



**TE OHU RATA O
AOTEAROA INCORPORATED
- MĀORI MEDICAL PRACTITIONERS
ASSOCIATION**

Constitution

Of

Te Ohu Rata O Aotearoa Incorporated



CONSTITUTION OF TE OHU RATA O AOTEAROA INCORPORATED - MĀORI MEDICAL PRACTITIONERS ASSOCIATION

1. NAME

The name of the Association is the TE OHU RATA O AOTEAROA INCORPORATED - MĀORI MEDICAL PRACTITIONERS ASSOCIATION (the Association).

2. PURPOSE OF THE ASSOCIATION

The purpose of the Association shall be to provide a charitable organisation for Māori medical practitioners, and to lead the advancement of the collective and individual health and development of Māori people, whānau and communities.

3. REGISTERED OFFICE

The registered office of the Association shall be such place as the Board shall from time to time determine. Due notice of every change of the place of the registered office shall be given to the Registrar of Incorporated Societies and the Charities Commission.

4. INTERPRETATION

4.1 In this Constitution, unless the context requires otherwise:

Board Policy means the set of policies, practices and procedures set down by the Board from time to time held at the Registered Office of the Association and Board Policies shall have the same meaning.

The Board shall mean the Board for the time being of the Association constituted under Clause 13 of this Constitution.

Constitution means these Rules of the Association set out in this document as amended from time to time in accordance with Clause 27.

The Financial Year of the Association shall be from the 1st day of July in one year to the 30th day of June in the next year, or as may be determined by the Board from time to time.

The Annual Report shall mean the annual report of the Board as required by Clause 18 of this Constitution.

Annual Meeting shall mean the annual general meeting of the Association held each year in accordance with Clause 8 of this Constitution.

Special Meeting shall mean any general meeting of the Association held in accordance with Clause 9 of this Constitution.

4.2 In the construction of this Constitution, unless the context requires otherwise:

4.2.1 a reference to "members" is a reference to members for the time being of the Association;



- 4.2.2 a reference to an enactment is a reference to that enactment as amended, or to any enactment that has been substituted for that enactment;
- 4.2.3 headings appear as a matter of convenience and shall not affect the construction of this Constitution; and
- 4.2.4 a reference to one gender shall include the other gender.

5. OBJECTS OF THE ASSOCIATION

The Association is established for the following exclusively Charitable Objects:

- 5.1 **First Object:** To represent Māori Medical Practitioners and Māori medical students.
- 5.2 **Second Object:** To lead the advancement of the collective and individual health and development of Māori people, whānau and communities.
- 5.3 **Third Object:** to give effect to the Treaty of Waitangi in its entirety and specifically by recognising and promoting health as a taonga whose protection is guaranteed in Article Two of the Treaty of Waitangi.
- 5.4 **Fourth Object:** All things incidental to the charitable objects described in clauses 5.1 to 5.3 inclusive.

6. POWERS OF ASSOCIATION

- 6.1 To further the aims and objectives, the Association may exercise and perform all or any of the powers of a natural person, including without limitation the following powers:
 - 6.1.1 to purchase, lease, hire or otherwise acquire any real or personal property;
 - 6.1.2 to sell, let, mortgage or otherwise dispose of or deal with any of the property or assets of the Association;
 - 6.1.3 to construct, maintain or alter any building or property;
 - 6.1.4 to borrow, raise, or invest on such terms as may be thought fit;
 - 6.1.5 to employ, retain or engage people;
 - 6.1.6 to enter into any reasonable arrangement with any government or other body; and
 - 6.1.7 to do such things that will further the aims and objectives of the Association.
- 6.2 Any income, benefit or advantage received by the Association shall be applied to the aims and objectives of the Association. Where any income, benefit or advantage is applied for any purpose or objective outside of New Zealand, then the Association shall ensure that separate accounts are maintained for that application and treated as such for tax purposes.
- 6.3 Subject to Clause 6.4 no Member of the Association or any person associated with a Member shall participate in or materially influence any decision made by the Association in respect of the payment to or on behalf of that Member or associated person of any income, benefit or advantage whatsoever.
- 6.4 Any payments referred to in Clause 6.3 above shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).



- 6.5 The provisions and effect of this Clause 6 shall not be amended and shall be included and implied in any subsequent constitution of the Association except with the approval of the Inland Revenue Department or the Charities Commission.

7. MEMBERSHIP OF ASSOCIATION

7.1 Application and Duration of membership

7.1.1 There are the following classes of membership in the Association:

- (i) Member is any Māori medical practitioner or Māori medical student
- (ii) Associate member is any indigenous medical practitioner or indigenous medical student both to be registered members of an indigenous medical association
- (iii) Life member is membership conferred on those practitioners that the Board decides have made an enduring contribution to the Association or its goals and objectives.

7.1.2 Every application for membership shall be accompanied by the prescribed subscription and shall be made in writing in the prescribed form and delivered to the Secretary. The subscription for membership will be determined by the Board from time to time for their class of members. Application for membership shall be considered by the Board and each applicant shall be notified whether or not its application has been accepted.

7.1.3 Each class of member shall pay a subscription as follows:

- (i) Member to pay an annual subscription or subscription valid for the natural life of the member
- (ii) Student member to pay a one-off subscription valid for the entire period of study for the undergraduate medical degree study course;
- (iii) Life member to pay one-off subscription (the amount will be determined by the Board) valid for the natural life of that member; and
- (iv) Associate member to pay an annual subscription;

Or such other amounts that the Board may from time to time determine.

7.2 Obligation of Membership

Each member shall undertake to act in accordance with this Constitution and Board Policies.

7.3 Register of Membership

The Association will keep a register of its members containing the names, addresses and occupation of those members and the date on which they became members.

7.4 Termination of Membership

7.4.1 Any member may resign his or her membership by notice in writing to the Secretary to be effective on the date of receipt by the Secretary of that notice. Unless expressly authorised by the Board, no annual subscription or portion of it paid by a member, shall be repayable upon a member resigning.



7.4.2 If any member fails to comply with this Constitution or Board Policy or acts in a manner that is harmful to the Association that member may be expelled from the Association by a majority vote of the Association at an Annual or Special Meeting called for that purpose. The member concerned must be given an opportunity to be heard at an Annual or Special Meeting of the Association considering such expulsion.

7.4.3 If, in the opinion of the Board, a member has:

- (i) Breached the aims or objectives of the Association or acts in a manner that is harmful to the Association; or
- (ii) Does not pay his or her annual subscription,

Then that member may have his or her membership terminated by resolution of the Board.

8. ANNUAL MEETING

8.1 An Annual Meeting of the Association shall be held in each calendar year and not more than fifteen months after the previous Annual Meeting or previous annual financial year balance date and at such meeting the following business shall be transacted:

- 8.1.1 Receive and consider the Annual Report together with the report of any duly constituted sub-committee of the Association;
- 8.1.2 The appointment of the Chairperson, Deputy Chairperson, Treasurer, Secretary and other Board members;
- 8.1.3 The consideration of any business, which has been notified by circulation of an agenda of the Annual Meeting, at least two weeks prior to the Annual Meeting;
- 8.1.4 Consideration of any matters of urgency that have not previously been notified.

9. SPECIAL MEETINGS

- 9.1 A Special Meeting of the Association may be held at any time which the Board by resolution may appoint. It shall also be competent for ten members to sign a written request to the Secretary to convene a Special Meeting.
- 9.2 The Secretary shall call a Special Meeting within six weeks of receiving a request from either members in accordance with Clause 9.1 or the Chair for a Special Meeting. The business to be dealt with at such meeting shall be limited to the matters stated in the request and/or notice of such meeting.

10. ADJOURNED MEETINGS

If within one hour from the time appointed for the Annual Meeting or Special Meeting at which resolutions are proposed, a quorum is not present, the meeting is to stand adjourned until one month following that adjournment. On that day the meeting will be held at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the members present will constitute a quorum.



11. NOTICE OF MEETINGS

- 11.1 Notices of all Annual and Special Meetings of the Association shall be given to all members in writing at least two weeks before the meeting.
- 11.2 Such notice will state the time, date, place and business of the meeting.
- 11.3 Notice of a Special Meeting will, in addition to the above, include the reasons for the calling of the meeting.
- 11.4 An irregularity in a notice is waived if the members attending or participating in the meeting resolve to agree to the waiver in accordance with Clause 12.3.

12. PROCEDURE AND VOTING AT MEETINGS

- 12.1 The quorum at Annual and Special Meetings of the Association shall consist of not less than twenty members present or by attendance via electronic means provided that such attendance complies with Board Policies of the Association.
- 12.2 Meetings will be convened by the convenor appointed at the meeting and if no convenor is appointed the Chair shall convene the meeting.
- 12.3 Decision-making at all meetings of the Association will be made by consensus, but failing consensus, decisions will be made by at least 60% majority of those present and able to vote. The method of voting at all meetings of the Association shall be by affirmation (voices), show of hands or on a poll of votes.

12.4 Voting Rights

- 12.4.1 At any meeting of the Association the following classes of member present are entitled to one vote:

- (i) Member (Maori medical practitioner or Maori medical student)
- (ii) Life member.

Associate members have speaking rights at meetings but no voting rights.

- 12.5 Any member of the Association may attend any meeting of the Association via electronic means provided that such attendance complies with Board policies and shall be deemed to be present at such meeting.
- 12.6 A declaration by the Chairperson of any meeting to the effect that any resolution submitted at such meeting has been carried or been carried by a particular majority, or lost, and an entry to that effect in the Minute Book of the Association shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

13. COMPOSITION OF BOARD

- 13.1 The Board shall consist of the following persons elected in accordance with Clause 14:
- (i) Chair;



- (ii) Deputy Chair;
- (iii) Treasurer;
- (iv) Student Representative;
- (v) If resolved by the members three others who should reflect the breadth of medical specialty, gender and geography of the Association's membership.

13.2 The Board shall also consist of the following Board members appointed by the Board:

- (i) The Chief Executive Officer (**CEO**) of the Association on an ex-officio basis who shall act as the Secretary of the Board in accordance with Clause 20.5; and
- (ii) The Board may from time to time co-opt members and non-members in accordance with Board policies. These co-opted members will not have Board voting rights.

13.3 Board members may receive payment or reimbursement for out-of-pocket expenses relating to their roles in the Association.

14. ELECTION OF BOARD

- 14.1 The election procedure shall comply with Board policy.
- 14.2 No person shall be elected to the Board unless that person is present at the Annual Meeting or Special Meeting at which he or she is to be elected, or has previously signified in writing his or her willingness to accept nomination.
- 14.3 The Board shall have the power to fill any vacancy in its elected members
- 14.4 The tenure of office of all members of the Board shall run from the date of election or appointment as the case may be, and unless they resign or become incapacitated, shall terminate on the appointment of their successor or in the case of an appointed Board member appointed under Clause 13.2 upon revocation of their appointment.

15. PROCEDURE OF BOARD

15.1 Meetings

The Board shall meet at least four times a year, immediately prior to the Annual Meeting each year and at such other times as the Chairperson may require.

Voting

- 15.2 All members of the Board shall have one vote for matters to be decided at Board meetings excepting co-opted members in accordance with clause 13.2.
- 15.3 A quorum for meetings of the Board shall be four members.
- 15.4 The Board shall exercise its powers by majority vote. The Chairperson shall have a casting vote if the vote is tied.



16. POWERS OF BOARD

- 16.1 Subject to the directions of the Association in Annual or Special Meetings the management and control of the affairs of the Association shall be vested in the Board, which may exercise all powers and do all acts and things in the furtherance of the aims and objects of the Association which may be exercised or done by the Association and which are not expressly directed or required to be exercised or done by it in Annual and Special Meetings.
- 16.2 Subject to Clause 16.1 the Board may, where appropriate, delegate certain duties and powers to:
- (i) Sub-committees established in accordance with Clause 22; and
 - (ii) Employees including the CEO.

17. DISCLOSURE OF INTERESTS

- 17.1 A Board member will be interested in a transaction to which the Association is a party if the member:
- 17.1.1 is a party to, or will derive a material financial benefit from that transaction;
 - 17.1.2 has a material financial interest in another party to the transaction;
 - 17.1.3 is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Association;
 - 17.1.4 is the parent, child, spouse or sibling of another party to, or person who will or may derive a material financial benefit from the transaction; or
 - 17.1.5 is otherwise directly or indirectly interested in the transaction.
- 17.2 Board members must disclose interests including other board memberships, directorships, trusteeships, and company interests to the Board. The Board must keep an interests register which records in writing the particulars of any interests that Board members hold.
- 17.3 A Board member must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Association, cause to be entered in the interests register and disclose to his or her co-members at a meeting of the Association or Board:
- 17.3.1 if the monetary value of the member's interest is able to be quantified, the nature and monetary value of that interest; or
 - 17.3.2 if the monetary value of that member's interest cannot be quantified, the nature and extent of that interest.
- 17.4 A disclosure of interest by a member pursuant to Clause 17.3 shall be recorded in the minute book of the Association.
- 17.5 No member of the Board or any sub-committee shall vote on matters dealing with the allocation of the Association's funds, opportunities and/ or resources, and/or the entry by the Association into contracts and arrangements with third parties, where the member is interested as defined in Clause 17.1.

18. FINANCIAL ACCOUNTS OF THE ASSOCIATION

- 18.1 The Board must, after the end of each Financial Year, cause to be prepared an Annual Report on the affairs of the Association during the accounting period ending at the end of that Financial Year which includes financial statements, a balance sheet



and income and expenditure account and notes to those documents giving a true and fair view of the financial affairs of the Association for that Financial Year.

- 18.2 The Board may resolve that the financial statements of the Association for each Financial Year are audited by a chartered accountant in public practice within four calendar months after the end of that Income Year.
- 18.3 The Association must produce audited accounts if resolved by a resolution of the members of the Association.

19. CHAIRPERSON

The Chair shall preside at all meetings of the Association and Board when present and shall be an ex-officio member of all sub-committee and shall have executive chair responsibilities and shall see that all orders and resolutions of the Association and Board are carried into effect.

20. SECRETARY

- 20.1 The Secretary shall perform the duties set out in the specified list of duties agreed upon at the time of appointment.
- 20.2 The Secretary shall perform such other duties and exercise such other functions as may be reasonably required by the Board from time to time.
- 20.3 If the election of an Honorary Secretary be deemed necessary, his or her duties will be determined by the Board in co-operation with the Secretary.
- 20.4 The Secretary shall be appointed by and shall be directly responsible to the Board for the efficient functioning of the Association's administration in accordance with the directions of the Board as conveyed by the Chairperson.
- 20.5 Unless resolved otherwise by a decision of the members in accordance with Clause 12.3 the CEO shall fulfil the role of Secretary to the Board.

21. DUTIES OF TREASURER

The Treasurer shall have charge and custody of and be responsible for all funds and shall deposit such funds in the Association name in such banks, trust companies or other securities as may be selected by the Board and shall render a statement of the condition of the finances to the Board at all regular meetings and in general shall perform such other duties as the Board may from time to time establish.

22. SUB - COMMITTEES

- 22.1 The Association or the Board shall have the power to appoint the Convener and members of such other sub-committees as it shall from time to time deem advisable and each such sub-committee shall have such powers and duties as shall be fixed by said appointment. Each sub-committee shall consist of such number of persons as shall be appointed from time to time by the Board. The members of each such sub-committee shall serve at the pleasure of the Association or the Board and shall be reviewed annually at the first Board meeting following the Annual Meeting.



- 22.2 The Association or the Board may delegate and assign to such sub-committees such powers, duties and responsibilities as the Association or Board shall think fit.

23. FUNDS

23.1 Fees

- 23.1.1 The subscription fee for each class of member may be set at the Annual Meeting or by the Board from time to time.

23.2 Accounts

- 23.2.1 All funds will be lodged with a Bank, as determined by the Board, to the credit of the Association.
- 23.2.2 The assets of the Association shall be managed in accordance with the Boards financial Policies

24. INDEMNITY

The members of the Board shall be indemnified by the Association for all losses and expenses incurred by them in or about the discharge of their respective duties except those that result from their own respective wilful default.

25. LIMITATION ON LIABILITY

No member of the Board or other officer shall be liable for the acts or defaults of any other member of the Board, of other officer, or for any loss or expense happening to the Association, unless the same happened from his or her wilful default.

26. COMMON SEAL

The common seal of the Association shall be kept in safe custody by the Secretary of the Association and shall only be used with the authority of the Board and it's members.

27. ALTERATION TO CONSTITUTION

- 27.1 Any alteration, amendment or rescission of this Constitution shall be made only by a resolution passed by a majority of members present and voting in the manner provided in Clause 12 at the Annual Meeting of the Association or at a Special Meeting called for that purpose.
- 27.2 Notice of motion for alteration, amendment or rescission shall be given to the Secretary at least two weeks prior to the Annual or Special Meeting.
- 27.3 No alteration, amendment or rescission of this Constitution shall be made in any way that detracts from the aims and objectives of the Association as set out in Clause 5 or which alters the charitable objects of the Association or which may result in the Association losing its charitable status with the Inland Revenue Department or the Charities Commission.



- 27.4 The members shall review the Constitution at every third AGM with particular reference to the quorum, the definition of attendance and other matters at their discretion.

28. MATTERS NOT PROVIDED FOR

- 28.1 If any matter or subject shall at any time be found not to be provided for in this Constitution or in case any doubt shall arise as to the interpretation, effect or construction of any rule of the Association or of any condition or regulation of sale or of any purpose, subject or matter; every such matter or doubt shall be determined by the Board, whose decision shall be final.
- 28.2 Any resolution of the meeting of the Board may be passed by a resolution in writing:
- (i) signed by all of the Members in the case of a meeting of the Members; or
 - (ii) signed by 75% of all of the Board members then currently appointed in the case of a meeting of the Board;

and any such resolution in writing signed in accordance with this clause shall be as valid and effective as if the resolutions had been passed at a meeting of the Members in accordance with the provisions of Clause 12 (General Meetings) or at a meeting of the Board in accordance with the provisions of Clause 16 (The Board) as the case may be.

29. WINDING UP OF THE ASSOCIATION

- 29.1 To wind up the Association, two special meetings of the Association must be held in accordance with the following:
- (i) The first meeting will be called to pass (by simple majority) a resolution to wind up the Association.
 - (ii) A second meeting must be called (not earlier than 30 days after the first meeting) to confirm the resolution.
 - (iii) The Association may appoint a Liquidator to complete the winding up of the Association.
- 29.2 Upon winding up of the Association, all surplus assets after the payment of all costs, debts and liabilities, shall be vested in a charitable organisation in New Zealand whose objectives are consistent with the objectives of the Association and which has been approved at the two meetings held to put the Association into Liquidation.



Dr David Jansen
Chair, Te ORA
21 November, 2008

Dr Curtis Walker
Treasurer, Te ORA
21 November, 2008

Ripeka Evans
Secretary, Te ORA
21 November, 2008