

UNILINC Limited

(ACN 001 643 367)

**MEMORANDUM OF AGREEMENT WITH MEMBERS
(INCLUDES MEMORANDUM OF JOINDER)**

ARTICLES OF ASSOCIATION

MEMORANDUM OF ASSOCIATION

**UNILINC Limited
Level 9, 210 Clarence Street
Sydney NSW 2000
Tel: 61 2 9283 1488 Fax: 61 2 9267 9247
<http://www.unilinc.edu.au>
<http://www.web-ezy.com>**

**MEMORANDUM OF AGREEMENT OF
UNILINC LIMITED
(ACN 001 643 367)**

MEMORANDUM OF AGREEMENT made the tenth day of May one thousand nine hundred and ninety one,

BETWEEN UNILINC LIMITED (A.C.N. 000 643 367) a company duly incorporated according to the laws of the State of New South Wales and having its registered office at Level 9, 210 Clarence Street, Sydney in the said State (herein called "UNILINC") of the first part.

AND each of the corporations, institutions, associations, government departments or instrumentalities (herein after called "the members") listed in the First Schedule hereto or any institution or body with which any such member shall amalgamate or otherwise become integrated with at any time after the 5th of December, 1989, each member having its address as shown opposite its name in the said Schedule.

- A. WHEREAS each party to this Agreement is a member of UNILINC.
- B. UNILINC provides one or more services to members.
- C. The services include the establishment and maintenance of a library network.
- D. It has been agreed between the parties hereto that UNILINC will provide services to members subject to each member complying with the terms and conditions for the supply of each service and complying with the terms and conditions of this Agreement.
- E. Each member participates under this Agreement and as a member of UNILINC to enable UNILINC to provide the services for the mutual benefit of all the members and of UNILINC and it is acknowledged by all parties hereto that any action or decision by any individual member may affect the well-being or interest of any other individual member or UNILINC as a whole.

NOW THIS AGREEMENT WITNESSES that the parties hereto have agreed as follows:-

1. ESTABLISHMENT OF A LIBRARY NETWORK

- (i) UNILINC shall establish, operate, maintain limiting the generality of this clause and sub-clause UNILINC will do the following:- and develop a library network for the benefit of the members through resource sharing.
- (ii) UNILINC shall establish, operate, maintain, develop, add to, alter, refine and/or amend a machine readable data base of library cataloguing records allowing, inter alia, for the generation of a master file in MARC format. This data base shall be referred to in this Agreement as the "Cataloguing Data Base". Without limiting the generality of this clause and subclause UNILINC will do the following:-
 - (a) Establish and maintain detailed standards for data input into the Cataloguing Data Base and may, from time to time, add to, alter, amend and refine such standards.

Each party hereto which is a provider or contributor of data to the Cataloguing Data Base shall comply with such standards. Unless UNILINC otherwise determines the standards shall include the matters set out in the Third Schedule hereto.

- (b) Ensure that the Cataloguing Data Base is constructed in a manner which will enable each member which provides or contributes to the Cataloguing Data Base to construct a range of output using the Member's own holdings data.
 - (c) Ensure that the records incorporated in the Cataloguing Data Base are so designed as to enable that data base to be associated with other similar networks or systems operating in Australia or elsewhere as far as is practicable.
 - (d) Take such other steps, from time to time, as UNILINC may decide are appropriate.
- (iii) UNILINC shall establish, operate, maintain, develop, add to, alter, refine and/or amend a data base recording all the persons who are registered with UNILINC by members as being persons who are authorised to borrow from UNILINC members' libraries. That data base shall be referred to hereinafter as the "Patron Data Base".

2. CONTRIBUTIONS TO THE CATALOGUING DATA BASE

- (i) Each member, in respect of each of its libraries or collections which contribute or provide data to the Cataloguing Data Base shall, upon becoming a party hereto, give to UNILINC without payment, any machine readable (MARC) library cataloguing information it may have acquired prior to becoming a party hereto and UNILINC may incorporate the same into the said data base.
- (ii) Each member, in respect of each of its libraries or collections which contribute or provide data to the Cataloguing Data Base, shall promptly give to UNILINC any library cataloguing information which it acquires or develops or which comes into its possession or at its disposal whilst a party hereto and UNILINC may incorporate same into the said data base.

3. MEMBERS ACCESS TO INFORMATION

Subject to the terms of this Agreement, each member which contributes or provides data to the Cataloguing Data Base shall be entitled without payment beyond that provided by this Agreement, to have access in such manner and at such times as UNILINC may prescribe, to all materials, records, data and information at any time held by UNILINC for the library network.

4. PROPERTY IN THE DATA BASES AND RECORDED MATERIAL

- (i) The whole of the Cataloguing Data Base and all the information recorded in it shall be the property of UNILINC.
- (ii) The Patron Data Base and the information recorded in it shall be the property of UNILINC. UNILINC shall not, either directly or via any servants, agents, employees,

directors or otherwise, disclose or publish the information contained in any such Patron Data Base or any part thereof without the permission of all of the members who contributed or provided information to such Patron Data Base.

5. FREEDOM FOR MEMBERS TO CONTINUE ACQUISITIONS

Nothing in this Agreement shall restrict the right of any member to acquire and control in any manner any books or other print or non-print material for its own library.

6. NO OBLIGATION TO LEND

Nothing in this Agreement shall be construed as requiring any member to lend or otherwise make available to UNILINC or to any other member or to any person whatsoever any book or other material from its library or otherwise in its possession or under its control.

7. MEMBERSHIP OF UNILINC

It is a pre-condition for a member to continue to be a party to this Agreement that the member shall be a member of UNILINC, and shall comply with all proper requirements in relation to membership of UNILINC including all requirements set out in the Memorandum and Articles of Association of UNILINC and all requirements under Corporations Law, as well as complying with all properly made resolutions and directions of the Board of UNILINC and of any general meeting (including an extraordinary general meeting and /or an annual general meeting) of UNILINC.

8. CHARGES

- (i) UNILINC will endeavour to determine and to notify, by the fifteenth (15th) September of each calendar year, all members of the charges which it will make for services that UNILINC will render to the individual members during the calendar year next following such determination and notification. Where appropriate, charges will be classified as either "annual" charges or as "usage" charges in the price list to be provided each year by UNILINC to members. For the purposes of interpretation of this Agreement the classification of charges as either "annual" or "usage" contained in the price list provided each year by UNILINC to the members shall be conclusive.
- (ii) Each member shall, upon demand, pay to UNILINC such other costs and expenses as UNILINC may incur in providing to any member at its request any service for which there is at the time no applicable charge.

9. CONTRIBUTIONS TO THE GENERAL EXPENSES OF UNILINC

- (i) Upon execution of this Agreement, each member named in the First Schedule hereto shall pay to UNILINC the sum of One Thousand Dollars (\$1,000.00) in consideration of becoming entitled to access to the materials, records, data and information at any time held by UNILINC for the library network.

- (ii) An annual subscription fee shall be charged by UNILINC to all members for each calendar year or part thereof, following the expiration of the first year after which any member becomes a party hereto and a member of UNILINC. The annual subscription fee shall not, in any calendar year, exceed two thousand dollars (\$2,000.00) for each member unless a majority of members for the time being agree otherwise either in writing or at an extraordinary general meeting of the members of UNILINC convened and held in accordance with the Articles of Association of UNILINC or in accordance with Corporations Law.

10. PAYMENT OF EXPENSES SPECIFICALLY INCURRED

Each member shall upon demand pay UNILINC such costs and expenses as UNILINC shall incur on behalf of that member at the request of the member beyond those generally incurred for the benefit of all members pursuant to this Agreement

11. DEFAULT IN PAYMENT

If any member fails to pay any moneys due and payable by it to UNILINC in accordance with this Agreement within twenty-one (21) days of the due date, UNILINC may by notice in writing to that member suspend all services to that member under this Agreement and need not restore such services until twenty-eight (28) days after payment has been made. All parties hereto acknowledge that any losses or damage suffered by any party as a result of UNILINC exercising its rights hereunder shall be borne absolutely by the defaulting member and that member shall have no rights of action whatsoever against UNILINC in relation thereto.

12. VOLUNTARY RETIREMENTS FROM AGREEMENT

- (i) Subject to the terms of subclause (iii) hereof any member may withdraw or retire from UNILINC if all of the following requirements have been complied with:-
 - (a) The member desiring to withdraw/retire has given to UNILINC and all other members notice in writing of its intention to withdraw/retire and the date for the withdrawal/retirement of the member is not less than two (2) years from the date of the written notice. Any reference in clause 12 to a notice shall be a reference to a notice of withdrawal/retirement.
 - (b) At the time of giving the original notice the member is not in breach of this Agreement.
 - (c) The member continues to use UNILINC's services at a level at least equal to the member's previous twelve (12) months usage for the two (2) year period of notice and pays all charges, fees, levies and all other amounts whatsoever which have accrued or are payable as a result of the membership of that party during the two (2) year notice period.
- (ii) If the member does not continue to use UNILINC's services during the two (2) year notice period then the member pays the following amounts:-

- (a) All annual charges and the annual subscription fee for the full two (2) year notice period, and
- (b) All usage charges which the member is liable to pay for services actually used by the member after the date of the notice plus the difference, if any, between the total usage' charges the member was liable to pay for the twelve (12) months period calculated in accordance with subclause (d) below and the amount payable for any services actually used by the member.
- (c) The amounts payable under subclauses (a) and (b) above are paid within thirty (30) days of receipt by the member of an invoice or claim from UNILINC for the same. UNILINC shall be at liberty to demand payment of these same as soon as the member ceases to use each service.
- (d) The amount to be paid by a member pursuant to subclause (b) above shall be the greater of the following:-
 - (i) the charges payable for the twelve (12) months immediately prior to the date of the notice, or
 - (ii) the average of the yearly charges payable for each of the three years preceding the date of the notice.
- (iii) Any member may, subject to payment of all charges which have accrued at the time of any merger or amalgamation, at any time upon notice in writing to UNILINC and all other members (including immediate notice) withdraw from this Agreement if its operations become substantially merged in or amalgamated with the operations of any other member. Such a member will not be required to make any payment for any period after the date of such merger/amalgamation or the expiration of the notice which ever occurs last.
- (iv) Any member who gives notice in accordance with subclause (i) above shall be liable for all charges for deletion of data referring to items within that member's library collection. Such charges to apply upon notice being given.

13. WITHDRAWAL OR TERMINATION FOLLOWING DEFAULT BY UNILINC

- (i) Any member may at any time by notice in writing to UNILINC and all the other members (including immediate notice) withdraw from this Agreement if UNILINC commits any breach of this Agreement which breach continues for eight (8) weeks after notice in writing given to it by that member requiring it to remedy the same or if UNILINC enters into a scheme of agreement for creditors or any class thereof or is placed under official management or suffers the appointment of a receiver or manager or receiver and manager of any of its assets or the appointment of an inspector pursuant to Corporations Law, or the bringing of execution against any of its assets PROVIDED THAT at the time of giving such notice and at the termination thereof the member giving the notice is not in breach of this Agreement.
- (ii) This Agreement shall be deemed at an end if UNILINC goes into liquidation or is wound up or dissolved.

14. PROVISION OF COPY OF DATA ON WITHDRAWAL OR TERMINATION

Pursuant to Clauses 11, 12 and 13 or upon this Agreement being deemed to be at an end pursuant to Clause 12, the member withdrawing or, in the case of termination of this Agreement, each member shall be entitled to receive a copy of the data held by UNILINC at the time of such withdrawal or termination which is identified as referring to items within that member's library collection PROVIDED that it, on demand, pays to any liquidator of UNILINC the costs of making the copy as determined by UNILINC or the liquidator as the case may be.

15. CESSATION OF USE OF SERVICES

- (i) Subject to any agreement reached between a member and the Company, any member may cease using one or more UNILINC service provided the member:-
 - (a) Has given to UNILINC notice in writing of its intention to cease using particular service(s) and
 - (b) Pays any annual charges which the member would have incurred if the member had continued to use said service(s) for two (2) years and
 - (c) Pays all usage charges for twelve (12) months following the notice of cessation at a level not less than the twelve (12) months prior to cessation.
- (ii) In the event of notice not being given the Board shall determine the charges payable. In making that determination, however, the amount payable shall not be less than referred to in (i) (b) (c) above.
- (iii) Any member ceasing to use one or more services which require the storage of data which refers to items within that member's library collection, shall be liable for charges for the deletion of said data. Such charges to apply upon notice of cessation.

16. INTELLECTUAL PROPERTY

Each member shall indemnify and keep indemnified each other member and UNILINC against all claims, demands, suits, actions, proceedings, writs, orders, judgements, decrees, damages or costs arising from or incurred by reason of any infringement or alleged infringement by such other member or UNILINC as the case may be of any existing or any future patent, design, trade mark, copyright or other protected or proprietary rights in its or their receipt, use or reproduction of any of the input data supplied by the first named member to UNILINC pursuant to this Agreement.

17. CORRECTION OF ERRORS

UNILINC shall use due care in its provision of the services provided for in this Agreement and shall, at its own expense, correct any errors or omissions occurring in its provision of the services caused by any act or default of its servants or agents or by any malfunction or failure in its computer or other equipment it uses in the provision of the services herein described as soon as possible after UNILINC learns of any such error or omission.

18. JOINDER OF ADDITIONAL PARTIES

- (i) UNILINC may invite any corporation, institution, association, government department or instrumentality which is not at any time a party hereto to become a party and fix a sum payable by that prospective member to UNILINC in consideration of being allowed to join in this Agreement and, once the prospective member has paid the same to UNILINC and the prospective member has executed a Memorandum of Joinder in accordance with the document set out in the Fourth Schedule hereto, and upon UNILINC executing the same for itself and as attorney for each of the members hereof then such prospective member shall become a member in the terms of this Agreement. All the members hereto and all subsequent members hereto agree to appoint UNILINC as its attorney and authorises UNILINC to execute any Memorandum of Joinder as attorney for each of the said members irrevocably so long as such member is a party to this Agreement and such member constitutes and appoints UNILINC to have the power and authority- to do so on its behalf.
- (ii) UNILINC shall extend membership to any corporation, association, institution, government department or instrumentality which in the opinion of the Board of Directors of UNILINC would promote the purposes and interests of members and in relation to such corporations, institutions, associations, government departments and instrumentalities, the terms of the Fourth Schedule hereof shall be varied as necessary so as to properly describe the said corporation, institution, association, government department or instrumentality.

19. HEADINGS

The headings have been inserted in this Agreement for convenience only and shall in no way control or affect or be taken into account in the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular number shall include the plural number and vice versa, words importing any gender shall include all other genders, and persons shall include corporations and vice versa.

20. NOTICES

Any notice or other such communication to be given by any party hereto to any other party shall be deemed duly if it is signed by a Director (in the case of UNILINC), the Chairperson, the Executive Officer or such other apparent proper officer of the corporation, institution, association, government department or instrumentality, or the Company Secretary of UNILINC, as the case may be. Any notice served in any manner referred to in Section 170 of the Conveyancing Act, 1919 (as amended) shall be deemed to have been duly served if served as that section provides PROVIDED THAT the expression "at the time when the registered letter would in the ordinary course be delivered" in Section 170 (1) (c) shall be deemed to mean "on the second working day after the date of posting, excluding gazetted public holidays, Saturdays and Sundays".

21. **INTERPRETATION**

In this Agreement, unless the context clearly indicates otherwise, the following words and expressions shall have the following meaning:-

"all members" means each and every member of UNILINC which is a party to this Agreement.

"Corporations Law" means the Corporation Act (Commonwealth) 1989 as amended or repealed and the Corporation Act (NSW) as amended or repealed.

FIRST SCHEDULE

MEMBERS	ADDRESS
1. Adult Migrant Education Service	PO Box 1222 DARLINGHURST NSW 2010
2. Australia Council	PO Box 74 CHIPPENDALE NSW 2008
3. Australia Catholic University	PO Box 968 NORTH SYDNEY NSW 2060
4. Australian National Gallery	PO Box 1150 BARTON ACT 2600
5. Avondale College	PO Box 19 COORANBONG NSW 2265
6. Bankstown City Council	PO Box 8 BANKSTOWN NSW 2200
7. Charles Sturt University	Panorama Avenue BATHURST NSW 2795
8. Macquarie University	SYDNEY NSW 2109
9. NSW Agriculture & Fisheries	PO Box K220, Rawson Place HAYMARKET NSW 2000
10. NSW Department of School Education	Level 2, 35 Bridge Street SYDNEY NSW 2000
11. NSW Dept. of Technical & Further Education	PO Box K683 SYDNEY NSW 2000
12. University of Sydney	SYDNEY NSW 2000
13. University of New England	ARMIDALE NSW 2350
14. University of New South Wales	KENSINGTON NSW 2033
15. Sydney Church of England Grammar School	PO Box 1221 NORTH SYDNEY NSW 2060
16. University of Technology, Sydney	PO Box 123 BROADWAY NSW 2007
17. University of Western Sydney	PO Box 1000 SAINT MARYS NSW 2760
18. University of Wollongong	PO Box 1144 WOLLONGONG NSW 2500

SECOND SCHEDULE

STANDARDS

1. The Anglo-American Cataloguing Rules. North American Text (Latest Edition).
2. The USMARC Specification will be used as the authority for the bibliographic content and tagging structure of the standards listed above. Additions to the tagging structure may be made in order to satisfy user requirements.
3. The Library of Congress Subject Headings. (Latest Edition and Supplements).

THIRD SCHEDULE

AMENDMENT AND DELETION OF RECORDS

It is recognised that each library will have the ability to add to, and to change the data base. Certain rules need to be laid down regarding these procedures.

1. No library may delete a complete record if it has holdings attached.
2. No library may alter another library's holdings and copy information.
3. Libraries may add holding and copy information to records.
4. Libraries may without referral to UNILINC add or amend fields or subfields in the descriptive part of a record in accordance with standards set out in the Second Schedule.

FOURTH SCHEDULE

MEMORANDUM OF JOINDER

UNILINC Limited (herein called "UNILINC") acting for itself and as attorney for each and every other party as at the date hereof to an Agreement made the 14 day of March 2000 between UNILINC and various corporations, institutions, associations, government departments, and instrumentalities, relating to a library network established by UNILINC Limited AND _____ (ACN) _____ DO HEREBY ACKNOWLEDGE that, pursuant to the said Agreement, the said _____ is, as at and from the date of this Memorandum a party to the said Agreement, bound by the terms of and entitled to all the benefits of the said Agreement with each other party bound by that Agreement AND UNILINC hereby, in accordance with the Conveyancing Act, 1919 (as amended) and says that at the time it executes this memorandum, it has no notice of the revocation of the Power of Attorney granted to it under or pursuant to the said Agreement whereunder it executes this Memorandum as attorney for all the parties to that Agreement other than itself.

DATED this _____ day of _____

IN WITNESS WHEREOF the parties hereto have hereunto set their common seals the day and year first hereinbefore written.

The COMMON SEAL of UNILINC LIMITED was hereunto affixed in the presence of:

Director

Company Secretary:

The COMMON SEAL of was hereunto affixed in the presence of:

Director:

Company Secretary:.....

OR

SIGNED SEALED AND DELIVERED by

(Authorised Officer) on behalf of in the presence of:

Witness:

And so on for each of the parties to this Agreement.

ARTICLES OF ASSOCIATION OF UNILINC LIMITED

(ACN 001 643 367)

1. In the construction of these presents the following words and expressions shall have the following meanings respectively, unless there be something in the subject matter or context repugnant thereto:-

"the Corporations Law" means the Corporation Act (Commonwealth) 1989 as amended or repealed and the Corporation Act (NSW) as amended or repealed.

"Auditor" means the auditor or auditors for the time being of the Company.

"Month" means calendar month.

"the Office" means the registered office of the Company.

"the Directors" or "the Board" means the persons appointed directors in accordance with these Articles and thereafter means the Board of the Company as a body or quorum of the members at a Board meeting.

"Seal" means the Common Seal of the Company.

"Notice" includes all written communications to members.

"Company Secretary" means the person responsible for the compliance with and execution of statutory obligations on behalf of the Company, except where such obligations are specifically imposed on other persons.

"Executive Director" means the chief executive officer of the Company responsible for the general administration of the Company.

"The New South Wales Vice-Chancellors' Conference" which consists of the Vice-Chancellors of the universities in NSW and the ACT and is a group formed for the discussion of matters of common interest.

"UNISON" is a standing committee of advice to the New South Wales Vice-Chancellors' Conference.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, reprographic reproduction and other modes of representing or reproducing words in a visible, audible, magnetic or tactile form. Words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Interpretation Act, 1897 of the State and of the Corporations Law as in force at the date at which these regulations become binding on the Company.

COMMENCEMENT OF BUSINESS

2. The business of the Company may be commenced as soon as convenient after the incorporation thereof. The Company is established for the purposes set out in the Memorandum of Association of the Company.
3. For the purpose of registration, the number of members of the Company is declared to be twenty-five (25) but the Directors may from time to time register an increase of members.
4. The members of the Company, subject to the provisions of these presents, shall consist of the subscribers to the Memorandum of Association and such other corporations, institutions, associations, government departments or instrumentalities as may from time to time be nominated and accepted as members of the Company by the Board and who agree in writing to become members.
5. Any member may withdraw from the Company by giving notice of at least two (2) years in writing duly signed or executed to the Company Secretary.
6. The membership of any member shall terminate upon the member ceasing to be entitled to participate in a library network conducted by the Company.

GENERAL MEETINGS

7. The first general meeting shall be held at such time not being less than one (1) month nor more than ten (10) months after the incorporation of the Company, and at such place as the Directors may determine.
8. Subject to Section 245 of the Corporations Law, a general meeting shall be held once in every calendar year at such time (not being more than fifteen (15) months after the holding of the last preceding general meeting) and place as may be prescribed by the Company in general meeting or in default, at such time in the third month following that in which the anniversary of the Company's incorporation occurs, and at such place as the Directors shall appoint.
9. The general meetings referred to in Articles 7 and 8 shall be called annual general meetings: all other general meetings shall be called extraordinary general meetings.
10. The Directors may whenever they may think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisitions, or in default may be convened by such requisitionists, as provided by Section 246 of the Corporations Law. If at any time, there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any two (2) members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible to that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

11. Subject to the provisions of the Corporations Law relating to special resolutions and agreements for shorter notice, fourteen (14) days' notice at the least (exclusive of the date on which the notice is served or deemed to be served, but inclusive of the date for which notice is given) specifying

the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.

12. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an extraordinary general meeting, and all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Directors and Auditor, prescribed by the Corporations Law, the election of Directors and other officers in the place of those retiring, and the fixing of the remuneration of the Auditor.
14. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, five (5) members present personally or by proxy, attorney or representative shall be a quorum.
15. If within fifteen (15) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened by the requisition of members, shall be dissolved; and in any case, it shall stand adjourned to the same day in the next week at the same time and place and if, at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, the members present as aforesaid not being less than three (3), shall be a quorum (hereinafter called "the special quorum") and, if at such adjourned meeting, the special quorum is not present within fifteen (15) minutes from the time appointed for the meeting, then that adjourned meeting shall stand adjourned to the same day in the following week at the same time and place and if, at the further adjourned meeting a special quorum is not present within fifteen (15) minutes from the time appointed for the meeting, the members present as aforesaid, not being less than two (2), shall be a quorum.
16. The Chairperson, or in his/her absence, the Deputy Chairperson of the Board of Directors, shall preside as Chairperson at every general meeting of the Company and if at any meeting no one of such officers be present within fifteen (15) minutes after the time appointed for holding the same, the members present shall choose someone of their number to be Chairperson of the meeting.
17. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.
18. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two (2) members present in person or by proxy, attorney or representative entitled to vote and unless a poll is so demanded, a declaration by the Chairperson that a resolution has on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an

25. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company, or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
26. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or its liquidation, dissolution, reconstruction or amalgamation or that the principal has entered into a scheme or arrangement for creditors or any class thereof or that it has been placed under official management or has suffered the appointment of a receiver or manager or receiver and manager of any of its assets or the appointment of an inspector pursuant to the Corporations Law as amended or any Act repealing or replacing the same or the bringing of execution against any of its assets and notwithstanding any other revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of any of such circumstances or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

DIRECTORS OF THE COMPANY

27. The business of the Company shall be managed by the Directors who may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company as are not by the Corporations Law, or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to any regulation of these Articles, to the provisions of the Corporations Law, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting; but a regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
28. (1) The Board shall consist of not less than nine (9) nor more than twenty (20) Directors but not less than a simple majority of the Directors at any one time, must be officers of institutions with a responsibility for the delivery of tertiary education. At any one time at least three (3) of the Board of Directors shall be at the time of their election officers who are on the professional staff of member libraries which contribute or provide data to the Cataloguing Data Base. The Board of Directors shall include at least two (2) persons who are outside experts ie. have some particular expertise or experience which the Board of Directors and/or the Company consider relevant to the Company's operations and continued well being. A member of the New South Wales Vice-Chancellor's Conference, and a member of UNISON, as well as the Executive Director of the Company shall be ex officio members of the Board and shall each have all voting powers of a member of the Board.
- (2) The first Directors shall be John Henry Edmond Flak, Carmel Jane Maguire, Dorothy Graeme Peake, Ian Stephens, Kenneth Thomas Gee, Allan Gordon Day, Dagmar Barbara Schmidmaier.

- (3) The first Directors shall hold office until the first annual general meeting following incorporation of the Company. At that meeting, all Directors shall retire and at every annual general meeting thereafter one-third or the nearest whole number of the Directors then in office shall retire from office but shall be eligible for re-election. The Directors to retire in every year as aforesaid other than those retiring at the first annual general meeting shall be those who have been longest in office since their last election but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
 - (4) The Company at the first annual general meeting following incorporation shall elect nine (9) Directors and at any other annual general meeting at which the Directors retire in manner aforesaid shall fill vacated offices by electing eligible persons thereto so as to constitute the Board in accordance with paragraph (1) of this article.
 - (5) Directors elected at an annual general meeting and who are not employees of a member institution shall be eligible to receive a fee of four hundred dollars (\$400) for each Board meeting attended after the 1 January 1994.
 - (6) The fee payable under Article 28 (5) shall be reviewed at each subsequent annual general meeting. In the event of the Chairman of the Board not being an employee of a member institution, the fee payable to the Chairman shall be double the fee payable to an ordinary Director. It shall remain a prerogative of any Director to decline the fee proffered.
 - (7) From 1 January 1994 the Company shall reimburse the value of the least costly method of travel or fare up to the value of economy class airfare for those Directors elected at an annual general meeting and who reside at a distance of more than 150 kilometres from the registered office of the Company. Reimbursement will apply when attending a scheduled Board meeting and when that meeting is the sole or main purpose of travel.
29. Any casual vacancy in the office of Director shall be filled by election of the Board and the person so elected shall hold office for the residue of his/her predecessor's term of office. The predecessor's term of office shall be deemed to come to an end at the next annual general meeting which is held immediately after the casual vacancy is so filled.
30. All members of the Board shall be entitled to vote at the meetings of the Board.
31. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed as the necessary quorum of Directors or fails to comply with Article 28 (1) hereof as aforesaid, the continuing Directors may act for the purpose of increasing the number of Directors to that number or appointing appropriately qualified persons, or of summoning a general meeting of the Company, but for no other purpose.
32. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them disqualified or that the Board had not been properly constituted, be as valid as if every such person had been duly appointed and was qualified to be a Director or the Board had been properly constituted.
33. At its first meeting, the Board shall elect from among its members a Chairperson and Deputy-Chairperson for the ensuing year who shall hold office for one year or until a successor be elected.

34. Any casual vacancy occurring in the office of Chairperson or Deputy Chairperson shall be filled by election of the Board and the person so elected shall hold office for the residue of his/her predecessor's term of office.
35. A member of the Board shall be deemed to have vacated his/her office if he/she:
- (a) dies;
 - (b) resigns his/her office by writing under his/her hand addressed to the Board;
 - (c) becomes bankrupt, compounds with his/her creditors or makes any assignment of his/her salary or estate for their benefit;
 - (d) becomes a patient or protected person or an incapable person within the meaning of the Mental Health Act, 1958 or such other Acts as amend or replace that Act;
 - (e) absents himself/herself from four consecutive meetings of the Board without leave of the Board;
 - (f) becomes prohibited from being a Director of a company by reasons of any order made under the Corporations Law;
 - (g) is directly or indirectly interested within the meaning of Section 231 of the Corporations Law in any contract with the Company or participates in any profits of any contract with the company provided that a Director shall not be deemed to have vacated his/her office if he/she shall have declared the nature of his/her interest in the manner required by Section 231 of the Corporations Law.

A Director shall not vote in respect of any contract in which he/she is interested or any matter arising thereout and if he/she does so vote his/her vote shall not be counted.

36. No act or resolution of the Board shall be invalidated by reason of the existence of any vacancy or vacancies among members of the Board.
37. Board meetings may be held at such time and place as the members thereof may from time to time determine.

PROCEEDINGS OF THE DIRECTORS

38. The members of the Board may meet together for the dispatch of business, adjourn or otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business.
39. The Chairperson, or in his/her absence, the Deputy Chairperson shall take the chair at all meetings of the Board and if at any meeting no one of such officers be present within fifteen (15) minutes after the time appointed for holding the same the members present shall choose some one of their number to be Chairperson of the meeting.

40. Questions arising at any meeting duly convened, at which a quorum is present, shall be decided by a majority of the votes of the members present and in case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.
41. Upon the writing of any three (3) members of the Board, the Chairperson, or Deputy Chairperson, or in their absence, the Company Secretary shall convene a special meeting of the Board to be held within seven (7) days after the receipt of the requisition. The written requisition shall set forth the objects for which the meeting is required.
42. A meeting of the Board for the time being at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions by or under the rules of the Company for the time being vested in or exercisable by the Board generally.
43. The Board may delegate any of its powers to committees consisting of such person or persons as they think fit and may from time to time revoke such delegation. Any committee so formed shall, in exercise of the powers so delegated, conform to any rules that may from time to time be imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two (2) or more persons shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any rule made by the Board under these Articles.
44. A resolution in writing signed by all members of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted.
45. The Board shall cause Minutes to be duly entered in books provided for the purpose of all resolutions and proceedings of the Company and of meetings of the Board and of committees of members and of all appointments of officers made by the Directors and such Minutes shall be signed by the Chairperson of the meeting or of the next ensuing meeting and upon the same being signed shall be receivable as prima facie evidence of the matters stated in such Minutes.

SEAL

46. The Board shall procure a Common Seal for the Company and shall provide for the safe custody of the Seal and the Seal shall not be used except by the authority of the Board or as hereinafter provided and every instrument to which the Seal is affixed shall be signed by at least two (2) Directors and shall be countersigned by one (1) other member of the Board or the Company Secretary or some other person appointed by the Board.
47. Where as a matter of urgency a document is required to be under the Seal, the Chairperson or Deputy-Chairperson may direct the Company Secretary to affix the Seal of the Company to that document. and at the first opportunity the Company Secretary shall report to the Board the action so taken.

AUTHENTICATION OF DEEDS AND DOCUMENTS

48. The following provisions shall have effect:-

- (a) All deeds executed on behalf of the Company may so far as the same are within the powers and authorities of the Board be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit.
- (b) All bills of exchange, promissory notes or other negotiable instruments shall be accepted, made, drawn or endorsed for and on behalf of the Company and all cheques or orders for payment shall be signed on behalf of the Company by such persons as may be appointed by the Board.
- (c) Cheques or other negotiable instruments paid to the Company's bankers for collection and requiring the endorsement of the Company may be endorsed on its behalf in such manner as the Board may from time to time direct.

All moneys belonging to the Company shall be paid to" such bankers or others as the Board shall from time to time in writing or by resolution of the Board appoint and all receipts for money paid to the Company shall be signed by such officers as the Board may appoint for that purpose and such receipt shall be an effectual discharge for the money therein stated to be received.

- (d) All guarantees given at any time by the Company shall be executed under the Common Seal of the Company.

49. Any instrument bearing the Seal and issued for valuable consideration, shall be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same.

RESEARCH

50. The Board may appoint an officer or officers who shall be entrusted with the general direction and supervision of the research work undertaken directly or indirectly by the Company.

51. The Board shall determine the circumstances and conditions under which information regarding research work may be made available either generally or in any particular case.

52. Every member of the Board, officer and other persons employed in the business of the Company shall, before entering upon his/her duties, sign an undertaking not to disclose, except at the direction or with the approval of the Board, any information respecting the progress and results of all researchers of which he/she shall obtain knowledge in exercise of his/her duties or while occupying such office or in the course of such employment as aforesaid and not to use or otherwise take advantage in his/her private capacity of special knowledge so obtained or put into operation any invention or process of which he/she shall obtain knowledge as aforesaid.

53. Every employee of the Company engaged on research or other scientific work, shall contract in writing that he/she will in consideration of his/her employment hold exclusively for the benefit of and at the cost of the Company assign to the Company all rights and ownership in any discoveries,

inventions, designs or other results arising in the course of such employment upon such research or other scientific work.

ACCOUNTS

54. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the assets, credits and liabilities of the Company, and of all sales and purchases of goods and services by the Company.
55. The books of account shall be kept at the Office or at such other place or places as the Board think fit.
56. A balance sheet and an income and expenditure account shall be made out and laid before the Company in general meeting at some date not later than eighteen (18) months after the incorporation of the Company and, subsequently, once at least in every calendar year, in the case of the first account after the incorporation of the Company, and in any other case, not earlier than the date of the meeting by more than six (6) months. The balance sheet shall be accompanied by a report to the members upon the general state of the Company's affairs and such other reports as may be required by the Corporation Act.
57. A printed, roneoed or typed copy of the accounts, balance sheet and report shall, twenty-one (21) clear days prior to such meeting, be served on every member of the Company entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.

AUDIT

58. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by a properly qualified Auditor.
59. The appointment and removal of the Auditor and his/her remuneration, rights and duties shall be regulated in accordance with the Corporation Act. Notice of nomination of any person other than a retiring Auditor for appointment as Auditor shall be given to the Company at least twenty-one (21) days before the general meeting at which the appointment of Auditor is to be made.
60. The remuneration of the Auditor shall be fixed by the members of the Company at a general meeting.
61. (a) The Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the members of the Board and officers of the Company such information and explanation as may be necessary for the performance of the duties of Auditor.

(b) The Auditor shall make a report to the members on every balance sheet laid before the Company at a general meeting during his/her tenure of the office and the report shall state:-
 - (i) whether or not he/she has obtained all the information and explanations he/she required,

- (ii) whether in his/her opinion the balance sheet referred to in the report is properly drawn up so as to exhibit a true and fair view of the state of the Company's affairs according to the best of his/her information and explanations given to him/her and as shown by the books of the Company, and
 - (iii) whether, in his/her opinion, the register of members and other records which the Company is required to keep by law or by its Articles, have been properly kept.
62. The balance sheet shall be signed on behalf of the Board by two members of the Board of the Company and the Auditor's report shall be attached to the balance sheet or there shall be inserted at the foot of the balance sheet a reference to the report and the report shall be read before the Company in general meeting and shall be open to inspection by any member.
63. Every account of the Company when audited and approved by a general meeting, shall be conclusive except as regards any error discovered therein within six (6) months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES

64. A notice shall be served by the Company upon any member of the Company personally or by sending it through the post in a prepaid letter, envelope or wrapper to such person at his/her registered place of address.
65. Each such person whose registered place of address is not in the Commonwealth of Australia, may from time to time notify in writing to the Company an address in the Commonwealth of Australia which shall be deemed to be his/her registered place of address within the meaning of the last preceding Article.
66. Any notice sent by post shall be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office. A certificate in writing signed by the Company Secretary or other officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
67. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting.
68. Any notice or document sent by post to or left at the registered address of any person as aforesaid and notwithstanding such person be then deceased and whether or not the Company have notice of the decease, shall be deemed to have been duly served and such service for all purposes of these presents be deemed a sufficient service of such notice or document.
69. The signature to any notice to be given by the Company may be written or printed.
70. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

INDEMNITY

71. Every member of the Board, Company Secretary and other officer or servant of the Company and every person employed by the Company as Auditor, shall be indemnified by the Company against, and it shall be the duty of the members of the Board out of the funds of the Company to pay, all costs, losses and expenses including travelling expenses which any such member of the Board, officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him/her as such member of the Board, officer or servant or in any way in the discharge of his/her duties and all such persons shall also be indemnified out of the funds of the Company against all liability incurred by him/her as such member of the Board, Company Secretary or other officer or servant or Auditor in defending any proceedings whether civil or criminal in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application under Section 365 of the Corporation Act in which relief is granted by the Court.

PRIVILEGED COMMUNICATIONS

72. All communication, correspondence, reports, minutes and other papers and documents relating to any of the affairs or business of the Company, shall be privileged and confidential.

WINDING-UP

73. The provisions of Clause 7 of the Memorandum of Association relating to .the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these regulations. The members whose corporate seals or other execution on their behalf appear below, being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

ORIGINAL SUBSCRIBERS

New South Wales Institute of Technology,
Broadway, New South Wales, 2007

Nepean College of Advanced Education
O'Connell Street, Kingswood, New South Wales, 2750

Milperra College of Advanced Education
Bullecourt Avenue,
Milperra, New South Wales, 2214

Goulburn College of Advanced Education
McDermott Drive,
Goulburn, New South Wales, 2580

Kuring-gai College of Advance Education
Eton Road, Lindfield, New South Wales, 2070

MEMORANDUM OF ASSOCIATION OF UNILINC LIMITED

(ACN 001 643 367)

1. The name of the Company is UNILINC Limited.
2. The objects of the Company are to establish, operate, maintain or participate in or join with others in establishing, operating, maintaining or participating in a library network or networks (with such deletions, alterations, amendments, improvements, refinements or additions as may, from time to time, be or appear to be required or desirable in any such network) for the use and benefit of those Members that are established as non-profit institutions with a responsibility for the provision of education. A library network for the purposes of this Memorandum of Association shall consist of a group of corporations, institutions, associations, or government departments or instrumentalities which formally contract to co-operate in the sharing of resources for the provision of library and information.
3. For the purpose of achieving such objects or any of them or generally to promote the purposes and interests of members of the Company who are providers of tertiary education courses but not otherwise in curtailment or diminution of such objects, the Company shall have the following powers:
 - (1) To buy, sell, manufacture, repair, alter and exchange, let or hire, lend, import, export, trade and deal in all kinds of articles and things which may be required for the purposes of any of the said networks, systems and facilities or commonly supplied or dealt in by persons engaged in any of such networks, systems and facilities or which may seem capable of being properly dealt with in connection with any of the said networks, systems and facilities.
 - (2) To carry on any other activity which may seem to the Company capable of being conveniently carried on in relation to any of the objects set out in Clause 2 and all kinds of activities and transactions commonly carried on and undertaken in connection therewith or calculated directly or indirectly, to enhance the value or render profitable any of the property or rights of the Company.
 - (3) To construct, maintain, work, manage, carry on and control stores, workshops and other works which may be calculated, directly or indirectly to enhance the value or render profitable any of the property or rights of the Company.
 - (4) To contract or agree with other corporations, institutions, associations and government departments or instrumentalities for them to join with, participate in and use the library network or networks or such other services as are maintained by the Company on such terms and conditions as the Board of Directors of the Company may determine so long as such arrangements are for the benefit of members of the Company.
 - (5) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any activities of a type or nature which this Company is authorised to carry on and, as the consideration or part of the consideration for such acquisitions, to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with or enter into partnership or any arrangement for sharing profits or for co-operation or for mutual assistance with any

such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or for any property acquired, any shares, debentures or securities that may be agreed upon and to hold and retain or sell, mortgage or otherwise deal with any shares, debentures or securities so received.

- (6) To purchase, take on lease or on hire or in exchange or otherwise to acquire in any manner howsoever for such tenure and upon such conditions as may seem fit:-
 - (i) Any estates or interests in any land freehold, leasehold, or of any other tenure and any easements, licences, rights or privileges connected with or in relation to any real estate.
 - (ii) Any plant, machinery, vehicles, apparatus, implements, tools, appliances, raw material and merchandise of any kind, trade marks and personal property of any description whatsoever.
 - (iii) Any concession, rights, options, licences, privileges or advantages from any parties or authorities supreme, municipal, local or otherwise.
- (7) To pay for any real or personal property acquired or to be acquired by the Company either wholly or partially in cash or otherwise.
- (8) To grant and renew options in respect of and to sell or otherwise dispose of the whole or any part of the undertaking of the Company either together or in portions, for such consideration as may be agreed and, in particular, for shares, stocks, debentures or securities of or interest in any other company having objects altogether or in part similar to the objects of this Company.
- (9) To lend and advance moneys or give credit to such persons, firms and companies and on such terms as may be thought fit and, in particular, to customers and persons dealing with the Company and to give guarantee or become security for any such firms or companies.
- (10) To borrow or raise money in such manner as the Company shall think fit. and in particular, by the issue of debentures or debenture stock perpetual or redeemable, and to secure the repayment of any money borrowed or raised or owing by the Company by bond, bills of exchange, promissory notes, bills of sale, mortgages, charges or liens upon the whole or any part of the property or assets of the Company, present and future, including its unissued shares, unpaid calls and uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (11) To discount by sale and otherwise deal in, draw, make, accept, endorse, discount, execute and issue bills of exchange, bills of lading, promissory notes, dock and other warrants and other instruments so as to be negotiable or transferable by delivery or to order otherwise and to exchange or convert from time to time any such securities.
- (12) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be thought fit and which is authorised for the investment of funds belonging to or vested in any member of the Company being a provider of tertiary education courses.

- (13) To receive on deposit or at call, moneys to be employed in the business of the Company with or without interest.
- (14) To apply for or join in applying for, purchase or by other means acquire and protect, register, prolong and renew, whether in the Commonwealth of Australia or elsewhere any copyright, trade marks, patents, patent rights, brevets d'invention, licences, secret processes, formulae and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving and seeking to improve any patents, inventions, secret processes and formulae or rights which the company may acquire or propose to acquire.
- (15) To manufacture and produce and trade and deal in all machinery, plant, articles, appliances and things capable of being manufactured, produced or traded in by virtue of or in connection with any such letters patent, brevets d'inventions, concessions, licences, inventions, rights or privileges as aforesaid.
- (16) To foster, encourage and co-operate in research into any aspect of science, technology or knowledge related in any way to the establishment, maintenance and operation of libraries or library networks or similar facilities.
- (17) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company and to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures or securities of this Company or of any company promoted by this Company.
- (18) To effect insurances against risk or loss to the Company and to insure any servants of the Company against risk or accident in the course of their employment by the Company and to pay premiums on any such insurance.
- (19) To grant licences to use patents, copyrights, designs or secret processes of the Company.
- (20) To sell or otherwise dispose of the undertaking or any part thereof and all or any of the assets, rights and goodwill of the Company for cash or for stock, shares or security, to any other company or for any other consideration.
- (21) To obtain support for or oppose any act or acts or proposed act or acts of parliament or other enactment, rule, order, instrument, licence, privilege, exemption or authority, statutory or otherwise as may seem to the directors to be expedient to the interests of the Company.
- (22) To promote and assist clubs, institutes and associations.
- (23) To appoint attorneys, delegates and agents for and on behalf of the Company with or without power of sub-delegation, and to confer on such attorneys, delegates and agents such rights, powers and authorities as the Company may think fit, and to execute the necessary powers to the said attorneys, delegates and agents to act for and in the name of and on behalf of the Company and to revoke ail or any of such powers and appointments as shall be deemed expedient or advisable.

- (24) To join or become a member of any association, company or society formed or to be formed for the protection or advancement of the interests of corporations, institutions or persons engaged in any field of education.
 - (25) To grant pensions, allowances, gratuities or bonuses to employees (including directors) or ex-employees (including ex-directors) or other persons who have served or worked for or directed or assisted in the affairs of the Company or any company in which the Company is interested or is allied to or associated with the Company or the relations, dependants or connection of such persons.
 - (26) To establish and support or aid in the establishment and support of associations, funds, trusts and conveniences which in the opinion of the Board of Directors of the Company are calculated to benefit the Company or any of its members and to establish and make payments for or towards the provision of superannuation or other payments or allowances or for any other purpose for the benefit of the Company or any of its members.
 - (27) To distribute among the members of the Company in kind any property of the Company and, in particular, any shares, debentures or securities of other companies belonging to this Company or of which the Company may have the power of disposing.
 - (28) To open branches or agencies for carrying on the business of the Company in any part of the Commonwealth of Australia.
 - (29) To do all such other acts and things as may be deemed to be incidental to the attainment of all or any of the above objects.
4. The liability of the members is limited.
 5. The Company shall not distribute to its members by way of dividend or otherwise any of the assets or income of the Company.
 6. The Company proposes to be registered without having a capital divided into shares but every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that it is a member or within twelve (12) months afterwards, for payment of the debts and liability of the Company contracted before the time at which it ceases to be a member and of the costs, charges and expenses of winding up the same and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Twenty Dollars (\$20.00).
 7. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and whose Memorandum of Association or constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under and by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of the dissolution and in default thereof by application to the Supreme Court for Determination.

8. The registered office of the Company will be situated at Sydney in the State of New South Wales or at such other place in the said State as the Board of Directors of the Company may from time to time determine.
9. The full corporate name and addresses of the original subscribers, all being colleges of advanced education declared or constituted as such pursuant to the Colleges of Advanced Education Act, 1975, as amended, are set forth in the First Schedule and the said subscribers desired to be formed into a company pursuant to this Memorandum of Association and respectively agreed to the foregoing Memorandum of Association.
10. As a result of extensive changes to the environment in which the Company operated and changes to the membership of the Company the members set forth in the Second Schedule desire to continue the Company pursuant to this Memorandum of Association and respectfully agree to the foregoing Memorandum of Association.

FIRST SCHEDULE

ORIGINAL SUBSCRIBERS

Name and addresses of Subscribers	Subscribers' Corporate Seals or signatures on their behalf
New South Wales Institute of Technology Broadway, New South Wales 2007	
Nepean College of Advanced Education O'Connell Street Kingswood, New South Wales 2750	
Milperra College of Advanced Education Bullecourt Avenue Milperra, New South Wales 2214	
Goulburn College of Advanced Education McDermott Drive, Goulburn, New South Wales 2580	
Kuring-gai College of Advanced Education Eton Road Lindfield, New South Wales 2070	

SECOND SCHEDULE

SUBSCRIBERS AS AT THE TENTH DAY OF MAY 1991

NAME OF SUBSCRIBER	ADDRESS OF SUBSCRIBER
19. Adult Migrant Education Service	PO Box 1222 DARLINGHURST NSW 2010
20. Australia Council	PO Box 74 CHIPPENDALE NSW 2008
21. Australia Catholic University	PO Box 968 NORTH SYDNEY NSW 2060
22. Australian National Gallery	PO Box 1150 BARTON ACT 2600
23. Avondale College	PO Box 19 COORANBONG NSW 2265
24. Bankstown City Council	PO Box 8 BANKSTOWN NSW 2200
25. Charles Sturt University	Panorama Avenue BATHURST NSW 2795
26. Macquarie University	SYDNEY NSW 2109
27. NSW Agriculture & Fisheries	PO Box K220, Rawson Place HAYMARKET NSW 2000
28. NSW Department of School Education	Level 2, 35 Bridge Street SYDNEY NSW 2000
29. NSW Dept. of Technical & Further Education	PO Box K683 SYDNEY NSW 2000
30. University of Sydney	SYDNEY NSW 2000
31. University of New England	ARMIDALE NSW 2350
32. University of New South Wales	KENSINGTON NSW 2033
33. Sydney Church of England Grammar School	PO Box 1221 NORTH SYDNEY NSW 2060
34. University of Technology, Sydney	PO Box 123 BROADWAY NSW 2007
35. University of Western Sydney	PO Box 1000 SAINT MARYS NSW 2760
36. University of Wollongong	PO Box 1144 WOLLONGONG NSW 2500