



**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 Services.

4. INTERPRETATION

4.1 In this Constitution, unless the context requires otherwise:

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

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

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

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.

CEO means the person appointed as chief executive officer of the Association.

Chairperson means the person elected as chairperson under clause 14 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.

Deputy Chairperson means the person elected as deputy chairperson under clause 14 of this Constitution.

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.

Indigenous means, for the purposes of this Constitution, the original or native inhabitants of a country or a particular region or area.

Māori means the indigenous ethnic group of New Zealand.

Secretary means the secretary of the Board in accordance with clause 20 of this Constitution.

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

Student Representative means the person elected as student representative under clause 14 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;
- 4.2.4 a reference to one gender shall include the other gender.

5. AIMS AND OBJECTIVES 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 Services.

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) "Annual member" is any Māori medical practitioner who pays an annual subscription fee;
 - (ii) "Associate member" is any medical practitioner (Māori or not) who pays an annual subscription fee and that supports the Association's kaupapa i.e. the Association's purpose (clause 2) and its aims and objectives (clause 5);
 - (iii) "Student" is any Māori medical student who pays an annual subscription fee; and
 - (iv) "Honorary life member" is a special membership conferred by the Board to significant contributors to the Association's goals and objectives. These special members are waived from paying subscription fees for their natural life.
- 7.1.2 Every application for membership shall be accompanied by the prescribed annual subscription fee 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 The annual subscription fees shall be for the amounts that the Board may from time to time determine.

7.2 Obligation of Membership

Each member shall undertake to act in accordance with its 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 any Board Policies 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 objectivess of the Association or acts in a manner that is harmful to the Association; or
- (ii) Does not pay its annual subscription,

Then that member may have its 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 that fifteen months after the previous Annual Meeting 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 and other Board members in accordance with clause 14 of this Constitution;
- 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; and
- 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 Chairperson shall call a Special Meeting within four to six weeks of receiving a request for a Special Meeting from either members in accordance with clause 9.1 or by resolution of the Board. 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 of 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 Chairperson 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) Annual member ;
- (ii) Honorary life member; and
- (iii) Student
- (iv) 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 policies approved by the Association 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) three Māori medical practitioners out of which the Chairperson and Deputy Chairperson have to be elected from;
 - (ii) two Māori professionals that are not medical practitioners and that have governance, commercial and Māori entity background; and
 - (iii) one student representative.
- 13.2 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 Policies. In any such case, the Board's composition shall be filled in accordance to the following:
- (i) The membership shall elect the three Māori medical practitioners, out of which the Chairperson and Deputy Chairperson have to be elected from;
 - (ii) The three Māori medical practitioners will appoint the two indigenous professionals that are not medical practitioners; and
 - (iii) The student representative will be elected by the membership.
- 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 respectively terminate after:
- (i) two years for the Chairperson and Deputy Chairperson;
 - (ii) three years for the remaining Māori medical practitioner;
 - (iii) three years for the two indigenous professionals that are not medical practitioners; and
 - (iv) one year for the student representative.

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 21; 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 may produce audited accounts if resolved by a resolution of the members of the Association.
- 18.4 The Board must be aware of and cognizant of all relevant and applicable laws relevant to the operations of the Association, including the Charities Act 2005, Health and Safety in Employment Act 1992, and the Incorporated Societies Act 1908.

19. CHAIRPERSON

The Chairperson shall preside at all meetings of the Association and Board when present and shall be an ex-officio member of all sub-committees and shall have general and active management 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 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.
- 20.4 Unless resolved otherwise by a decision of the members the CEO shall fulfil the role of Secretary to the Board.

21. CO-OPTS AND SUB - COMMITTEES

- 21.1 The Board may from time to time co-opt members and non-members in accordance with Board Policies.
- 21.2 The Association or the Board shall have the power to appoint members to 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.
- 21.3 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.

22. FUNDS

22.1 Fees

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

22.2 Accounts

- 22.2.1 All funds will be lodged with a bank, as determined by the Board, to the credit of the Association.
- 22.2.2 The assets of the Association shall be managed in accordance with the Board's financial policies.

23. 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.

24. 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.

25. 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 its members.

26. ALTERATION TO CONSTITUTION

- 26.1 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.
- 26.2 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.
- 26.3 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 Services.

27. MATTERS NOT PROVIDED FOR

- 27.1 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.
- 27.2 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 (Procedure and Voting at Meetings) or at a meeting of the Board in accordance with the provisions of clause 15 (Procedure of Board) as the case may be.

28. WINDING UP OF THE ASSOCIATION

- 28.1 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.

- 28.2 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 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 Rawiri Jansen
Chairperson
Te Ohu Rata o Aotearoa, Māori Medical Practitioners Association

2.2.2015

Date



Dr Kiriana Bird
Deputy-Chairperson
Te Ohu Rata o Aotearoa, Māori Medical Practitioners Association

4/2/15

Date



Ms Terina Moke
Chief Executive
Te Ohu Rata o Aotearoa, Māori Medical Practitioners Association

11/2/15

Date