

**THIS AGREEMENT is made the day of Two Thousand
Between THE INSTITUTE OF CHARTERED SECRETARIES AND
ADMINISTRATORS of 16 Park Crescent London W1N 4AH (hereinafter called “the
Institute) of the first part and THE COMMITTEE FOR AUSTRALIA (hereinafter
called “the Committee) of the second part**

WHEREAS

- (1) The Institute was founded in 1891 and was incorporated by Royal Charter on the 4th day of November 1902 and is a Body Corporate and Politic with perpetual succession and a Common Seal;
- (2) Supplemental Charters were granted to the Institute in the years 1936, 1947, 1950, 1953, 1964 and a new Charter was granted by Her Majesty Queen Elizabeth The Second on the 22nd June 1966 together with a Supplemental Charter dated the 10th September 1971 (all of which are hereinafter referred to as “the Charter”);
- (3) The Charter confers upon the Council of the Institute (hereinafter referred to as “the Council” the power from time to time to make byelaws for the management of the Institute provided that such byelaws shall not take effect unless approved by resolution passed by a majority of not less than two-thirds of the members present and voting at a General Meeting and allowed by the Lords of the Queen’s Most Honourable Privy Council and the Council has made byelaws allowed by the said Privy Council on 13th December 1999 (hereinafter referred to as “the Byelaws”);
- (4) Byelaw 36 enables the Council to appoint committees consisting of such members of the Institute as the Council may determine and which may include members who are not members of the Council; the Council may fix the quorum thereof and may delegate any of its powers to such committees and may make rules for regulating the proceedings of the committees and provides that the President and the Immediate Past President of the Institute shall be ex-officio members of all committees;
- (5) The Council has determined that the members of the Institute residing in Australia (hereinafter referred to as “the Division”) shall have a Committee for the purposes set out in the Byelaws and the Council of the Institute at a Meeting held on the sixteenth day of May Two thousand has agreed to enter into this Agreement;
- (6) The existing Agreement dated the 31st day of December 1986 made between the Institute and ICSA Australia Limited (now Chartered Secretaries Australia Limited) will terminate by mutual agreement and shall cease to have effect from the date this Agreement or the date the Service Agreement comes into effect, whichever is the later.

NOW THIS AGREEMENT witnesses as follows:

1. **IN** the Division there shall be constituted a Committee to be called “the Committee for Australia”;
2. **THE** area covered by the Division shall be Australia and its Territories, Papua New Guinea, the Solomon Islands;
3. **THE** members of the Committee shall be not less than nine and not more than twenty-one in number and shall be elected in accordance with the Byelaws by the members of the Institute residing in the Division who are at the time of the election entered in the Register of Members for that Division;
4. **MEMBERS** of the Committee shall be Fellows of the Institute and shall serve for a term of three years, one third of the members of the Committee shall retire each year but shall be eligible for re-election for one further period of three years; no person may serve more than two continuous three year terms without ceasing to be a member of the Committee for at least one year before being eligible to stand for election;
5. **THE** system for election of members of the Committee, the arrangements for the rotation of members, the appointment of a Chairman and other Honorary Officers and their titles and the arrangements for General Meetings of members of the Institute residing in the Division shall be the subject of the Byelaws and Rules to be made by the Committee after such Rules shall have been first approved by the Council;
6. **THE** affairs of the Committee shall be conducted in accordance with Rules made and from time to time amended added to or deleted from by the Committee which shall be subject to the condition prescribed in 5 above;
7. **THE** Committee shall uphold the Charter and Byelaws of the Institute and observe all rules, regulations, laws and directions from time to time made or issued by the Council;
8. **SUBJECT** to the exceptions specified in Clause 10 of this Agreement the Committee shall exercise the following responsibilities of the Council under Byelaw 37.2 in the Division:
 - (a) setting the Institute’s examination in its Division (subject to Byelaw 23.1);
 - (b) making rules about examinations and exemptions from them under Byelaw 22 (but subject to Byelaw 22.3 and 23.1);
 - (c) electing members and admitting Graduates (under Byelaws 4 to 10);
 - (d) all aspects of the Institute’s activities in its Division (including responsibility for assets , liabilities, income and expenditure and setting subscriptions and other payments);

- (e) the power to enter into a Service Agreement with Chartered Secretaries Australia Ltd (ABN 49 008 615 950) on behalf of the Institute subject to the prior approval by the Council of the said Service Agreement and the Constitution of the said Company, and any subsequent amendment to these documents, and to appoint as signatories to the Service Agreement any two members of the Committee;
 - (f) the power to delegate to Chartered Secretaries Australia Limited the performance of the functions listed in clause 8 (a) to (d) and subject to the Committee's requirements for the said Company to report to the Committee as the Committee requires and to monitoring by the Committee of the performance of the said Company under the Service Agreement.
9. **THE** exceptions referred to in Clause 8 above are:
- (a) the setting regulation and monitoring of professional standards;
 - (b) the exercise of the power to make revoke amend or add to any Byelaw conferred on the Council by Article 17 of the Charter;
 - (c) disciplinary investigations and decisions;
10. **THE COMMENCEMENT DATE** of this Agreement shall be 1 January, 2001 and it shall continue in force unless and until it is determined by:
- (a) notice in writing given at any time by the Council after a Resolution passed by Council to determine the Agreement, such Resolution not to be put without just cause;
 - (b) the bankruptcy or insolvency of the Committee or any body corporate or trust formed by it;
 - (c) a Resolution passed by the Committee or members of the Institute in the Division in General Meeting to surrender this Agreement;
11. **NOTWITHSTANDING** the determination of this Agreement any pre-existing liabilities or obligations owed by one party to the other shall be enforceable as if this Agreement was in force;
12. **IN** the event of determination of this Agreement under Clause 10 above the Committee shall be dissolved and the Institute may constitute a new Committee and enter into a new Agreement under Byelaw 37;
13. **NOTICES** which may be served under this Agreement may be sent by pre-paid letter or facsimile transmission or electronic mail or by personal service on the recipient and shall be deemed to have been received by the recipient on the day of despatch or service except in the case of pre-paid letters which shall be deemed to have been received within five days of the date of posting by the sender.

14. **THIS** Agreement and any disputes or questions which may arise as to its interpretation or operation shall be governed by the laws of England and any proceedings shall be conducted in the English courts;

IN WITNESS whereof the Institute has caused its Common Seal to be hereunto affixed and the Committee through its members duly authorised in that behalf has signed sealed and delivered this Agreement.

THE Common Seal of the Institute
was hereto affixed in the presence of:

Member of Council

Member of Council

Secretary

EXECUTED AS A DEED on behalf of
The Committee for Australia by the
following members duly authorised on
that behalf:

11 October 2000