) membership applications received during the period between the calling of a general meeting and the holding of such general meeting, or any adjournments of that general meeting.

**17. When a person becomes a Member**

An applicant becomes a Member when their membership details are entered onto the Register.

**18. When a person ceases to be a Member**

- 18.1 A person immediately ceases being a Member if the Member:
  - (a) dies;
  - (b) is wound up or otherwise dissolved or deregistered (for an incorporated member);
  - (c) resigns, by notice in writing to the Company, in which case the resignation takes effect from the date that it is received by the Company;
  - (d) is expelled under clause 21;
  - (e) has not responded within three months to a written request from the Company seeking to confirm that they want to remain a Member; or
  - (f) has not paid the applicable membership fee within one month of it becoming due.
- 18.2 When a Member ceases to be a Member, any amounts payable by the Member to the Company will become a debt due and owing to the Company on the date the Member ceased to be a Member and will be recoverable as a debt.

**19. Transfer of membership**

- 19.1 Except as otherwise provided in this clause 19, membership of the Company and the associated rights and privileges cannot be transferred, gifted or sold.
- 19.2 For the avoidance of doubt, nothing in this constitution prevents a Member from applying to transfer to a different membership class.
- 19.3 The Board may approve the transfer of a Member's membership to an associated entity where:
  - (a) the Member and the associated entity are Organisations;
  - (b) the Member has requested in writing that its membership be transferred;

- (c) the request arises from an organisational restructure, merger or business acquisition under which activities performed by the Member will in future be performed by the associated entity;
- (d) the associated entity satisfies the eligibility criteria under clause 11.1; and
- (e) the associated entity has provided any information required by the Board and agrees to the transfer of membership on terms acceptable to the Board.

19.4 When the Board approves a request to transfer a membership, the Register is to be updated to reflect the transfer of membership and associated changes in membership details.

## **DISPUTE RESOLUTION AND DISCIPLINE**

### **20. Dispute resolution**

- 20.1 The Board may make By-laws for the resolution of disputes under this constitution between a Member, Director, a Representative or a Participant and:
- (a) one or more Members;
  - (b) one or more Directors;
  - (c) the Company;
  - (d) one or more Representatives; or
  - (e) one of more Participants.

### **21. Disciplining Members**

- 21.1 In accordance with this clause and any By-laws, the Board may resolve to warn, suspend or expel a Member from the Company if the Board considers that:
- (a) the Member has breached this constitution or any By-law; or
  - (b) the Member's behaviour is causing, has caused or is likely to cause harm to the Company.
- 21.2 At least 14 days before the meeting of the Board at which a resolution under clause 21.1 will be considered, the Company must notify the Member in writing:
- (a) that the Board is considering a resolution to warn, suspend or expel the Member;
  - (b) the date of the meeting of the Board at which this resolution will be considered by the Directors;
  - (c) what the Member is said to have done or not done;
  - (d) the nature of the resolution that has been proposed; and
  - (e) that the Member may provide an explanation to the Board in writing or in person, and details of how to do so.
- 21.3 Before the Board passes any resolution under clause 21.1, the Member must be given a chance to explain or defend themselves by:
- (a) providing the Board with a written explanation; and/or
  - (b) speaking at the meeting.
- 21.4 After considering any explanation provided pursuant to clause 21.3, the Board may:
- (a) take no further action;
  - (b) warn the Member;

- (c) suspend the Member's rights as a Member for a period of no more than 12 months;
  - (d) expel the Member;
  - (e) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, the person can only make a decision that the Board could have made under this clause); or
  - (f) require the matter to be determined at a General Meeting.
- 21.5 The Company cannot fine a Member.
- 21.6 The Company must give written notice to the member of the decision under clause 21.4 as soon as possible and, in any event, within 14 days of the date the decision was made.
- 21.7 A Member may, by notice in writing to the Company within 14 days of the Member's receipt of a notice in accordance with clause 21.6 request that a resolution for expulsion (but not suspension) of that Member be reviewed by the Company at the next General Meeting.
- 21.8 If a Member makes a request in accordance with clause 21.7, the Board must propose at the next General Meeting that a resolution be moved to confirm the expulsion of the Member. If the Members at a General Meeting do not confirm the expulsion at that meeting, the Member is reinstated on and from the date of that General Meeting.
- 21.9 Neither the Company nor the Board will be liable for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.
- 21.10 The Board may reinstate an expelled Member or a suspended Member's rights on any terms and at any times as the Board may resolve.

## **GENERAL MEETINGS OF MEMBERS**

### **22. Calling of General Meetings by the Board**

- 22.1 The Board may call a General Meeting.
- 22.2 If Members with at least 5% of the votes that may be cast at a General Meeting make a written request to the Company for a General Meeting to be held, the Board must:
- (a) within 21 days of the Members' request, give all Members notice of a General Meeting; and
  - (b) hold the General Meeting within two months of the date of the Members' request.
- 22.3 The percentage of votes that Members have for the purposes of clause 20.2 is to be calculated as at midnight immediately before the day the Members request the meeting.
- 22.4 The Members who make the request for a General Meeting must:
- (a) state in the request any resolution to be proposed at the meeting;
  - (b) sign the request; and
  - (c) give the request to the Company.
- 22.5 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

**23. Failure of Board to call General Meeting requested by Members**

- 23.1 If the Board does not call a meeting requested by Members under clause 22.2 within 21 days, Members with more than 50% of the votes of all of the Members who made the request under clause 22.2 may call and hold a General Meeting.
- 23.2 To call and hold a meeting under clause 23.1 the Members must:
- (a) as far as possible, follow the procedures for General Meetings set out in this constitution;
  - (b) call the meeting using the list of Members on the Register; and
  - (c) hold the General Meeting within three months after the date the request was given to the Company.
- 23.3 The Company must pay the Members who request the General Meeting any reasonable out-of-pocket and verifiable expenses they incur because the Board did not call and hold the meeting.

**24. Annual General Meeting**

- 24.1 An annual general meeting ("AGM"), must be held at least once in each calendar year, on a date between 1 July and 30 September.
- 24.2 Even if these items are not set out in the notice of meeting, the business of an AGM may include:
- (a) a review of the Company's activities;
  - (b) a review of the Company's finances;
  - (c) any auditor's report;
  - (d) the election of Directors; and
  - (e) the appointment and payment of auditors, if any.
- 24.3 Before or at the AGM, the Board must give information to the Members on the Company's activities and finances during the period since the last AGM.
- 24.4 The chairperson of the AGM must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

**25. Notice of General Meetings**

- 25.1 Notice of a General Meeting must be given to:
- (a) each Member entitled to vote at the meeting;
  - (b) each Director;
  - (c) the auditor (if any); and
  - (d) each Participant (for AGMs only).
- 25.2 Notice of a General Meeting must be provided in writing at least 21 days before the meeting.
- 25.3 Subject to clause 25.4, notice of a General Meeting may be provided less than 21 days before the meeting if:
- (a) for an AGM, all the Members entitled to attend and vote at the AGM agree beforehand; or
  - (b) for any other General Meeting, members with at least 95% of the votes that may be cast at the meeting agree beforehand.

- 25.4 Notice of a General Meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a Director;
  - (b) appoint a Director in order to replace a Director who was removed; or
  - (c) remove an auditor.
- 25.5 Notice of a General Meeting must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - (b) the general nature of the meeting's business;
  - (c) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution; and
  - (d) a statement that a Member has the right to appoint proxies and that, if a Member appoints a proxy:
    - (i) the proxy does not need to be a Member; and
    - (ii) the proxy form must be delivered to the Company by email at the email address specified in the notice of the meeting at least 48 hours before the meeting.
- 25.6 If a General Meeting is adjourned for one month or more, the Members must be given new notice of the resumed meeting in accordance with clauses 25.2 and 25.3.
- 25.7 Subject to the Corporations Act, a person's attendance at a General Meeting waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the person objects to the holding of the meeting at the beginning of the meeting.

## **26. Quorum at General Meetings**

- 26.1 For a General Meeting to be held, at least five Members (a quorum) must be present (including by technological means) in person, by proxy or by Representative for the whole meeting. When determining whether a quorum is present, an individual may only be counted once (even though that individual may be present in more than one capacity - as a Member, a Representative or a holder of proxies for one or more Members).
- 26.2 No business may be conducted at a General Meeting if a quorum is not present.
- 26.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting, the General Meeting must be adjourned to the date, time and place that the chairperson of the meeting specifies. If the chairperson of the meeting does not specify one or more of those things, the meeting is adjourned to:
- (a) if the date is not specified – the same day in the next week (if that day is not a business day in one or more places where the meeting is to be held, then the next business day in each of those places);
  - (b) if the time is not specified – the same time; and
  - (c) if the place is not specified – the same place.
- 26.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

## **27. Auditor's right to attend meetings**

- 27.1 The auditor (if any) is entitled to attend any General Meeting and to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

27.2 The Company must give the auditor (if any) any communications relating to the General Meeting that a Member of the Company is entitled to receive.

**28. Using technology to hold meetings**

28.1 The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting, including to hear and be heard.

28.2 Where a General Meeting is held using any form of technology:

- (a) anyone participating in the General Meeting is taken to be present in person;
- (b) the provisions of this constitution relating to General Meetings apply, so far as they can and with such changes as are necessary, to General Meetings held using that technology;
- (c) the General Meeting is taken to be held at the place determined by the chairperson of the meeting (which may be an online platform rather than a physical address) provided at least one of the Members present at the meeting was at the place for the duration of the General Meeting; and
- (d) the conduct of the General Meeting must comply with any By-laws made by the Board in relation to the conduct of meetings by technological means.

28.3 If the technology used in accordance with clause 28.2 encounters a technical difficulty, whether before or during the General Meeting, which results in a Member not being able to participate in the General Meeting, the chairperson of the meeting may, subject to the law and the requirements of clause 26 (Quorum at general meetings) being satisfied:

- (a) allow the meeting to continue; or
- (b) adjourn the meeting either for a reasonable period of time as may be required to fix the technology or to such other date, time and location as the chairperson of the meeting considers appropriate.

28.4 For the avoidance of doubt, where the chairperson of the meeting has allowed the General Meeting to continue in accordance with clause 28.3, any resolution passed at that meeting is valid.

28.5 Subject to the law and this constitution, the Board may make By-laws relating to the conduct of meetings and the passing of resolutions by technological means.

**29. Chairperson for General Meetings**

29.1 The Chair is entitled to chair General Meetings.

29.2 Those individuals present and entitled to vote at a General Meeting may choose an individual to be the chairperson for that meeting if:

- (a) there is no Chair;
- (b) the Chair is not present within 30 minutes after the starting time set for the meeting; or
- (c) the Chair is present but declines to act as chairperson of the meeting.

**30. Role of the chairperson of a General Meeting**

30.1 The chairperson of a General Meeting is responsible for the conduct of the General Meeting, and for this purpose must give Members a reasonable opportunity to make comments and ask questions (including questions to the auditor, if the auditor is present).

30.2 The chairperson of a General Meeting may vote at the General Meeting, but does not have a casting vote.

**31. Adjournment of meetings**

31.1 If a quorum is present, a General Meeting must be adjourned if a majority of Members Present direct the chairperson to adjourn it.

31.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

**MEMBERS' RESOLUTIONS AND STATEMENTS**

**32. Members' resolutions and statements**

32.1 Members with at least 5% of the votes that may be cast on a resolution may give:

- (a) written notice to the Company of a resolution they propose to move at a General Meeting; and/or
- (b) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting.

32.2 A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.

32.3 A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Members making the request.

32.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.

32.5 The percentage of votes that Members have for the purposes of clause 32.1 is to be calculated as at midnight before the request or notice (as applicable) is given to the Company.

32.6 If the Company has been given notice of a Members' Resolution under clause 32.1(a), the Members' Resolution must be considered at the next General Meeting held more than two months after the notice is given.

32.7 This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

**33. Notice of proposed resolution or statement**

33.1 If the Company has been given a notice or request under clause 32:

- (a) in time to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, the Company must do so at the Company's cost; or
- (b) too late to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request (as applicable) must pay, before the Company sends the resolution or statement (as applicable), the expenses the Company believes it will reasonably incur in giving Members notice of the proposed Members' Resolution or a copy of the Members' Statement; however, a resolution may be passed at a General Meeting that the Company will pay these expenses, in which case the company will pay such expenses.

33.2 The Company does not need to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members if:

- (a) the Board considers it may be defamatory;



- (b) clause 33.1(b) applies, and the Members who proposed the resolution or made the request (as applicable) have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members; or
- (c) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

## **VOTING AT GENERAL MEETINGS**

### **34. How many votes a Member has**

A Member has the number of votes prescribed in the By-laws for a member of the Member's membership class.

### **35. Challenge to Member's right to vote**

35.1 A challenge to a Member's right to vote at a General Meeting:

- (a) may only be made at the General Meeting; and
- (b) must be determined by the chairperson of the General Meeting, whose decision is final.

### **36. How voting is carried out**

36.1 Voting at a General Meeting must be conducted and decided by:

- (a) a show of hands by those individuals personally present and entitled to vote;
- (b) a poll; or
- (c) another method chosen by the chairperson that is fair and reasonable in the circumstances (which may include a vote conducted using technological means available to all Members Present).

36.2 Before a vote is taken, the chairperson of the General Meeting must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

36.3 On a show of hands under clause 36.1(a), each individual personally present and entitled to vote may only exercise a single vote irrespective of whether that individual may exercise more than one vote in a poll.

36.4 On a show of hands, the decision of the chairperson of the General Meeting is conclusive evidence of the result of the vote.

36.5 The chairperson of the General Meeting and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

### **37. When and how a poll must be held**

37.1 A poll may be demanded on any resolution instead of or after a vote by a show of hands by:

- (a) at least five individuals personally present and entitled to vote;
- (b) Members Present with at least 5% of the votes that may be passed on the resolution on the poll (calculated as at the midnight before the poll is demanded); or
- (c) the chairperson of the General Meeting.

37.2 A poll must be taken when and how the chairperson of the General Meeting directs unless clause 37.3 applies.

- 37.3 A poll must be held immediately if it is demanded under clause 37.1:
- (a) for the election of a chairperson of the General Meeting under clause 29.2;  
or
  - (b) to decide whether to adjourn the meeting.
- 37.4 A demand for a poll may be withdrawn.
- 38. Appointment of proxy**
- 38.1 A Member or its Representative may appoint a proxy to attend and vote at a General Meeting on behalf of the Member.
- 38.2 An Organisation Member may appoint two proxies, with each proxy exercising one or more of the Member's votes as specified in writing by the Member, provided that the total number of votes to be exercised by the Organisation Member's proxies does not exceed the number of votes that the Member may exercise.
- 38.3 The By-laws may provide for a limit on the number of Members for whom a proxy may act.
- 38.4 A proxy does not need to be a Member.
- 38.5 A proxy appointed to attend and vote for a Member has the same rights as the Member to:
- (a) speak at the meeting;
  - (b) vote in a show of hands;
  - (c) vote in a poll (but only to the extent allowed by the appointment); and
  - (d) join in to demand a poll under clause 37.1.
- 38.6 An appointment of proxy (**'proxy form'**) must be addressed to the Company and be signed by or on behalf of the Member and must contain details of:
- (a) the name and address of the Member;
  - (b) if applicable, the name and contact details of the Representative or agent of the Member appointing the proxy;
  - (c) the proxy's name or the name of the office held by the proxy;
  - (d) the meeting(s) at which the appointment may be used; and
  - (e) if the proxy is to exercise fewer than the total number of votes of an Organisation Member, the number of votes that the proxy may exercise.
- 38.7 A proxy appointment may be standing.
- 38.8 Proxy forms must be received by the Company at the email address stated in the notice under clause 25.5(d) at least 48 hours before a meeting.
- 38.9 If the number of votes the proxy or proxies of a Member are appointed to exercise exceeds the number of votes that the Member may exercise, then the Company may in its sole discretion scale back the number of votes that the proxy or each of the proxies may exercise so that the total number of votes that the proxy or proxies may exercise does not exceed the number of votes that the Member may exercise.
- 38.10 A proxy does not have the authority to speak and vote for a Member at a meeting while the Member or the Member's appointed Representative is at the meeting.
- 38.11 Unless the Company receives written notice before the start or resumption of a General Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:
- (a) dies;

- (b) is mentally incapacitated;
- (c) revokes the proxy's appointment; or
- (d) revokes the authority of a Representative or agent who appointed the proxy.

38.12 A proxy appointment may specify the way the proxy must vote on a particular resolution.

### **39. Voting as a proxy**

39.1 A proxy need not vote on a resolution in a show of hands but, if the proxy does vote, the proxy must vote in accordance with any voting instructions on their proxy form, unless the proxy has two or more proxy forms that specify different ways to vote on the resolution, in which case, the proxy should not vote as a proxy on the resolution in the show of hands, except as otherwise provided in clause 39.3.

39.2 When a poll is held on a resolution, a proxy (including the chairperson of the meeting):

- (a) may vote but does not need to vote, unless the proxy form specifies the way the proxy must vote, in which case the proxy must cast the votes in the way specified on that proxy form; and
- (b) may cast the votes held in one or more ways at the discretion of the proxy, subject to meeting any requirements of clause 39.2(a) and the law.

39.3 If a proxy is also a Member or Representative, nothing in this clause 39 affects the way that the proxy can cast any votes they hold as a Member or as a Representative.

## **THE BOARD OF DIRECTORS**

---

### **40. Number of Directors**

The Board of Directors shall comprise eight Directors.

### **41. Election and appointment of Directors**

41.1 The Board must make By-laws specifying the rules, processes and procedures for the election of Directors.

41.2 A person (being a natural person) is eligible for election or appointment as a Director of the Company if the person:

- (a) is a Member, Representative or Participant;
- (b) gives the Company signed consent to act as a Director of the Company;
- (c) is not ineligible to be a director under the Corporations Act; and
- (d) is not ineligible to be a Director under clause 41.7.

41.3 Every year an election of Directors is to be held:

- (a) to fill Director positions that will be vacant at the conclusion of the AGM; and
- (b) in accordance with any applicable By-laws:
  - (i) by an online ballot conducted in advance of the AGM using an electronic ballot system; or
  - (ii) by a ballot or resolution at the AGM, if it is not practical to conduct a ballot in advance of the AGM under clause 41.3(b)(i).

# CONSTITUTION OF HL7 AUSTRALIA LTD

- 41.4 A ballot conducted using an electronic ballot system under clause 41.3(b)(i):
- (a) is to be accessible to all persons entitled to vote in the election;
  - (b) is to close on the day of the AGM or within the 6 days prior to the day of the AGM;
  - (c) is to allow voters a minimum of 5 days and a maximum of 20 days in which to cast their votes; and
  - (d) notwithstanding any other provision of this clause 41.4, may be closed any time after all eligible votes have been cast.
- 41.5 Directors elected as the result of an election conducted in accordance with the By-laws under clause 41.3 are to be announced at and are deemed to have been elected at the associated AGM without need for any further resolutions.
- 41.6 If several Directors are appointed by resolution at a General Meeting, each such Director must be appointed separately, unless:
- (a) the Directors are elected in a ballot that meets the requirements of subsections 201E(2) and 201E(3) of the Corporations Act; or
  - (b) those eligible to vote at the General Meeting have first passed a resolution that the appointments may be voted on together; and
  - (c) no votes were cast against that resolution.
- 41.7 After each period of seven or more consecutive years as a Director, a person is ineligible for re-election or appointment as a Director until a period of 18 months has passed from the date on which the person most recently ceased being a Director under this clause 41.7.
- 41.8 The Board may appoint a person as a Director to fill a casual vacancy if that person is eligible for appointment under clause 41.2.

## **42. Term of office**

- 42.1 Except as otherwise provided in this constitution, a Director's term of office starts at the end of the General Meeting at which the Director was elected and ends at the end of the AGM in the second calendar year after the Director was elected.
- NOTE: This should result in most elected Directors serving for a term of around 2 years before they need to submit themselves for re-election, which they may do, provided they remain eligible for election as a Director.
- 42.2 Each year
- (a) an election is to be held under clause 41.3 for at least half the total number of Director positions on the Board,
  - (b) the Directors that must retire at the end of the AGM include:
    - (i) any Director appointed by the Board under clause 41.8; and
    - (ii) any Director (including a Chair) whose term of office ends after the AGM under clause 42.1.
- 42.3 If after allowing for any Director positions that will become vacant through retirement under clause 42.2(b) and for any other reason, there are insufficient Director positions vacant to allow the number ('**Quota**') of directors required under clause 42.2(a) to be elected, then:
- (a) Sufficient further Directors other than the Chair must resign to enable the Quota to be met; and

- (b) the Director or Directors to retire from among the Directors that are not otherwise required to retire in that year will be decided by lot unless they agree otherwise.

42.4 A person who retires as a Director pursuant to this clause 42 is eligible for re-election as a Director provided that the person meets the eligibility requirements set out in clause 41.2.

### **43. When a Director ceases being a Director**

43.1 A person ceases being a Director if the person:

- (a) gives written notice of resignation as a Director to the Company;
- (b) dies;
- (c) is removed as a Director by a resolution of the Members;
- (d) is absent for three consecutive Directors' meetings without approval from the Board;
- (e) becomes ineligible to be a Director of the Company under the Corporations Act; or
- (f) is required to retire as a Director by operation of this constitution and is not re-elected as a Director under clause 41.3 or appointed by the Board under clause 41.8.

43.2 A person who ceases to be a Director of the Company by operation of this constitution and the By-laws is to do all things necessary under the law to effect their resignation as a Director of the Company.

### **44. Office bearers**

44.1 The office bearers of the Company comprise the Chair and any other office-bearer position identified in the By-laws.

44.2 A vacancy in the position of Chair shall be filled:

- (a) where the vacancy is to arise at the end of the AGM in any year, by means of a separate ballot at the same time that other Directors are elected under clause 41.2, or
- (b) where the vacancy arises because the person who is Chair ceases to be a Director or informs the Board that they are unable to continue as Chair through to the end of the next AGM or no candidate is elected to a vacant position of Chair at an AGM - by the Board appointing a Director or Directors to perform the functions of Chair on an interim basis and for such periods as they may determine until a Chair can be elected (normally at the next AGM).

44.3 Any office bearer position other than the Chair may be filled by resolution of the Directors from among the Directors or otherwise for the secretary in accordance with clause 57.

## **POWERS OF DIRECTORS**

### **45. Powers of Directors**

45.1 The Board is responsible for managing and directing the activities of the Company to achieve the objects set out in clause 7.

45.2 The Board may use all the powers of the Company except for powers that, under this constitution or the law, may only be used by Members.

- 45.3 The Board must decide on the responsible management of the Company including:
- (a) any suitable written delegations of power under clause 46; and
  - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

45.4 The Board cannot remove a Director or auditor. Directors and auditors may only be removed by a resolution of Members at a General Meeting.

**46. Delegation of Directors' powers**

46.1 The Board may resolve to delegate any of its powers and functions to a committee, to one or more Directors, to specified employees of the Company or to any other person or persons, as the Board considers appropriate.

46.2 The Board may delegate its powers for such time as it determines and may revoke or vary any power so delegated.

46.3 A person to whom any powers have been delegated must exercise the powers delegated in accordance with any directions of the Board.

46.4 The Board may continue to exercise all of its powers despite any delegation.

46.5 A delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of a specified office or position.

**47. Execution of documents**

47.1 The Company may execute a document without using a common seal if the document is signed by:

- (a) two Directors of the Company; or
- (b) a Director and the secretary.

47.2 A person may sign a document:

- (a) by signing a physical form of the document by hand;
- (b) by signing an electronic form of the document; or
- (c) by using electronic means,

provided that any signing of a document under sub-clauses (b) and (c) satisfies Part 1.2AA of the Corporations Act in relation to the use of technology to sign documents (including deeds).

**48. Duties of Directors**

The Directors must comply with their duties as directors under the law.

**49. Conflicts of interest**

49.1 A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- (a) to the other Directors; or
- (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

49.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting at which it is disclosed.

- 49.3 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clause 49.4:
- (a) be present at the meeting while the matter is being discussed; or
  - (b) vote on the matter.
- 49.4 A Director may still be present and vote when a matter in which the Director has an interest is being considered if:
- (a) the Director's interest arises because they are a Member or a Representative or a Participant, and all Members of the Company have the same interest;
  - (b) the Director's interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a director of the Company;
  - (c) the Director's interest relates to a payment by the Company under clause 66, or any contract relating to an indemnity that is allowed under the Corporations Act;
  - (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter; or
  - (e) the Directors who do not have a material personal interest in the matter pass a resolution that:
    - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and
    - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

## **DIRECTORS' MEETINGS**

### **50. When the Directors meet**

The Directors may decide how often, where, when and by what means they meet.

### **51. Calling Directors' meetings**

- 51.1 A Director may call a Directors' meeting by giving reasonable notice to all of the other Directors.
- 51.2 A Director may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.

### **52. Chairperson for Directors' meetings**

- 52.1 The Chair is entitled to chair Directors' meetings.
- 52.2 The Directors at a Directors' meeting may choose a Director to be the chairperson for that meeting if the Chair is:
- (a) not present within 30 minutes after the starting time set for the meeting; or
  - (b) present but does not want to act as chairperson of the meeting.

### **53. Quorum at Directors' meetings**

- 53.1 The quorum for a Directors' meeting is a majority (more than 50%) of Directors, unless otherwise specified in the By-laws.
- 53.2 A quorum must be present for the whole Directors' meeting.

**54. Using technology to hold Directors' meetings**

- 54.1 The Directors may hold their meetings as virtual meetings under Part 2G.5 of the Corporations Act and by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors. The Directors' agreement may be a standing (ongoing) one.
- 54.2 A Director may only withdraw his or her consent to the use of any technology within a reasonable period before a meeting that is to use such technology.

**55. Passing Directors' resolutions**

At a Directors' meeting a resolution is passed if Directors entitled to vote cast more votes in favour of the resolution than against it.

**56. Circular resolutions of Directors**

- 56.1 The Directors may pass a circular resolution without a Directors' meeting being held.
- 56.2 A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 56.3 or clause 56.4.
- 56.3 Each Director may sign:
- (a) a single document setting out the resolution and containing a statement that they agree to the resolution; or
  - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 56.4 The Company may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 56.5 A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 56.3 or clause 56.4.

**SECRETARY**

**57. Appointment and role of secretary**

- 57.1 The Company must have at least one secretary, who may also be a Director.
- 57.2 A secretary must be appointed by the Directors and may be removed from the role of secretary by the Directors.
- 57.3 Before being appointed as a secretary, a person must give the Company their signed consent to act as secretary of the Company.
- 57.4 The Directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- 57.5 The role of the secretary includes ensuring that the minutes and other records of General Meetings (including notices of meetings), Directors' meetings and circular resolutions are maintained in accordance with the law.

**MINUTES AND RECORDS**

**58. Minutes and records**

- 58.1 The Company must, make and keep the following records:
- (a) minutes of proceedings and resolutions of a General Meeting within one month of the meeting;



- (b) a copy of a notice of each General Meeting within one month of the notice being given; and
  - (c) a copy of a Members' Statement distributed to Members under clause 32 and clause 33 within one month of distributing the statement.
- 58.2 The Company must make within one month and thereafter keep the following records:
- (a) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and
  - (b) minutes of circular resolutions of Directors.
- 58.3 To allow Members to inspect the Company's records:
- (a) the Company must give a Member or Representative access to the records set out in clause 58.1; and
  - (b) the Directors may authorise a Member or Representative to inspect other records of the Company, including records referred to in clauses 58.2 and 59.1.
- 58.4 The Directors must ensure that minutes of a General Meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
- (a) the chairperson of the meeting; or
  - (b) the chairperson of the next meeting.
- 58.5 The Directors must ensure that minutes of the passing of a circular resolution of Directors are signed by a Director within a reasonable time after the resolution is passed.
- 59. Financial and related records**
- 59.1 The Company must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance; and
  - (b) enable true and fair financial statements to be prepared and to be audited.
- 59.2 The Company must also keep written records that correctly record its operations.
- 59.3 The Company must retain its records for at least seven years.
- 59.4 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

## **BY-LAWS**

### **60. By-laws**

- 60.1 The Board may pass a resolution to make, amend or repeal By-laws to give effect to this constitution or for the proper conduct, control and management of the Company in relation to the following matters:
- (a) any matters which this constitution specifies can be addressed in By-laws;
  - (b) the formation of any committees including their composition, terms of reference and other relevant matters; and
  - (c) any such other matter as provided for under this constitution or as are commonly the subject matter of regulations for the proper conduct of companies.

- 60.2 Members and Directors must comply with By-laws as if they were part of this constitution.
- 60.3 To the extent of any inconsistency between the By-laws and this constitution, this constitution prevails to the extent of that inconsistency.

## **NOTICE**

---

### **61. What is notice**

- 61.1 Anything written to or from the Company under any clause in this constitution is written notice and is subject to clauses 62 to 64, unless specified otherwise.
- 61.2 Clauses 62 to 64 do not apply to a notice of proxy under clause 38.8.

### **62. Notice to the Company**

- 62.1 Written notice or any communication under this constitution may be given to the Company, the Directors or the secretary by:
- (a) sending it to an email address or other electronic address notified by the Company to the Members as the Company's email address or other electronic address;
  - (b) delivering it to the Company's registered office; or
  - (c) posting it to the Company's registered office or to another address chosen by the Company for notice to be provided.
- 62.2 For abundance of clarity, the Company's preferred means of receiving notice under this constitution is by email addressed:
- (a) to the Company, the secretary and the Chair at their email addresses as published on the Company's website; or
  - (b) where the notice is in response to a specific matter where an email address for responses has been provided, to that email address.

### **63. Notice to Members**

- 63.1 Written notice or any communication under this constitution may be given to a Member:
- (a) in person;
  - (b) by sending it to the email or other electronic address nominated by the Member as an address for service of notices;
  - (c) if agreed to by the Member, by notifying the Member at an email or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).
  - (d) by posting it to, or leaving it at the address of the Member in the Register or at an alternative address (if any) nominated by the Member for service of notices; or
  - (e) sending it to the fax number nominated by the Member as an alternative address for service of notices (if any).
- 63.2 If the Company does not have an address for the Member, the Company is not required to give notice in person.

### **64. When notice is taken to be given**

A notice:

- (a) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent;

- (b) given under clause 63.1(b) is taken to be given on the business day after the notification that the notice is available is sent;
- (c) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered; or
- (d) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs.

## **FINANCIAL YEAR**

### **65. Company's financial year**

The Company's financial year is from 1 July to 30 June unless otherwise specified in the By-laws.

## **INDEMNITY, INSURANCE AND ACCESS**

### **66. Indemnity**

- 66.1 The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.
- 66.2 In this clause, 'officer' means a Director or secretary and includes a Director or secretary after they have ceased to hold that office.
- 66.3 In this clause, 'to the relevant extent' means:
  - (a) to the extent that the Company is not precluded by the law from doing so; and
  - (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 66.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

### **67. Insurance**

To the extent permitted by the law, and if the Directors consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

### **68. Directors' access to documents**

- 68.1 A Director has a right of access to the financial records of the Company at all reasonable times.
- 68.2 The Company must allow a Director or former Director to inspect and take copies of the books of the Company to the extent permitted by the law.

## **NOT-FOR-PROFIT**

### **69. No profits for Members**

Subject to clause 72, the assets and income of the Company must be applied solely in furtherance of the Objects and no portion of the income or assets of the Company may be paid or transferred, directly or indirectly, to any Member.

## **WINDING UP**

---

### **70. Surplus assets not to be distributed to members**

If the Company is wound up, any Surplus Assets must not be distributed to any Member or Former Member of the Company.

### **71. Distribution of surplus assets**

71.1 Subject to the Corporations Act, any other applicable law, and any court order, any Surplus Assets that remain after the Company is wound up must be distributed to:

- (a) the Australasian Institute of Digital Health Limited (ACN 097 598 742); or
- (b) if the Directors so determine, to any charity with a charitable purpose similar to the objects of the Company and which also prohibits the distribution of any surplus assets to its members to at least the same extent as the Company.

71.2 The Company may by Special Resolution nominate another company, fund, authority or institution for the purpose of clause 71.1

### **72. Other payments to Members**

72.1 Nothing in this constitution prevents the Company, with the approval of the Board, paying:

- (a) reasonable remuneration to a person who is a Member, Representative or Participant and who is an employee of the Company in respect of the work that person performs as an employee of the Company;
- (b) reasonable remuneration in consideration of services rendered or goods supplied by a Member to the Company in the ordinary course of business;
- (c) interest, at a reasonable rate, on money borrowed from a Member or other person;
- (d) reasonable rent for premises leased to the Company by a Member or other person;
- (e) out-of-pocket costs or expenses incurred by a Member or other person for or on behalf of the Company with the Board's prior approval; or
- (f) any other reasonable amount of a similar character to those described in this clause.

72.2 For the avoidance of doubt, nothing in this clause 72:

- (a) prevents a Member from receiving such services as may ordinarily be provided by the Company in the course of undertaking its activities; or
- (b) prohibits a Member from receiving a minor benefit that is directly related to being a Member of the Company.

## **DEFINITIONS AND INTERPRETATION**

---

### **73. Definitions**

In this constitution:

**AGM** means the annual general meeting referred to in clause 24;

**Board** means all or some of the Directors acting as a board;

**By-laws** means any administrative rules for managing the affairs of the company made pursuant to clause 60 and as amended from time to time;

# CONSTITUTION OF HL7 AUSTRALIA LTD

**Chair** means a person elected to be the Company's chairperson under clause 44.2;

**Company** means HL7 Australia Limited (ACN 629 010 297);

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Director** means a person who is, for the time being, a director of the Company;

**Former Member** means a person who was formerly a Member of the Company but is no longer a Member;

**General Meeting** means a meeting of members and includes the AGM;

**HL7 International** means Health Level Seven International Incorporated, a not-for-profit corporation incorporated in New Jersey, United States of America, and a global health information standards development organisation with its head office in Ann Arbor, Michigan, United States of America;

**Individual Member** means a Member that is a natural person other than a natural person trading as a sole trader;

**Member** means a person whose name is entered in the Register as a then current member of the Company;

**Member Present** means, in connection with a General Meeting, a Member present (including being present by technological means) in person, by Representative or by proxy at a venue for the meeting;

**Members' Resolution** means a resolution proposed in accordance with clause 32.1(a);

**Members' Statement** means a statement of Members in accordance with clause 32.1(b);

**Objects** means the Company's objects as described in clause 7;

**Organisation** means a natural person trading as a sole trader, a partnership acting through an authorised representative of the partnership, a corporation, an incorporated association, a public authority, instrumentality or government agency, or any other legal person that is not a natural person;

**Organisation Member** means a Member that is an Organisation;

**Participant** means a natural person nominated by an Organisation Member to receive Participant benefits in accordance with clause 14 and the By-laws;

**Professional Activities** means working groups, connectathons, educational activities and technical events conducted by the Company and by HL7 International for the purposes of developing, balloting, maintaining and supporting the application of standards, implementation guides, and other documents developed by the Company, HL7 International and associated entities;

**Representative** means a natural person appointed as a representative of an Organisation Member in accordance with clause 13;

**Special Resolution** means a resolution:

- (a) of which notice has been given under clause 25.5(c); and
- (b) that has been passed by at least 75% of the votes cast by those present and entitled to vote on the resolution;

**Register** means the register of Members kept pursuant to the Corporations Act; and

**Surplus Assets** means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.

**74. Reading this constitution with the Corporations Act**

- 74.1 The replaceable rules set out in the Corporations Act do not apply to the Company.
- 74.2 The Corporations Act overrides any clause in this constitution which is inconsistent with that Act.
- 74.3 A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning in this constitution.

**75. Interpretation**

In this constitution:

- (a) a word importing the singular includes the plural (and vice versa);
- (b) a word indicating a gender includes every other gender;
- (c) a reference to a person includes any natural or legal person;
- (d) if a word or phrase is given a defined meaning, any other party of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) a reference to something being "written" or "in writing" includes that thing being representable or reproducible in visible form;
- (f) a reference to "the law" includes the common law (particularly as it applies to the governance and management of companies), the Corporations Act and regulations made under the Corporations Act;
- (g) a notice or document required by this constitution to be signed may be authenticated by any other manner permitted by the law;
- (h) the words "including", "for example", or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression; and
- (i) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).