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Post your completed form to: Companies Office, Private Bag 92061, Victoria Street West, Auckland 1142

## Certificate - Alteration of rules

Section 21 Incorporated Societies Act 1908

### 1. Name of society

Accelerating Auckland Incorporated

### 2. Society number

1937350

I certify that the alteration has been made in accordance with the rules of the society.

#### Name

Judith Speight

#### Position

Executive Director

#### Signature

#### Date

8th / July / 2010

### 3. Complete this checklist before filing your application

Tick all options that apply to this alteration of rules

- This certification has been completed by an officer of or a solicitor for the society.
- A copy of the rule alteration(s) is attached. **Note** | This can either be a complete copy of the updated rules with the alterations underlined or in bold type, or a copy of the particular rule(s) that were altered.
- The copy of the alteration to rules has been signed by three members of the society.

For society name changes —

- This rule alteration also includes a name change for the society, and
- We have checked that the new name of the society is available by conducting Register Searches at both [www.societies.govt.nz](http://www.societies.govt.nz) and [www.companies.govt.nz](http://www.companies.govt.nz).

### What must be included in your rules?

Section 6 of the Incorporated Societies Act 1908 requires that a society's rules include the following:

- The name of the society (ending with the word Incorporated)
- The objects for which the society is established
- How people become members of the society and cease being members of the society
- How meetings of the society will be called and held and how voting will take place
- How officers of the society will be appointed
- Control and use of the common seal
- How the society's funds will be controlled and invested
- The powers (if any) that the society has to borrow money
- How any property of the society will be distributed in the event of the society being wound up
- How the rules of the society can be altered

### 4. Your contact details

Name and postal address

Accelerating Auckland Incorporated  
P.O.Box 96034  
Balmoral  
Auckland 1342

Telephone 021-967-975

Email (optional) [jspeight@ittwrkz.co.nz](mailto:jspeight@ittwrkz.co.nz)

**Constitution**  
**Of**  
**Accelerating Aotearoa Incorporated**

**Dated: July 8<sup>th</sup> 2010**

Signed:



Chairman

Date:

8<sup>th</sup> July 2010.

Signed:



For New Zealand School of Education

Date:

8<sup>th</sup> July 2010.

Signed:



For Manukau City Council

Date:

5/7/10

**The Constitution of  
Accelerating Aotearoa Incorporated**

**1. Interpretation**

In this Constitution, unless the context requires otherwise:

**AGM** means the Annual General Meeting referred to in clause 9;

**AAI** means Accelerating Aotearoa Incorporated;

**Core Group** means the Core Group of AAI;

**Chairperson** means the chairperson of the Core Group appointed in accordance with clause 6;

**EGM** means an extraordinary general meeting;

**Financial Year** means the year ending on 31 March;

**General Meeting** means AGM or EGM;

**Member** means a member of AAI;

**Objects** means the objects of AAI described in clause 3;

**Representative** means a person authorised to act on behalf of a Member organisation in relation to AAI matters.

## **2. Name and Office**

- 2.1 The name of AAI is "**Accelerating Aotearoa Incorporated**".
- 2.2 The registered office of AAI will be such address as may be determined by the Core Group from time to time.

## **3. Objects and powers**

- 3.1 The objects of AAI are:
- (a) to ensure that the potential growth of New Zealand is not constrained by a shortage of people with the required Information & Communications Technology (ICT) **and digital** skills;
  - (b) to foster collaboration between ICT **and digitally enabled** enterprises, Private Training Establishments (PTEs), Tertiary Education Organisations (TEOs) delivering tertiary education programmes in New Zealand and other relevant stakeholders;
  - (c) to design an ongoing mechanism for collaborative engagement between all TEOs providing ICT **and digital capability** programmes in New Zealand, PTEs, ICT businesses and other relevant stakeholders;
  - (d) to establish and manage the ongoing mechanism for collaborative engagement between all TEOs providing ICT **and digital capability** programmes in New Zealand, PTEs, ICT **and digitally enabled** businesses and other relevant stakeholders **and use those methodologies for development of further public good outcomes;**
  - (e) to better align the programmes offered by TEOs and PTEs with the skill needs of ICT **and digitally enabled** enterprises **and other relevant stakeholders** in New Zealand;
  - (f) to develop and implement strategies designed to increase the

participation and completion rates of Maori and Pacific Peoples as well as other ethnic groups in ICT and other programmes offered by TEOs and PTEs in New Zealand;

- (g) to promote ICT and other programmes and careers with different student populations; and
- (h) to develop and implement new strategies and programmes to build ICT skills and capability for the citizens and communities of New Zealand, applying the ongoing collaborative engagement mechanism designed, established and managed by AAI to drive productivity improvements and innovation across sectors within New Zealand.

3.2 AAI will have the power:

- (a) to enter into contracts with employees, Members, sponsors, media, and other persons, agencies and organisations;
- (b) to acquire by purchase, lease or grant, any property and to manage, let, sell, exchange or otherwise deal with property of AAI;
- (c) to assign functions to and/or enter into agreements with other organisations;
- (d) to lend, invest, borrow, raise or secure the payment of money in such manner as the Core Group thinks fit;
- (e) to raise funds by subscription, levies, donations, and other means;
- (f) to effect all forms of insurance;
- (g) to withdraw, suspend or terminate membership;
- (h) to implement disciplinary procedures, conduct hearings and impose sanctions and penalties; and
- (i) to do all such other things as are incidental or conducive to the attainment of the Objects.

#### **4 Membership**

- 4.1 The initial Members are those parties that have approved this Constitution and applied for AAI to be incorporated.
- 4.2 Subject to the following provisions of this clause 4, membership is open to applicants whose activities are compatible with the Objects.
- 4.3 The Core Group may from time to time set further qualification and criteria for membership.
- 4.4 Applications for membership are to be made in writing to the Core Group. The Core Group will consider all applications and will notify the applicants if they are or are not accepted as Members.
- 4.5 The Core Group will be responsible for setting subscription fees (if any) for membership of AAI. The Core Group may also charge fees or levies for services provided by AAI to Members.
- 4.6 Membership may be suspended or terminated following a resolution passed by 75% majority of votes cast at a meeting of the Core Group, if a Member:
- (a) is convicted of an indictable offence;
  - (b) acts in a manner considered to be injurious or prejudicial to the character or interests of AAI; or
  - (c) breaches any provisions of this Constitution and does not remedy the breach within 14 days after receiving notice from the Core Group requiring it to be remedied.
- 4.7 Any Member may resign from membership of AAI by giving the Core Group notice in writing to that effect.

## **5 Representatives**

- 5.1 Each Member organisation is to nominate a Representative who will act for the Member in regard to all AAI matters.
- 5.2 A Member organisation may change its Representative on giving the Core Group written notice of the change.

## **6 Appointment of Core Members**

- 6.1 The Core Group will consist of up to 6 Members that are representatives of TEOs or PTEs, up to 5 Members that are industry representatives, and at least one Member that is a representative from a New Zealand organisation promoting economic development for New Zealand.
- 6.2 Subject to clause 6.5, all Core Group Members are to be appointed for a one-year term by the Members at an AGM and will hold office from the conclusion of each AGM until the next AGM.
- 6.3 The Core Group will call for nominations for Core Group Members when giving notice of an AGM and any Member may nominate one Core Group Member. Core Group Members are eligible for nomination and re-appointment. If there are more nominations than positions for Core Group Members, then the Chairperson will conduct a ballot at the AGM among the Members present, and the nominees with the highest number of votes will be deemed to be elected on the Core Group. If two or more nominees obtain an equal number of votes for the final position available to them on the Core Group, their position will be decided by a further ballot.
- 6.4 The Core Group will have the power at any time to co-opt any person to fill a casual vacancy in the Core Group until the next AGM.
- 6.5 A Core Group Member may appoint an alternate to attend and vote at Core Group meetings at which the Core Group Member is not personally present.
- 6.6 The Core Group Members will elect one of their number to a one-year term as Chairperson of all Core Group meetings and General Meetings. The current Chairperson is eligible for re-election. If at any meeting the Chairperson is not

present, the Core Group Members may elect one of their numbers as Chairperson for that meeting.

## **7 Core Group powers and duties**

- 7.1 The business and affairs of AAI will be managed by, or under the direction or supervision of the Core Group.
- 7.2 The Core Group may exercise all the powers of an incorporated society that are not required to be exercised by the Members under the Incorporated Societies Act 1908 or this Constitution.
- 7.3 The Core Group may (subject to clause 7.2) delegate to any committee of Core Group Members, a Core Group Member, a contractor, an employee of AAI or any other person, any one or more of its powers.
- 7.4 The Core Group may appoint such employees or contractors as it considers necessary to carry out the powers and duties of AAI, including an executive officer, and may determine such employees' or contractors' remuneration and terms of appointment.

## **8 Core Group meeting**

- 8.1 A meeting of the Core Group may be held:
  - (a) by a number of Core Group Members who constitute a quorum, being assembled at the same time and place; or
  - (b) by means of audio or audio-visual communication by which all Core Group Members participating and constituting a quorum can hear each other throughout the meeting.
- 8.2 The Chairperson may convene a Core Group meeting at any time and must, at the request of three Core Group Members, convene a Core Group meeting. Notice of every Core Group meeting must be given to every Core Group Member who is in New Zealand or to the Core Group Member's



alternate, if the Core Group Member is outside New Zealand. Where possible, at least seven days' prior notice of a Core Group meeting will be given.

8.3 A quorum for a Core Group meeting may be fixed by all of the Core Group Members but, unless so fixed, is a majority of the Core Group Members.

8.4 Every Core Group Member has one vote. In the case of an equality of votes the Chairperson will not have a casting vote in addition to his or her deliberative vote.

8.5 Except as set out in this Constitution, the Core Group may regulate its own procedure.

## **9 General Meetings**

9.1 An AGM will be held each year:

- (a) to appoint the Core Group Members under clause 6;
- (b) to receive reports on the previous year's activities, including the Chairperson's Report, a financial report and auditor's report.
- (c) to consider any notices of motion and remits; and
- (d) to transact any other business that may properly be conducted at an AGM.

9.2 An AGM will be held in such place and at such time after the end of each Financial Year as the Core Group may determine.

9.3 Written notice of each AGM will be forwarded to all Members at least 30 days prior to the meeting, such notice to include the agenda of business to be conducted at the meeting.

9.4 Notice of motion containing changes to this Constitution and all other remits must be received by the Core Group at least 35 days prior to the meeting.

- 9.5 The Core Group may convene an EGM at any time and must convene an EGM on receipt of a written request signed by at least four Core Group Members, stating the business to be transacted. At an EGM only the business mentioned in the notice calling the meeting may be transacted. Otherwise the procedure for convening an EGM will be as close as possible to that of an AGM.
- 9.6 Each Member that is an organisation may appoint one Representative to attend and cast its vote at a General Meeting. An individual member is entitled to one vote at a General Meeting.
- 9.7 At any General Meeting five Members present in person will constitute a quorum. The meeting will be adjourned if a quorum is not available within 30 minutes, and the Core Group will arrange a new General Meeting within a reasonable time.
- 9.8 Voting at a General Meeting will be by a show of hands, unless the Chairperson calls for a ballot. In the case of an equality of votes cast the Chairperson will have a casting vote in addition to his or her deliberative vote.
- 9.9 A Representative may nominate another Representative to vote on his or her behalf at General Meetings.

## **10. Finances and records**

- 10.1 The Core Group must:
- (a) keep proper records of all proceedings and meetings of the Core Group and of every General Meeting;
  - (b) keep all other documents, records, reports and communications connected with AAI;
  - (c) keep proper books of account and financial records of AAI;
  - (d) have control of all funds of AAI and operate all bank accounts in the

manner from time to time determined by the Core Group; and

- (e) have control of the Common Seal, which may only be affixed to a document by a resolution of the Core Group.

10.2 As soon as practicable following the end of each Financial Year the Core Group will cause to be prepared a statement containing particulars of:

- (a) the income and expenditure for that Financial Year; and
- (b) the assets and liabilities of AAI as at the end of that Financial Year.

10.3 The Core Group will cause the statements referred to in clause 10.2 to be examined by a suitably qualified auditor, who is not associated with a Member. The auditor may request the production of any books, papers, accounts, and documents relating to the affairs of AAI and will present a report to the Core Group prior to the AGM following the relevant Financial Year.

## **11. No pecuniary profits by Members or Representatives**

11.1 No private pecuniary profit may be made from AAI by any Member or Representative, except that:

- (a) a Member or Representative may receive full reimbursement for all costs, charges and expenses properly incurred by the Member or Representative in connection with the affairs of AAI, as approved by the Core Group from time to time;
- (b) AAI may pay reasonable and proper remuneration to any person or entity in return for services provided to AAI, as approved by the Core Group from time to time;
- (c) a Member or Representative may be paid all usual professional, business or trade charges for services provided, time spent and acts done in connection with the affairs of AAI by a Member or Representative, as approved by the Core Group from time to time;

and

- (d) a Member or Representative may retain any remuneration properly payable to the Member or Representative by any entity with which AAI may be in any way concerned or involved and for which the Member or Representative has acted in any capacity whatever. This applies even if the Member's or Representative's connection with that entity is in some way attributable to the Member's or Representative's connection with AAI. However AAI may not lend money or lease property or assets at less than current commercial rates, having regard to the nature and terms of the loan and lease to any person (as defined in the Income Tax Act 1994):
  - (i) who is a member or a representative;
  - (ii) who is a shareholder or a director of any company by which any business of AAI is carried on; or
  - (iii) who is a settler or a trustee of a Trust that is a shareholder of any company by which any business of AAI is carried on; or
  - (iv) if that person or that company and the settler or trustee or shareholder or director referred to in any one of the foregoing paragraphs of this proviso are associated persons as that term is defined in the Income Tax Act 1994;
- (e) the Core Group Members in determining all reimbursements, remuneration and charges payable in terms of this clause will ensure that the restrictions imposed by the above clauses are strictly observed.

## **12. Amendments to Constitution**

- 12.1 Amendments to this Constitution may be adopted only at a General Meeting of AAI. Any proposed amendments must be set out in full in the notice calling a General Meeting. Such amendments will be approved only if supported by the votes of two-thirds of the Members present and voting at the meeting,

provided that no amendment may be made to this Constitution if it would affect clause 11 or clause 13.3.

**13. Dissolution**

- 13.1 AAI will be wound up in accordance with the Incorporated Societies Act 1908.
- 13.2 On a winding up the assets of AAI remaining after payment of all AAI liabilities will (subject to clause 13.3) be disposed for charitable purpose in such manner as passed by resolution at the General Meeting convened for the purpose of winding up AAI.
- 13.3 No individual, whether associated with a corporate Member or not, may participate in any surplus arising on a winding up.