

## CONSTITUTION

The \*Directors and the \*Members of the \*Network agree to all of the provisions in this constitution.

Date		
Company	Name	Australian South East Asian Network - ASEAN Ltd
	ACN	
	Registered address	1/12 Garfield Rd East Riverstone NSW 2765
Directors	1. Full name	Sawathey Ek Director ID: 036 909 518 059 752
	Residential address	47 Belmore St East Oatlands NSW 2117
	2. Full name	Angelina Maria Mastrippolito Director ID: 036 419 822 792 844
	Residential address	18 Alfred St Lilyfield NSW 2040
	3. Full name	Bilal Mustafa Director ID: 036 751 514 094 220

	Residential address	59 Riverbrae Ave Riverstone NSW 2765
	4. Full name	Mithun Chakraborty Director ID: 036 277 045 224 249
	Residential address	18/68 MacArthur St Parramatta NSW 2150
	5. Full name	Andrea Nevill Director ID: 036 353 682 524 556
	Residential address	9/510 Morbray Rd West Lane Cove North NSW 2066
	6. Full name	Roque Molavin Director ID: 036 974 153 665 882
	Residential address	11/11-15 Raglan St Waterloo NSW 2017
	7. Full name	Thiruvengdam Arumugam Director ID: 036 426 984 855 049
	Residential address	126A Girraween Rd Girraween NSW 2145
	8. Full name	Tristan Manwaring Director ID: 036 238 913 181 927

Secretary	Residential address	2 Westbourne St Stanmore NSW 2048
	9.Full name	Jane Li Director ID: 036 552 358 387 965
Members	Residential address	17 Harmer St Potts Point NSW 2011
	1. Full name	Theary Sopha
	Residential address	13 Brickendon Court Wattle Grove NSW 2173
	2. Full name	Mony Sara Li
	Residential address	23 Kingsclare St Leumeah NSW 2560
	3. Full name	Dylan Ek
	Residential address	47 Belmore St East Oatlands NSW 2117
	4. Full name	Siv Reach
	Residential address	5/54 Curtin St Cabramatta NSW 2166

	5.Full name	Mang Che
	Residential address	5/54 Curtin St Cabramatta NSW 2166
Objects	Refer to Section B(1) of this Constitution	
Jurisdiction	State of New South Wales, Australia	

Words with an \* are defined either in the definitions section of this constitution or in the table above. In general, defined words only have an \* the first time they appear in this constitution. Even if a word does not have an \* it may still be defined in the definitions clause of this constitution or in the table above.

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## Section A: Preliminary

### 1. Name of the company

This is the constitution of the **AUSTRALIAN SOUTH EAST ASIAN NETWORK - ASEAN**, from hereon referred to as " **The Network**" or "**ASEAN** ".

### 2. Type of company

The **Network** is a not-for-profit company limited by guarantee.

The **Network** cannot engage in any activity, other than to offer to existing members of the company, employees of the company or a subsidiary of the company, that requires disclosure under Chapter 6D of the *Corporations Act* 2001 (Cth).

The **Network** has been set up in the State of New South Wales, Australia.

### 3. Limited Liability of members

- A. The **Network** is a not-for-profit public company limited by guarantee. The liability of the members in the **Network** is limited to the amount of the guarantee.
- B. At all times, the **Network** will have a minimum of 3 members.
- C. The guarantee

Each member must contribute a guaranteed amount of no more than \$10.00 to the property of the **Network**. If the **Network** is wound up while the member is a member, or within twelve (12) months after they cease being a member, this contribution is required to pay for the:

- i. debts and liabilities of the **Network** incurred before the member ceased being member, or
- ii. costs of winding up.

### 4. Reading this Constitution with the Corporations Act

The "Replaceable Rules" in the *Corporations Act* 2001 (Cth) do not apply to the **Network**. Instead, this Constitution applies to **Network**.

## Section B: Operative provisions

### Charitable purposes and powers of the Network

#### 1. Objectives

The Network's objective is to pursue the following charitable purpose(s):

- A. Provision of advocacy platform to promote \*Australian Values for the purpose of strengthening social cohesion and social integration through intercultural, interfaith dialogue, arts performing, amongst vulnerable communities from CALD and Indigenous Australian backgrounds.
- B. Building of advocacy platforms, or forums, opportunities, or engagements to promote Australian Values based on "RICAT" - Respect, Inclusion, Compassion/Courage, Accountability, Transparency for social cohesion.  
Conduct fundraising through community education, seminars, economic advocacy and
- C. economic/investment opportunities and events for the purpose of alleviating poverty of \*vulnerable communities by promoting equal access and inclusion.  
To be a benevolent organisation by conducting fundraising and help to promote public awareness of Australian Values, by ensuring volunteer advocates and organisations have
- D. opportunities wherever possible, taking part in free seminars, free education, summit forums that would help to relief the burden of the cost of participation under this

Constitution.

- E. Head of Objectives: to promote and build platforms advocating for and representing issues on:
  - I. Multiculturalism, Indigenous Australian issues, Human Rights and Democracy
  - II. Domestic Violence
  - III. Laws and Order
  - IV. Climate and environment
  - V. Seniors and youth
  - VI. Government policies
  - VII. Diversity and equality
  - VIII. Economic opportunities
  - IX. Housing
  - X. Award Recognition
  - Xi. Arts, Cultural identity
  - Xii. Interstate initiatives

- F. To be an umbrella organisation advocating and representing community organisations for members and non-members on issues referred to clause (1)(D) above, whose interests and values align with the **Network** before Government and Non-governmental organizations through roundtable meetings, summit, conferences, interfaith, intercultural dialogues and engagements.
- G. To encourage and recognise Members are entitled to join and promote personal rights and aspirations for political and economic opportunities, however the **Network** shall be neutral and independent of all political parties.
- H. The **Network** promotes Australia's democratic values to the extent its advocacy is consistent with this Constitution, including promoting community education forum on issues or policies supported by a government or government departments.

## 2. Powers of company/Network

- A. The **Network** has the same ability and capability of a natural person and is a **Network** limited by guarantee, subject to any limitations in the *\*Corporations Act*. The **Network** must not distribute any income and/or assets directly or indirectly to members, unless otherwise stated in the constitution. The powers of the **Network** may be exercised in any manner allowed by the *Corporations Act*. In particular, the **Network** has the following powers:
  - i. to enter into agreements to borrow or raise capital or to buy property
  - ii. to do all reasonably necessary to achieve and promote the objectives of the **Network**;
  - iii. to conduct activities incidental to or associated with the objectives of the **Network**;
  - iv. to establish and administer one or more gift funds for the purpose of collecting gifts for the **Network**;
  - v. to pay a member for products or services the said member has provided to the **Network**;
  - vi. to reimburse members, or Ambassadors, or Board Members for any expenses they have reasonably incurred as a result of them acting as a member of the **Network**;
  - vii. to pay a member remuneration for any services they may have provided to the **Network**; and

viii. to do anything else which is allowed by the laws of the relevant \*jurisdiction(s) or any other law, including the laws of a foreign nation, including entering into Memorandum of Understanding, Statements or Agreements to achieve the objectives of the **Network**.

- B. The **Network** has the power to design, create, innovate, initiate, collaborate or remove initiatives, or subcommittees or management for the purpose of serving the objectives of this Constitution.

### 3. Not-for-profit

- A. The assets and income of the company will be applied solely to further its objectives. In general, no assets or income of the **Network** are to be distributed directly or indirectly to the members of the company. The sole exception is for genuine compensation for services rendered or expenses incurred on behalf of the **Network**.

### 4. Amending the Constitution

- A. This Constitution may only be amended when the Board passes a resolution with a majority of 51% vote of the proposed issue(s) to be referred to members of the **Network** for a special resolution to be put before the AGM.
- B. The Board, or members shall not pass a special resolution that varies this Constitution if passing it causes the company to no longer be a not-for-profit **Network** or removal of any reference of " Australian Values" from this Constitution.  
The Board may amend, or add, or remove, part or parts of the Schedules at Directors' meeting without taking to the Annual General Meeting, subject to procedural steps under
- C. this Constitution.
- D. In the event that the Board amends or causes to amend any schedule for Membership fees, or remuneration, or any payment for service done by the CEO or a Director, such amendment must be disclosed at the next AGM.

## Section C: Members and \*Ambassadors

### 1. Members

The Members of the **Network** are:

- A. The \* Founder and the \*Honorary CEO of the **Network**.
- B. Initial Members are those Members and Ambassadors noted in the table attached to this Constitution.
- C. Upon registration, the title of current “Honorary CEO” shall be referred to as “CEO, Chief Executive Officer”.
- D. The initial Members referred to in Schedule 1.
- E. Any person that the Directors allow to be a Member or an Ambassador, under this Constitution; and
- F. Any person that the Directors allow to be a \*non-voting Member”, in accordance with this Constitution.
- G. \*Co-Supporter Organisations.

### 2. Condition of Membership

- A. By becoming a Member, a person or organisation agrees to follow this Constitution and any governing documents of the **Network**.
- B. The Member pays membership fee as per **Schedule 2** or fees or a waiver of fees as determined by the Board of Directors on.

### 3. Membership and register of Members/Ambassadors

- A. The **Network** shall establish and maintain a Register of Members/Ambassadors. The register of Members shall be kept by the Company Secretary or an Officer as determined by the Directors, and the Secretary or Officer shall follow the register requirements in section 169 of the *Corporations Act*.
- B. The **Network** may only give all current Members access to the register of Members, on the condition that the Board determines through procedural process that access shall be in the best interests of the **Network** and for unrelated matters of the **Network**.  
In addition to clause (3)(B) above, any person seeks to access information from the Register
- C. of Members must sign an undertaking and/or Joint Statement to use the information:

- i. in a manner relevant to interests or rights of Members and for the purpose of promoting Australian Values;

ii. in a manner that the use of the

data shall not contravene

Privacy Act 1988; and

iii. not for dispute resolution where the dispute is brought about by a member, unless the dispute involves at least 51% of the members against the **Network** or the Board of Directors.

#### 4. Who can be a Member

- A. A person, or a representative of an organisation who supports the purposes of the **Network** and signs a “\*Statement - Promoting Australian Values”, is eligible to apply to be a Member of the Network under “Section B - Objectives”, clause (1) above.
- B. A person, or a representative shall be admitted as a Member regardless of their beliefs, political, religious or social backgrounds, on the condition that the admission of membership is in accordance with this Constitution.
- C. Automatic right of membership shall be recognised for initial \* Co-supporter Organisations of the **Network** and the Board may determine to waive the membership or impose any membership as in Schedule 2.

#### 5. How a person can become a Member

- A. Any person, organisation or incorporated body who supports the objectives of the **Network** may apply to become a Member of the **Network** subject to other clauses of this Constitution satisfied.
- B. A person, or organisation or incorporated body may become a Member of the **Network** by writing to the secretary stating that they:
  - i. wish to become a Member;
  - ii. support the objectives of ASEAN; and
  - iii. agree to follow the **Network’s** Constitution, including paying the guarantee, if required;
  - iv. agree to comply with the **Network’s** Constitution, and signs “A Statement - Promoting Australian Values”.
- C. Members include those from the age of fifteen (15) years old. The parent or guardian may consent or sign the membership form for the minor person on their behalf.

- D. Where the minor Member is under eighteen (18) years old, the person may not vote and no right to appoint a proxy.
- E. The fee for minors may be waived or discounted as determined by the Board in accordance with the Schedule.
- F. The Board determines whether to waive membership fee for \*Co-supporter Organisations of the **Network**, or membership fee determined under Schedule 2.

## 6. The Board decides Membership

- A. Process of becoming a Member or an Ambassador:
  - i. the CEO may endorse or nominate a Member to be a Member, or an Ambassador at any time;
  - ii. the person becomes a Member, or an Ambassador upon signing a “Statement - Promoting Australian Values”, or a Membership Form;
  - iii. approved by the Board after formal recognition at a gathering or community event, organised by the **Network** or partner organisation of the **Network**;
  - iv. shall pay annual fee as disclosed in **Schedule 2**, or any other fees applicable as determined by the CEO or Board of Directors;
  - v. the person's or organisation's membership details officially recorded in the Membership Registry; and
  - vi. the person or organisation's representative is advised of the Membership.
- B. The process involves in determining Membership Applications:
  - i. The CEO or Board may consider an application for membership within a reasonable timeline after it is received. Within 4 weeks after the CEO or Board endorses the membership application, unless there is evidence for rejection of membership application, the decision shall be taken as approved.
  - ii. Where the CEO or Board is not available to determine a membership application, a decision by at least two Directions of the Board shall be made to approve or reject the application within 28 days of receipt.
  - iii. Once approved and membership fees are paid as directed by either the CEO or the Board, the Secretary will:
    - i. enter the new Member on the register of Members, and
    - ii. inform the applicant in writing the application was approved, and the date that their membership started (see clause 14).

- C. If the Board rejects an application; the secretary, CEO or Board may write to the applicant as soon as possible to advise of the outcome. No reasons required to be specified in the letter of "Membership Refusal".

## 7. Who are the Ambassadors

- A. Ambassador has a status recognised as “dignitary” as referred to in Schedule 3 the \*ASEAN motion passed in the New South Wales Legislative Council on 7 May 2025
- B. Ambassadors play a critical role in helping to promote social cohesion between the Network, organisations and Government Departments, by:
  - i. They represent the Network and at all times to promote Australian Values.
  - ii. They update and share with the Network of issues, information and opportunities to promote social cohesion.
  - iii. They represent their respective community, or ethnicity, or organisation and/or advocate on issues consistent with this Constitution.

## 8. Appointment of Ambassadors

- A. An Ambassador may only be appointed by the Board.
- B. A Member may be nominated or invited to consider taking up the position as an Ambassador at the discretion of the CEO, or Board of Directors subject to the Member taking the \*Ambassador Pledge, in Schedule 4, or as determined by the Board and comply with relevant clauses in this Constitution.
- C. An Ambassador can be appointed at any time by the Board and the initial term of appointment for two (2) years or as the Board determines, and can be extended or revoked at any time, subject to this Constitution.  
The renewal of each Ambassador after serving their term shall be subject to the Board
- D. approval.
- E. Membership fee is paid annually or waived as determined by Schedule 2 and by the Board.
- F. To be appointed as an Ambassador the person must be a member of the **Network** and is known to serve the objectives of the **Network** for at least six (6) months prior to being nominated or invited to consider as an Ambassador.
- G. The CEO may endorse or nominate a member to be an Ambassador at any time. The person becomes an Ambassador upon signing a Statement to promote Australian Values, and approved by the Board after formal recognition at a gathering or community event. They may require to undertake \*Ambassador Pledge.



- H. In exceptional circumstances the CEO has the power to nominate an Ambassador where the person has had no prior link to ASEAN for the Board to consider. Upon approval by the Board the person appointed as Ambassador adheres to the normal process of membership.
- I. A Member admitted as an Ambassador shall pay the annual fee in Schedule 2 or as the Board determines.
- J. There shall be four (4) categories of ASEAN Ambassadors:
  - i. \* Youth Ambassador
  - ii. \* Ambassador
  - iii. \* Senior Ambassador
  - iv. \* Fellow
- I. Ambassadors admitted under this clause (2) shall become Members upon confirmation by the Company Secretary or the Board of Directors on the Ambassador Register.

## 9. Roles of Ambassador

- A. In addition to clauses 7 and 8 above of this Section above, during the term of a person's appointment as an Ambassador, s/he may be chosen to be a representative or spokesperson for the **Network** at the discretion of CEO or the Board at a particular event or forum, subject to the Ambassador's consent. No recourse or complaint shall be raised as to whether an Ambassador is not chosen to represent at a particular event or gathering.
- B. In the course of representing the **Network**, the Ambassador must not and shall not assert his/her own views or values without direct authority from the CEO or Board.
- C. Senior Ambassadors or Fellows may be called to perform ceremonial roles, including but not limited to Acknowledgement of Country, or to lead Ambassador Pledge, at events organised by ASEAN, assist in matters as the **Network** deems fit, including being an independent arbitrator to help resolve disputes among members or the Board.
- D. An Ambassador shall be entitled to one vote, unless they also represent an Organisation who is also a Member at the General Meeting and/or AGM, in which case the number of votes each Ambassador has depends on the number of organisational membership they represent.
- E. At all times Ambassadors shall carry duties in accordance with Australian Values: Respect, Inclusion and Compassion, to strengthen social cohesion, and intercultural dialogues with Government, Non-Governmental organisations and the wider community, as volunteer advocates of the **Network**. Ambassadors may only retain title upon the payment of the membership fee as determined by the Board in **Schedule 2** and at all times perform the role as a person of integrity.
- F.

- K. An Ambassador may be invited to contribute an additional amount to sponsor an initiative or project deemed by the Board to be significant to promote cohesion for activities such as cultural performance by artists from the same community background to that of the Ambassador.
- L. Ambassadors and members in the course of representing the **Network** shall not misuse the **Network's** logo or intellectual property of the **Network** without prior consent by the Board.

## 10. Benefits for Ambassadors

- A. Ambassadors has the credential as a Community Ambassador and the benefits including:
  - i. to represent the respective organisation, community of which s/he is known to be a leader or member, and/or ASEAN;
  - ii. opportunity to attend \*GAAT - Gathering of ASEAN Ambassadors;
  - iii. attend conferences, summit organised by third parties as representatives of ASEAN, or in any other capacity as approved by the Board;;
  - iv. appoint as a spokesperson on specific issues linked to their community or organisation that which they are an expert on the subject matter;
  - v. have an opportunity to be nominated for award recognitions within the **Network**, including but not limited to:
    - a. \*AFA - ASEAN Founder Award or
    - b. \*AFM - ASEAN Founder Medal, or
    - c. \*MKA - Michael Kirby ASEAN Award
- B. An Ambassador shall be entitled to nominate another person from his/her Community or Organisation for the CEO or Board to be considered as a potential candidate for a Director or Board Member position.
- C. An Ambassador shall receive support from the Board of Directors for services rendered in representing the **Network** by way of financial, emotional support or recognition for the efforts as determined by the Board.  
An Ambassador shall have the same rights and privileges as a Director to participate and
- D. contribute in strategic planning and initiatives of the **Network** with the objective of promoting inclusion at GAAT.  
Despite clause (D) above, an Ambassador may not participate, vote, or be present, or can be excluded on any matter of governance, removal of other Ambassador, or Member, or
- E. Director, or financial, reimbursements or payment to Members of the Directors, unless the matter is on the agenda at the Annual General Meeting (AGM).

- F. Be entitled to be reimbursed for expenses incurred in the course of carrying the responsibilities in clauses 7 and 8 of this Section, above, at the discretion of the Board of Directors.

## 11. Existing Ambassadors rights to be notified

- A. Upon the **Network** being registered, existing Ambassadors shall be advised via the ordinary method of communication either through email, or text or other social media platform as authorised by the Ambassador:
  - i. whether they wish to retain their position as Ambassador;
  - ii. Ambassador fee as in the Schedule; and
  - iii. agree to observe the conditions of this Constitution.
- B. An Ambassador who fails to respond or confirm within 28 days from the date the letter was issued, the Board may elect to notify or advise an Ambassador that they are no longer retain the credential as an Ambassador of the **Network**, and that they may choose to remain as a Member of the **Network** subject to conditions satisfied under this Constitution.

## 13. When a person ceases being a Member or an Ambassador

- A. A person immediately ceases being a Member or an Ambassador if:
  - i. they die or become mentally incapacitated;
  - ii. wound up, dissolved, declared bankrupt or deregistered (for an incorporated Member);
  - iii. they have not responded within 3 months to a written request from the Board or secretary that they confirm in writing that they wish to remain a Member or an Ambassador;
  - iv. the **Network** is wound up, otherwise dissolved or deregistered (for an incorporated Member)
  - v. they resign either by giving written notice to the secretary or by conduct that they no longer wish to represent or be part of the **Network**.
  - vi. they are expelled
  - vii. they fail to represent the objectives of this Constitution on at least two occasions after two reminders sent within two months after the first reminder

issued, or

viii. they have not responded to or engaged with ASEAN for last two months after a written request from the Board or secretary or fail to take steps to remain as a Member or Ambassador.

ix. Once an Ambassador ceases to be an Ambassador, they may remain as a Member of the Network if other conditions in this Constitution are satisfied. An Ambassador who ceases to be an Ambassador must not continue to represent

x. the **Network** or cause the public to understand they continue to be the Ambassador of the **Network**.

xi. in the case of a Co-Supporter Organisation, they automatically forfeit their membership in circumstances of a change of their management, either by conduct, or action, or implication that they no longer promote Australian Values under this Constitution, then the Board may terminate their membership status. Board as not consistent with this Constitution.

B. A member will cease to be an Ambassador of the Network if they cease to represent the **Network** as requested by the Board or take no active steps to engage with the Board, the Secretary may issue a Notice to Remove them from the Register of Ambassadors, without giving reasons, where three consecutive requests were issued.

C. In circumstances where the Ambassador's activity brings harm, division, or controversy to the **Network's** core Values, the Board or the Secretary may issue an "Automatic Withdrawal of Ambassador Credentials" with such notice as determined by the Board or Secretary.

## Section D: Dispute Resolution for Members

### 1. Dispute Resolution

A. The Dispute Resolution procedure in this clause applies to disagreements under this Constitution between a Member or Director and:

- i. one or more Members or Ambassadors,
- ii. one or more Directors, or
- iii. the Network.

B. A Member must not start a new Dispute Resolution procedure in relation to a matter which is the subject of a disciplinary procedure under this Section until the disciplinary procedure is completed.

- C. Parties involved in the dispute must try to resolve it between themselves within 28 days of knowledge focusing on promoting Australian Values in a friendly and co-operative manner.
- D. If parties involved in the dispute fail to resolve within 90 days, an affected party may:

- i. Inform the Directors about the dispute in writing
- ii. agree or request that a Mediator be appointed, and
- iii. attempt in good faith to settle the dispute by mediation.
- iv. The Mediator must be chosen by agreement of those involved and the

**Network's** Honorary Patron or Non-executive Director may be appointed to resolve in the first instance.

- E. A Mediator chosen in Clause D(iv) above:

- i. may be a Member or former Member of the Network,
- ii. must not have a personal interest in the dispute, and
- iii. must remain impartial.

- F. When conducting the mediation, the Mediator must exercise due natural justice according to Australian Values and the Objects of this Constitution.
- G. The appointment of a Mediator under Clause D(iv) is effective upon a Letter of Appointment presented to the nominated Mediator.
- H. Where no resolution is reached, a party may engage a third independent body, such as the Commissioner of the Australian Charities and Not-for-profits Commission (ACNC) or the president of the Law Institute or Society in the state or territory in which the Network has its registered office.
- I. Where this Section, clause (H), above applies, then the Board may pass resolutions to cover the cost incurred by the Board but not for an individual Director, or Member or Ambassador who lodged a complaint against the Board.

## 2. Disciplining members

- A. In accordance with Australian Values, the CEO, Secretary and/or the Board may only discipline a Member in accordance with Schedules referred to Australian Values.
- B. The Board, or the Secretary may resolve to warn, suspend or expel a Member/Ambassador from the **Network** if the Board or Secretary has taken into account if the cultural sensitivity and satisfied that:
  - i. The Member has breached the constitution, or
  - ii. The Member behaviour is causing, has caused, or is likely to harm to the **Network** and/or fails to adhere to core Australian Values.
- C. In the event Clause 2 (C) above in this Section applies, the Board shall convene a meeting to propose a resolution "Disciplining Member".

- D. Unless the Board intends or passes a resolution to remove or expel the Member in question, the Board may not invite said Member to a meeting. Further the Board has no obligation to write to the member affected.
- E. But where the Board intends to pass the resolution to warn, expel, or suspend membership, the Secretary must write to notify the member in question to advise:
  - i. that the Board is considering a resolution to warn, suspend or expel the Member;
  - ii. that this resolution will be considered by the Board with the date of that meeting specified in the notice;
  - iii. what the member is said to have done or not done;
  - iv. the nature of the resolution that has been proposed;
- F. After the meeting the Board may resolve:
  - i. take no further action, or
  - ii. reconvene another meeting,
  - iii. warn the member, or
  - iv. suspend the member's rights indefinitely or fixed period; or
  - iv. expel the member, or
  - v. refer decision to an unbiased, independent party or a mediator.
  - vi. The secretary must give written notice to the member of the decision of

within 14 days after the conclusion of the Board's meeting.
- G. There will be no liability for any loss or injury suffered by the member as a result of any decision by the Board made in good faith under this clause to promote Australian Values.

## Section E: General Meetings and GAAT - Gathering of ASEAN Ambassadors

### 1. General meetings called by the Board of Directors

- A. The Board may call for a general meeting at any time to address issues or initiatives relating to the **Network**.
- B. A general meeting for the **Network** may take place at "GAAT - Gathering of ASEAN Ambassadors".
- C. An individual Director of the Board may call a general meeting or GAAT after having consulted with another Director or the CEO to determine the scope of the agenda. The agenda to be discussed at GAAT shall be disclosed in advance by way of a "Joint Statement or Agenda" to promote transparency.
- D.

- E. At GAAT, the Board may include items on the agenda, including resolutions, new initiatives, Admission of new Members, Ambassadors, appointments of Directors and Honorary Patrons in Section C.

## 2. General meetings or GAAT called by Members or Ambassadors

- A. Members can make a request for a general meeting or GAAT if:
  - i. They are registered members including any Ambassadors who have been Members with at least 6 months of membership and have known to promote Australian Values for social cohesion;
  - ii. state in the request any resolution to be proposed at the meeting and the reasons for the request pursuant to the objectives in Section B of this Constitution;
  - iv. sign the request; and
  - v. submit to the Board no later than 28 days of the next general meeting.
- B. If Members with clause 2(A)(i) of this Section make a written request to the **Network** for a general meeting to be held, the Directors must:
  - i. within 28 days of the Members' request, give all members \*notice of a general meeting; and
  - ii. hold the general meeting within 2 months of the Members' request.
- C. A resolution presented to GAAT shall be deemed to have passed if at least 51% of members present vote to pass the resolution.

## 3. Annual general meeting (AGM)

- A. The AGM must be held:
  - i. within 18 months after registration of the **Network**; and
  - ii. after the first annual general meeting, at least once in every calendar year.
- B. Even if these items are not set out in the notice of meeting, the business of an annual general meeting may include:
  - i. a review of the **Network's** activities and finances;
  - ii. any auditor's report;
  - iii. the election of directors; and

- iv. the appointment and payment of Directors, Accountants or Auditors, if the **Network** has any.
- C. Before or at the AGM, the Directors must give information to the members on the **Network's** activities and finances during the period since the last annual general meeting.
- D. The Chairperson of the AGM may allocate time for Members to engage and ask questions relating to the **Network's** initiatives, Direction, and management.
- E. A resolution presented to the AGM shall be deemed to have passed if at least 51% of Members present vote to pass the resolution.

#### 4. Notice of AGM or general meetings or GAAT

- A. Notice of an AGM or general meeting or GAAT must be given or sent via email or social media postings to:
  - i. each Member allowed to vote at the meeting;
  - ii. each Director; and
  - iii. the \*auditor” of the **Network**, if the company has an auditor.
- B. Notice of an AGM or general meeting or GAAT must be provided, in writing, at least 21 days before the meeting.
- C. Notice of a meeting may be provided less than 21 days before the meeting if:
  - i. for an Annual General Meeting, all the members allowed to attend and vote at the Annual General Meeting agree beforehand; or
  - ii. for any other general meeting, Members with at least 90% of the votes that may be cast at the meeting agree beforehand.
- D. At least 14 days’ written notice of a meeting must be given if a resolution is proposed to:
  - i. remove a Director;
  - ii. appoint a Director to replace a director who was removed;
- E. The notice of an AGM or a general meeting must include:
  - i. place, date and time for the meeting, and if the meeting is to be held in 2 or more places, the technology that will be used;
  - ii. Agenda - the general nature of the meeting’s business;
  - iii. if applicable, that a special resolution is proposed and the words of the proposed resolution.
- F. The notice may specify the methods that members have the right to appoint proxies and that, if a member appoints a proxy:
  - i. the proxy does not need to be a member of the **Network**;
  - ii. the proxy form must be delivered to the **Network** at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
  - iii. the proxy form must be delivered to the **Network** within 48 hours before



the meeting.

- G. If an AGM or general meeting or GAAT is adjourned for one month or more, members must be given new notice of the resumed meeting.

## 5. Quorum at general meetings or GAAT

For general meetings, a quorum is when 51% or more of the members (**majority**) present.

- A. The quorum for general meetings cannot be less than 3 members
- B. A minor member below the age of 18 may not vote at any meeting and has no right to appoint a proxy or guardian to vote on their behalf.
- C. No business may be conducted at a general meeting if a quorum is not present.
- D. If there is no quorum present within 30 minutes after the starting time stated in the notice of general meeting, the general meeting is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the

meeting is adjourned to:

- i. if the date is not specified - the same day in the next week;
  - ii. if the time is not specified - the same time; and
  - iii. if the place is not specified - the same place.
- E. If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

## 6. Representatives of Members

- A. An incorporated Member may appoint as a Representative:
  - i. an individual to represent the Member at meetings and to sign circular resolutions;
  - ii. the same individual or another individual for the purpose of being appointed or elected as a Director upon satisfying the period served as Ambassador of the **Network** at least 6 months; and
  - iii. A Representative of an incorporated Member shall have one vote at meetings.
- B. The appointment of a Representative by a Member must:
  - i. be in writing;
  - ii. include the name of the Representative;
  - iii. be signed on behalf of the Member; and
  - iv. be given to the **Network** or, for representation at a meeting, be given to

the Chairperson before the meeting starts.

- C. A Representative has the rights of a Member, unless otherwise noted in their appointment.
- D. The appointment of a Representative may be temporary or ongoing.

## 7. Using technology to hold meetings

- A. The **Network** may hold a general meeting using any technology that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.
- B. Anyone using this technology for a meeting is taken to be present in person at the meeting.

## 8. Chairperson for general meetings

- A. A person elected as the chairperson is allowed to chair general meetings.
- B. The Board may nominate or elect a Deputy Chair.
- C. The Members present and allowed to vote at a general meeting may choose a Director or a Member to be the Chairperson for that meeting if:
  - i. there is no elected chairperson;
  - ii. the elected chairperson is not present within 15 minutes after the starting time set for the meeting; or
  - iii. the elected chairperson is present but says that they do not wish to act as chairperson of the meeting.

## 9. Role of the Chairperson

- A. The Chairperson is responsible for the conduct of the general meeting, and for this purpose must give Members a reasonable opportunity to make comments and ask questions, including of the auditor, if the **Network** has any.
- B. The Chairperson has a right to cast a vote in all meetings by the **Network**.
- C. Where the Chair cannot perform the role or is absent, the Board has the discretion to appoint the Deputy Chair to conduct the role and responsibilities of the Chair.
- D. Where the Chair is not the CEO, the Chair may not make decisions or take actions to interfere in the executive leadership management.

## 10. Adjournment of meetings

- A. A general meeting must be adjourned if a majority of members present direct the chairperson to adjourn it.
- B. Only unfinished business may be dealt with at a meeting resumed after an adjournment.

## Section F: Members' resolutions and statements

### 1. Members' resolutions and statements

- A. Members seeking to move resolutions that are not on the agenda of the general meeting proposed by the Board shall take place where 50% or more of paid members, or delegates, or Ambassadors, may request Members' Resolution:
  - i. in writing, signed by Members, or Ambassadors,
  - ii. detailing issues or agenda linked to an objective of the **Network**,
  - iii. deliver to the Board at least 21 days before the general meeting takes place.
- B. A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.
- C. Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- D. If the **Network** has been given notice of a Members' resolution, the resolution may be considered as in clause A (iii) above or at the next general meeting held more than 3 months after the notice is given.

### 2. Network must give notice of proposed resolution

- A. If the Network has been given written notice of a members' resolution or a written request under this Constitution, the Network must:
  - i. send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the Network's cost.
- B. The **Network** does not need to send the notice of proposed Members' resolution or a copy of the Members' statement if:
  - i. it is more than 1,000 words long;
  - ii. the directors consider it may be defamatory;
  - iii. the Members who proposed the resolution or made the request have not paid the **Network** enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to Members; or
  - iv. in the case of a proposed Members' resolution, the resolution does not relate to a matter that may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.

### 3. Circular resolutions of members

- A. The Board put a resolution to the Members to pass a resolution without a general meeting being held (**circular resolution**).
- B. Circular resolutions can be used:
  - i. for a resolution to remove or appoint a Director or
  - ii. for passing a special resolution; or
- C. A circular resolution is passed if the majority 50% or more Members are present and vote on the resolution. Or if the Board decides not to vote, thus can be done by signature.
- D. Members may sign:
  - i. a single document setting out the circular resolution and containing a statement that they agree to the resolution; or
  - ii. separate copies of that document, as long as the wording is the same in each copy.
- E. The **Network** may send a circular resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

## Section G: Voting at general meetings

### 1. Voting at AGM and at general meetings

- A. The Chairperson may cast a vote.
- B. Each voting Member of the **Network** has only one (1) vote. \*Non-voting Members and minor Members have no voting rights.
- C. A Member or the Chairperson may only challenge a person's right to vote at a general meeting at that meeting.
- D. If a challenge is made under this Constitution, the Chairperson must decide whether or not the person may vote. The Chairperson's decision is final.
- Voting at meetings must be conducted and decided by:
- E.
  - i. a show of hands;
  - ii. a vote in writing; or
  - iii. any other method chosen by the chairperson that is fair and reasonable in the circumstances.
- F. Before a vote is taken, the Chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- G. On show of hands, the Chairperson's decision is conclusive evidence of the result of the vote.
- H. The Chairperson and the meeting minutes do not need to state the number or proportion of votes recorded in favour or against on a show of hands.

- I. A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
  - i. at least five (5) Members present;
  - ii. Members present with at least 5% of the votes.
- J. A vote in writing must be taken when and how the Chairperson directs, unless the demand for a vote in writing is withdrawn.
- K. Each Co-supporter Organisation in Clause 4 in Section “C” above, is entitled to two (2) voting rights on any matter if they choose to participate in a meeting through a representative or Proxy.

## 2. Appointment of Proxy

- A. A member may appoint a Proxy to attend and vote at a general meeting or GAAT on their behalf.
- B. A Proxy does not need to be a Member.
- C. A Proxy appointed to attend and vote for a Member has the same rights as the Member to:
  - i. speak at the meeting;
  - ii. vote in a vote in writing, but only to the extent allowed by their Appointment.
- D. The appointment of a proxy using a Proxy Form in Schedule 7 must be signed by the Member appointing the Proxy and must contain:
  - i. the Member’s name and \*address;
  - ii. the **Network’s** name;
  - iii. the Proxy’s name or the name of the office held by the proxy, and
  - iv. the meeting(s) at which the appointment may be used.
- E. A Proxy appointment may be temporary or ongoing.
- F. Proxy Forms must be received by the **Network’s** at the address stated in the notice under clause (d) above or via an authorised email or other ordinary method of communications that Members engage with the Board, or at the **Network’s** registered address at least 48 hours before a meeting.
- G. A Proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.
- H. Unless the **Network** receives written notice before the start or continuation of a general meeting at which a Proxy votes, a vote cast by the Proxy is valid even if, before the Proxy votes, the appointing Member:
  - i. pass away;
  - ii. is mentally incapacitated;
  - iii. revokes the proxy’s appointment; or
  - iv. revokes the authority of a Representative or agent who appointed the Proxy.
- I. A Proxy appointment may state the way the proxy must vote on a particular resolution.

- J. If a Proxy is appointed by the Co-Supporter Organisation, the Proxy may have two (2) voting rights.

### 3. Voting by Proxy

- A. A Proxy is allowed to vote on a show of hands.
- B. When a vote in writing is held, a Proxy:
  - i. does not need to vote, unless the Proxy's appointment states the way they must vote;
  - ii. if the way they must vote is stated on the proxy form, must vote that way; and
  - iii. if the Proxy is also a Member or holds more than one Proxy, may cast the votes held in different ways.

## Section H. Board of Directors

### 1. Types of Directors

- A. There shall be two categories of Directors:
  - i. Executive Directors who are Members of the Board whose membership fee is the same as an Ambassador in Schedule 2.
  - ii. Non-Executive Directors (NED) who are independent and not paid Members of the **Network**.
- B. Number of Executive Directors/Board of Directors:
  - i. The **Network** may appoint at least three (3) but no more than fifteen (15) Directors.
  - ii. The Executive Director shall be a person with known credentials and integrity already appointed as an Ambassador or advocate of the **Network**.
- C. Number of NED:
  - i. The **Network** may appoint at least two (2) NEDs but no more than eight (8).

### 3. Election and appointment of Board of Directors

- A. The Members may only elect a Director by an ordinary resolution passed in a general meeting, subject to the Director nominated for the position meet the criteria in clause 3(d) of this Section, below, in this Constitution.
- B. For a Director whose term has expired or a new Director to be appointed to the Board, there shall be at least 51% of the votes amongst the Board to admit the new Director. At the

next AGM, the newly admitted Director shall be presented to the Members for endorsement.

- C. Other than the initial Directors, a person is eligible for election as a Director of the **Network** if they:
  - i. are a Member and an Ambassador of the Network within the last 12 months and has been appointed as an Ambassador under Section "C" clause 9, above; or
  - ii. are nominated by at least two (2) Ambassadors or representatives of members entitled to vote (unless the person was previously elected as a Director at a general meeting and has been a Director since that meeting);
  - iii. give the **Network** their signed consent to act as a Director of the **Network**; and
  - iv. are allowed to be a Director under the *Corporations Act* and/or the *\*ACNC Act*.
- D. The Board may appoint a person as a Director to fill a casual vacancy or as an additional Director subject to other conditions satisfied.
- E. If the number of Directors is reduced to fewer than three (3) or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to three (3) (or higher if required for a quorum) or calling a general Meeting.

#### 4. Election of Chair

- A. The Board may elect a Director of the **Network** a Chair and/or Deputy Chair for a term of three (3) years after registration with ASIC. For the first three (3) years after registration,
- B. the Chair may be held by the Founder and CEO of the **Network**, unless the incumbent is incapacitated or unwilling to carry the role permanently, then the Board of Directors shall elect a Chair and CEO within three (3) months with relevant credentials as per Section, clause 5(a) below. A Director may serve as a Chair for a maximum of two (2) consecutive terms, with each term for three (3) years, in accordance with this Constitution.
- C.
- D. Only a Member of the Board can be nominated for a Chair and the election for the Chair shall take place at the Directors' Meeting. At the next AGM the Chair elected shall be presented to the Members for endorsement.
- E. Where a person holds both the Chair and CEO positions, the term served is concurrent.

#### 5. Appointment of Chief Executive Officer "CEO"

- A. The initial appointment of the CEO of the **Network** after registration shall be for a period of three (3) years with a further term for three (3) years renewable at the Directors' Meeting where a quorum of no less than three (3) Directors is required. Subsequent appointment of the CEO after registration shall be elected by Members at the general meeting or GAAT.

- B. Only a Director with credentials and contributions recognised with either:
  - i. AFA - ASEAN Founder Award or
  - ii. AFM - ASEAN Founder Medal, or
  - iii. MKA - Michael Kirby ASEAN Award, and
  - iv. has served the **Network** for at least three (3) years prior to the nomination can be considered by the Board for the CEO and/or Chair position(s).
- C. A Director of the Board may act as a CEO in circumstances where the existing CEO becomes incapacitated or on leave until such time a successor is appointed.
- D. The term for CEO appointment is for three (3) years, renewable by the Board in accordance with this Constitution.

## 6. Director Term of Office

- A. At each annual general meeting any Director appointed by the Directors to fill a casual vacancy or as an additional Director may retire, and be renominated for the same position.
- B. A Director's term of office starts at the end of the AGM at which they are elected and ceases at the end of three (3) years term, after which they may choose to retire or renominate for the same position or another.
- C. A Director who retires may be nominated for election or re-election, subject to eligibility criteria in this Constitution.
- D. A Director may only hold the same position for a continuous period of six (6) years, unless endorsed by the Board of Directors, and/or there is evidence of positive achievements delivered for the **Network** and the Board unanimously supports further appointment beyond six (6) years.

## 7. When a Director ceases being a Director

- A. A Director ceases being a Director if they:
  - i. give written notice of resignation as a director to the company
  - ii. pass away
  - iii. removed as a Director by a resolution of the members
  - iv. cease to be a member of the Network
  - v. advise verbally, or in writing, or by conduct, or implications either directly or indirectly that they do miss meetings with other Directors or/and Ambassadors at least four (4) times without reasonable excuse or communication;
  - vi. or cease advocating for the interests of the **Network** as requested by the Board.
- B. A Director may be removed by the Board by resolutions where clause 7(A)(iv) of this Section occurs. In case of any inconsistency, this clause prevails over other clauses relating to the removal of a Director can take effect without the general meeting or AGM.



- C. A Director may be removed by the Board:
  - i. where there is evidence of the lack of participation or commitment to the **Network's** Initiatives; or
  - ii. where there is evidence they become ineligible to be a Director of the **Network** under the Corporations Act or the ACNC Act; or
  - iii. the Board votes to remove a Director where the Board determines an action of the Director in question threatens the unity, social cohesion of the **Network** as the result of conduct or actions or persistent lack of interest in promoting the **Network's** values and initiatives.
- D. Any Member of the Board may resign from the **Network** by giving a written notice to be recorded by the Secretary.
- E. In the event that a Director is removed under this Section, the Board shall:
  - i. observe natural justice principles by giving notice to respond that the Board intends to exercise removal power under this Section, clause 7(A)(iv), and/or clause 7(B) and/or clause 7(C), above of this Constitution.
- F. Upon removal the Director shall have no right to lodge a complaint against the Board nor the Board is liable for any loss.

## **8. Appointment of Secretariats, advisers, NED and/or Honorary Patrons**

- A. Non-Executive Directors (NED) may be appointed at the discretion of the CEO or the Board of Directors for a term of three (3) years and renewable for further terms.
- B. Appointments of NED shall not be the subject of election or voting at general meetings or AGM. The positions are appointed by invitation of the Board and at the next AGM, the Members shall have an opportunity to endorse the appointments.
- C. The CEO, the Chair, or Board may appoint Advisers, Honorary Patrons or Secretariats for the **Network** and/or for the following initiatives:
  - i. AFA - ASEAN Founder Award
  - ii. AFM - ASEAN Founder Medal
  - iii. MKA - Michael Kirby ASEAN Award
  - iv. AEC - ASEAN Economic Council
  - v. other initiatives to fulfill the objects of this Constitution.
- D. The appointments of any person under this Section, clause 8 above, must be submitted for endorsement at the next GAAT.
- E. A Director may hold a concurrent role as a Secretariat of ASEAN Award, or Medal, or Michael Kirby ASEAN Award.

## 9. Objectives of Secretariat, advisers, NED and Honorary Patrons

- A. The objectives of appointments of the NED, Advisers and Honorary Patrons:
  - i. may only be appointed as a person of eminent position in the community or a representative of an organisation who have been supporting ASEAN's initiative.
  - ii. The Secretariat(s) of AFA, or AFM or MKA hold a pro bono position but may receive stipend as approved by the Board in circumstances where work and service is required which would involve an external third party to deliver any project for this Constitution.
  - iii. Advisers and Honorary Patrons may help as a Mediator, with discretion should they wish to involve in dispute resolution, however the appointments to ensure adherence of Australian Values by Members, Ambassadors and the Board.

## 10. Contribution of Expenses

- A. Expenses - The Network, subject to the approval of the Board may contribute to the expenses incurred by the Advisers and Honorary Patron to attend community events to promote the Network's objectives.
- B. The Board may refund a member of the Board and/or the CEO who applies to the Board for private funds for a particular initiative which may be necessary to execute such planning to achieve the objectives of a particular initiative with or without prior Board approval.

## 11. Termination and appointment of Non-Executive Directors (NED) Advisers and Honorary Patrons

- A. A NED, Adviser or Honorary Patron may cease or resign at any time with or without giving notice or cease to engage with the Network.
- B. The Board has the authority to appoint more than one Patron.
- C. The CEO may appoint a personal Envoy, adviser or spokesperson to carry out the objectives of the Network.

## Section I: Powers of Directors

### 1. Powers of Directors

- A. The Directors are responsible for managing the activities of the **Network** to achieve the company's objectives set out in this constitution.
- B. The Directors may use all the powers of the **Network** except for powers that, under the *Corporations Act* or this Constitution, may only be used by Members.  
The Directors decide on the responsible financial management of the **Network** including:
- C.

- i. how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- ii. the Directors may vote to remove a director, accountant or auditor, a director, or Non-Executive Director with the decision referred to at the general meeting.
- iii. Subject to the limits in Schedule 5, where the CEO or a Member of the Board applies private funds with reasonable expenses and incurred expenses for the purpose of executing an initiative aligned with the purpose of the Network and in achieving the objects of this constitution in advance, even without Board approval, upon presenting evidence of Expenses acquired, the Board may refund for such expenses within 28 days.
- iv. The Board authorises a Director or CEO to apply the **Network's** fund in the amount in Schedule 5 for the purpose of achieving the objects of this Constitution in executing any initiative, aligned with the purpose of the Network, without seeking prior approval from the Board. All receipts and expenses acquired must be presented to the Board within four (4) weeks after the completion of the initiative or at the next Directors' Meeting.

- D. The Director's meeting may vary any amounts referred to in Schedules 2, 5 and 6. Where the
- E. Board exercises discretion under this Section, clause 1(D) above, the Board shall at the next AGM or GAAT - Gathering ASEAN Ambassadors Team, disclose the amendments or amounts in Schedules 2, or 5 or 6 to the meeting for voting. A 51% of votes of Members

present shall be required to determine a majority.

- F. The Directors may initiate new projects or building advocacy forum to carry the objectives of the **Network**, including but not limited to:
  - i. forming new Working Groups;
  - ii. ASEAN Economic Council;
  - iii. Roundtable Meeting with parliamentarians;
  - iv. Founder Award;
  - v. Founder Medal;
  - vi. MKA - Michael Kirby ASEAN Award and other Award initiatives;
  - vii. Parliamentary Friendship;
  - viii. TAP - Team ASEAN Performers

## 2. Delegation of Directors' powers

- A. The Board may only delegate powers and functions to a committee, a Director, Ambassador, an employee, Member, or CEO of the **Network** subject to the

person appointed is known to advocate and represent the objects of the Constitution.

- B. The delegation must be recorded in the **Network**'s minute book.
- C. The exercise of the power by the delegate is as effective as if the Directors had exercised it.

### 3. Payments to Directors

- A. The **Network** must not pay remuneration to a director for acting as a director of the **Network**, except clause 3(B), (D) and (E), below in this Section.
- B. The Board may compensate a member in accordance with Schedules 5 and 6 and/or payment of under both Schedules concurrently, including the payment authorised under this Constitution for service or expertise engaged by the **Network**.
- C. The **Network** may:
  - i. pay a stipend to the Director or the CEO for services they render for the **Network** as in Schedule 6, where the service would require external third party to deliver to achieve the objects of the Constitution and the Director or CEO serves beyond their position and the results of the initiative deliver positive impacts to the wider community, including the **Network**, or any other amount is no more than a reasonable fee for the work done as authorised by the Board in advance; or
  - ii. reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the **Network**; or
  - iii. pay one-off fee, in the form of commission as in Schedule 6 to a Director, Ambassador, CEO, for service or work that would likely involve the same expenses should an external entity engage to service or deliver a program, project or initiative. Any payment for the scope of work and expertise required shall be approved by the Board in advance of execution of the work by a Member of the Board.
- D. There shall be record of the **Networks**' minutes of fund authorised and scope of work involved and the Board must put in writing detailing the work carried out before authorising payments under Schedule 4.
- E. The Board may:
  - i. pay or reimburse a Director, Ambassador, or CEO for the amount no more than a reasonable fee for the work done and compensated, including travelling costs to event that represents the **Network**, under Schedules 5 and/or 6; or,
  - ii. reimburse a director, ambassador, CEO, NED, advisers, Honorary Patron expenses properly incurred by the director in connection with the affairs of the Network.

- F. The Board may pass resolution at the Director's meeting, referred to Section "J" Duties of Directors", clause 5, below to approve a stipend for the CEO/Chair as in the Schedule.
- G. The **Network** may pay premiums for insurance to indemnify directors, as allowed for by law (including the Corporations Act) and the Constitution.

#### 4. Execution of documents

- A. The Network may execute a document without using a common seal if the document is signed by:
  - i. two Directors of the **Network**, or
  - ii. a Director and the Secretary.
- B. A person may sign a document:
  - i. by signing a physical form of the document by hand, or
  - ii. by signing an electronic form of the document using electronic means.

#### 5. Conferring of Award and Medal

- A. The **Network** shall recognise advocates for Australian Values in the order of this ranking:
  - i. Class 1: AFA - ASEAN Founder Award shall be recognised to individuals;
  - ii. Class 1: AFA - ASEAN Founder Award for Community Organisation known as MECORA- Model Ethnic Community Organisation Recognition Award;
  - iii. Class 2: AFM - ASEAN Founder Medal for individuals after recipients have been awarded AFA; and
  - iv. Class 3: MKA - Michael Kirby ASEAN Award for individuals after recipients have been awarded AFM.
  - v. All other subsequent Award initiatives shall have the Award status ranked equivalent to Class 2.
- B. The Board shall award recipients as recommended by the CEO or the Secretariat of the Award.
- C. The Board may establish a subcommittee led the Secretariat to identify potential recipients for students undertaking tertiary study.
- D. The Board or CEO may recommend a recipient of eminent background, or leader, professional or elected officials known for supporting human rights and Australian Values consistent with ASEAN.
- E. Ambassadors may nominate a recipient for any of the Award.
- F. The Award, unless the Board passes a resolution at the Directors' Meeting, may not confer to any other person outside of the **Network** - except:
  - i. Clause (D) above;

- ii. Recipients are young people attending tertiary study and recommended by a representative of their institution.
- G. The CEO or the Secretariat may communicate with a potential recipient to advise the outcome of the nomination.
- H. All decisions are final and no recourse is available to any person who are not successful in their nomination for any of the Award.
- I. Once conferred, the recipient of an Award shall be entitled to use either AFA, or AFM or MKA as post-nominal.

## Section J: Duties of Directors

### 1. Duties of Directors

- A. The Directors must comply with duties as directors under this Constitution, legislation and common law and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:
  - i. to promote peaceful and harmonious intercultural and interfaith collaboration as Australians.
  - ii. to exercise their powers and discharge of duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **Network**.
  - iii. to act in good faith in the best interests of the **Network** and to further strengthen charitable purpose(s) of the **Network**.
  - iv. not to misuse their position as Director.
  - v. not to misuse information they gain in their role as a Director.
  - vi. to disclose any perceived or actual material conflicts of interest in the manner set out in this Constitution.
  - vii. to ensure that the financial affairs of the **Network** are managed responsibly, and
  - viii. not to allow the **Network** to operate while it is insolvent.

### 2. Conflicts of interest

- A. The Director must disclose nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
  - i. to other Directors; or
  - ii. if all the Directors have the same conflict of interest, to the members at the next general meeting, or at an earlier time, if reasonable to do so.

- B. The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- C. Each Director who has a material personal interest in a matter that is being considered at a meeting of directors or that is proposed in a circular resolution must not:
  - i. be present at the meeting while the matter is being discussed; or
  - ii. vote on the matter.
- D. The Director may be present and vote if:
  - i. their interest arises because they are a member of the **Network**, and the other members have the same interest;
  - ii. interest relates to their position in respect of other positions held outside the **Network**, or an insurance contract that insures, or would insure, the director against liabilities that the Director incurs as a Director of the **Network**;
  - iii. their interest relates to a payment by the company under the indemnity clauses in this Constitution, or any contract relating to an indemnity that is allowed under the *Corporations Act*;
  - iv. ASIC makes an order allowing the director to vote on the matter; or
  - v. the Directors who do not have a material personal interest in the matter pass a resolution that:
    - a. identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the company; and
    - b. states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

### 3. No conflicts of interest

- A. There shall be no conflict where a Director is a community leader of another organisation and is aware of a subject matter before the **Network** if the Director's contribution presents positive impacts to the **ASEAN** and this Constitution.
- B. There shall be no conflict where a director performs work for the **Network** and such payment agreed or approved by the Board in advance of the work done under Schedules 5 or 6.
- C. There shall be no conflict where the person receives the Award or Medal or any recognition, from the same background to that of a Director or Board who nominates another recipient from his or her background to be recognised for one of the Awards referred to in this Constitution.
- D. There shall be no conflict where the Board reimburses expenses as referred in Section "I - Powers of Directors".

## ξ. Directors' meetings

- A. The Directors must meet at least two times per year or more often if they decide.
- B. The place and time of Directors' meetings will be determined by the Directors.
- C. A Director may call a Directors' meeting by giving ten (10) business days' written notice to other Directors. A Director may give notice in writing or by other means of communication that has previously been agreed to by all of the Directors to discuss agenda, strategic planning, approval of payment under Schedules 4 or 5 of this Constitution. The elected Chairperson is allowed to chair Directors' meetings. The Directors at a Directors' meeting may choose a Director to be the Chairperson for that meeting if the elected Chairperson is:
  - E.
  - F.
    - i. not present within 10 minutes after the start time set for the meeting; or
    - ii. present but does not wish to act as Chairperson of the meeting.
- G. Unless the directors determine otherwise, the quorum for a Directors' meeting is a majority of the Directors.
- H. The quorum for Directors' meetings cannot be less than three (3) Directors. A quorum must be present for the whole of the Directors' meeting.
- I. The Directors may hold meetings using technology agreed to by other Directors.
- J. The Directors' agreement may be a temporary or ongoing.
- K. A Director may only withdraw their consent at least five (5) business days before the meeting.
- L.
- M. A Directors' resolution must be passed by a majority of the votes cast by Directors present and allowed to vote on the resolution.
- N. The Directors may pass a circular resolution without a Directors' meeting being held.
- O. A circular resolution is passed if all the Directors are allowed to vote on the resolution sign or otherwise agree to the resolution.
- P. The **Network** may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

## Section L: Secretary

### 1. Appointment and role of Secretary

- A. The **Network** must have at least one Secretary, who may also be a Director.
- B. A Secretary must be appointed by the Directors (after giving the **Network** their signed consent to act as Secretary of the **Network**) and may be removed by the Directors or CEO in the same manner as a Director being removed Section "H", clause 7, above.
- C. The CEO, and/or Directors must decide the terms and conditions under which the Secretary is appointed, including any remuneration, if any.



## 2. The role of the secretary includes but not limited to:

- A. maintaining a register of the **Network** 's Members;
- B. maintaining the minutes and other records of **general meetings** (including notices of meetings), Directors' meetings and circular resolutions;
- C. representing the **Network**; and
- D. Supporting the Board and/or CEO in performing their role under this Constitution.

## Section M: Minutes and records

### 1. Minutes and records

- A. The **Network** must, within one month, make and keep the following records:
  - i. minutes of proceedings and resolutions of **general meetings**
  - ii. minutes of circular resolutions of members
  - iii. a copy of a notice of each **general meeting**, and
  - iv. a copy of a members' statement distributed to members.The **Network** must, within one month, make and keep the following records:
- B.
  - i. minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees), and
  - ii. minutes of circular resolutions of Directors.
- C. To allow Members to inspect the **Network** 's records:
  - i. the **Network** must give a member access to the records set out in this Constitution, and
  - ii. the Directors may authorise a member to inspect other records of the **Network**.
- D. The Directors must ensure that minutes of a **general meeting** or a Directors' meeting are signed within a reasonable time after the meeting by:
  - i. the Chairperson of the meeting, or
  - ii. the Chairperson of the next meeting.
- E. The Directors must ensure that minutes of the passing of a circular resolution (of Members or Directors) are signed by a Director within a reasonable time after the resolution is passed.

### 2. Financial and related records

- A. The **Network** must make and keep written financial records that:
  - i. correctly explain the transactions and financial position and performance, and
  - ii. Enable transparency financial statements
- B. The **Network** must also keep written records that correctly record its operations.

- C. The **Network** must retain its records for at least 5 years.
- D. must take reasonable steps to ensure that the **Network's** records are kept in a safe and secure location.

## Section N: By-laws

### 1. By-laws

- A. The Directors may pass a resolution to make by-laws to give effect to this Constitution.
- B. Members and directors must comply with by-laws as if they were part of this Constitution.

## Section O: Notice

### 1. What is notice

- A. Any communications to, or from the **Network** under any clause in the Constitution is written notice.

### 2. Notice to the Network

- B. Written notice or any communication under this Constitution may be given to the **Network** the Directors or the Secretary by:
  - i. delivering it to the **Network's** registered office;
  - ii. posting it to the **Network's** registered office or to address chosen by the **Network** for notice to be provided;
  - iii. sending it to an email address or other electronic address notified by the director, ambassador or CEO of the **Network** to members as the **Network's** email address or other electronic address

### 3. Notice to Members

- A. Written notice or any communication under this constitution may be given to a Member:
  - i. in person
  - ii. by posting it to, or leaving at the address of the member in the register of Members or an alternative address (if any) nominated by the Member for service of notices
  - iii. sending to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any)
  - iv. forwarded to the fax number nominated by the member as an alternative address for service of notices (if any), or
  - v. if agreed to by the Member, by notifying the Member via email, text, social media platform or an email address or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).
  - vi. If the **Network** does not have a valid address for the member, the **Network** is not required to give notice in person.

## 4. When notice is taken to be given

- A. A notice is:
- i. delivered in person, or left at the recipient's address; is taken to be received on the day it is delivered;
  - ii. sent by post, is taken to be received on the third day after it is posted with the correct payment of postage costs;
  - iii. sent by email, social media platform as the means of communications between a Director and the recipient, is taken to be received on the business day after it is sent.

## Section P: Financial year

### 1. Company's financial year

- A. The **Network's** financial year is from 1 July to 30 June, unless the directors pass a resolution to change the financial year.

## Section Q: Indemnity, insurance and access

### 1. Indemnity

- A. The **Network** indemnifies each officer of the **Network** out of the assets of the **Network**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **Network**.
- B. In this clause, 'officer' means a director or secretary and includes a director or Secretary after they have ceased to hold that office.
- C. In this clause, 'to the relevant extent' means:
- i. to the extent that the **Network** is not precluded by law (including the *Corporations Act*) from doing so, and
  - ii. for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- D. The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **Network**.

### 2. Insurance

- A. To the extent permitted by law (including the *Corporations Act*), and if the Directors consider it appropriate, the **Network** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **Network** against any liability incurred by the person as an officer of the **Network**.

### 3. Directors' access to documents

- A. A director has a right of access to the financial records of the **Network** at all reasonable times.
- B. If the directors agree, the **Network** must give a director or former director access to:
  - i. certain documents, including documents provided for or available to the Directors, and
  - ii. any other documents referred to in those documents.

## Section R: Winding up

### 1. Surplus assets not to be distributed to members

- A. If the **Network** is wound up, any surplus assets must not be distributed to a Member or a former Member of the **Network**, unless that Member or former Member is a registered Charity known to promote Australian Values.

### 2. Distribution of surplus assets

- A. Subject to the Corporations Act and any other applicable Act, and any court order, any surplus assets that remain after the Network is wound up must be distributed to one or more charities:
  - i. to the Co-Supporter Organisations; or
  - ii. Other organisations with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 6, or advocate organisations with charitable purposes joined with the Network, and
  - iii. which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **Network**.
- B. The decision as to the charity or charities to be given the surplus assets must be made by a **special resolution** of members at or before the time of winding up. If the members do not make this decision, the **Network** may apply to the Supreme Court to make this decision.
- C. This clause applies in relation to any real property that the **Network** owns and is exempt from land tax. If the company is wound up, subject to the *Land Tax Management Act 1956* (NSW) and any other applicable law, the **Network** is not allowed to:
  - i. vest any part of its property on any of its current or former Members; or
  - ii. do anything that would lead to the transfer of its property to its current or former Members; or
  - iii. distribute any proceeds that it obtains from the sale of its property to its current or former Members.

## Section 5: Optional Provisions

### Deductible gift recipient

1. If the **Network** is or plans to be endorsed as a deductible gift recipient (DGR), then it must maintain a gift fund. The **Network** must ensure that:

- a. the gift fund is only used for the objectives of the **Network**;
  - b. any monies received by the company are placed in a separate bank account;
  - c. all contributions for the gift fund must be identified and kept separate from any other funds of the **Network**;
  - d. at all times, the gift fund complies with the requirements of the *Income Tax Assessment Act 1997* (Cth), other applicable regulations and rulings of the Australian Taxation Office;
  - e. there is an internal accounting policy that keeps a record of monies, property and benefits that are received from the gift fund; and
  - f. proper accounting and other financial records are maintained of all recipients and any payments associated with the gift fund.
2. The **Network** must only include those contributions or donations in the gift fund that meet the Australian Taxation Office's conditions for a deductible gift fund. The **Network** must ensure that the person donating to the gift fund does not receive any benefit in return for the gift, unless any such benefit is unexpected, insignificant or of no utility.
3. The **Network** may issue receipts to the donor. Any receipts issued must note that the contribution made by the donor is a gift, the ABN of the **Network**, the name of the gift fund and any other information required under the *Income Tax Assessment Act 1997* (Cth). The gift fund must be used in accordance with the objectives of the **ASEAN**. Any property, money or any other form of contribution received by **ASEAN** must be placed in a separate bank account. The accounting records of the **Network** must reflect all activities of the gift fund. Any interest or income derived from the gift fund is to be credited to the bank account of the gift fund. The gift fund must only be used for transferring the contributions for the principal use that is approved by the Australian Taxation Office. However, the gift fund may be used to pay for any reasonable costs incurred by the **Network** in managing the gift fund, including the payment of any bank fees.
4. If **ASEAN** is wound up or the endorsement as a deductible gift recipient is cancelled or revoked, then subject to the *Corporations Act* and applicable laws, any surplus gift funds must be given to another gift deductible fund, entity, authority or institution, that:
- a. has similar objectives to **ASEAN**;
  - b. ingrained constitution which prevents it from distributing income or property to member base in the same manner as the company; and
  - c. is a deductible gift recipient in accordance with the *Income Tax Assessment Act 1997* (Cth).

٦. The **Network** must pass a special resolution of members to determine which fund, entity, authoritative body and/or institution is to be given the surplus assets at the time of, or before it is wound up, or its endorsement is cancelled or revoked. If the members are unable to make such a decision, then the company may apply to the Supreme Court of the jurisdiction to make the decision.

## Section T: Internal Procedures

١. The **Network** and its Board agree to the following internal control procedures:
  - a. any transaction relating to funding of the **Network** must be authorised by at least two (2) officers of the **Network** who have been duly appointed by the Directors;
  - b. review the **Network**'s practices, activities and objectives, at least every six (6) months;
  - c. incorporate sound financial management practices;
  - d. maintain accurate financial reports as required under the *Corporations Act*; and
  - e. conduct periodic performance reviews of the company, its officers, its partner organisations and/or its members as determined by the Board.
٢. If the **Network** remit funding to overseas organisations, the **Network** must:
  - a. conduct full due diligence;
  - b. if available, review the financial statements and/or any other document of the organisation to ensure that the funding is only used to further the **Network**'s objectives;and
  - c. monitor the activities of the organisation to confirm their use of the funds and the impact that such activities have had.
٣. The **Network** may, from time to time, change its internal control procedures by:
  - a. vary the Constitution
  - b. vary or amend the Schedules;
  - c. pass a resolution; or
  - d. develop a manual incorporating such policies.

## Section U: Definitions & Interpretation

- Glossary

In this constitution, unless the context otherwise requires:

**ACNC Act** means the *Australian Charities and Not-for-profit Commission Act 2012* (Cth).

**ACNC Regulation** means the *Australian Charities and Not-for-profit Commission Regulation 2013*

(Cth).

**Address of Member** means the address of a member as stated in the register or if they have given notice in writing to the company of a changed address, the last address of which they have given notice.

**“AFA”** means an Award refers to in a Motion passed in the New South Wales Legislative Council on 7 May 2025, attached to this Constitution, in recognition of:

*Outstanding contributions by advocates and organisations within the **Network** who promote Australian Values and create positive impacts through acts of respect, compassion and inclusion.*

**“AFM”** means the Award and Medal refers to in a Motion passed in the New South Wales Legislative Council on 7 May 2025, attached to this Constitution, in recognition of:

*Outstanding leadership by individuals within ASEAN and other eminent Australians who serve as advocates of Australian Values that inspire the **Network** and helps to strengthen social cohesion across the wider community.*

**Alternate or alternate director** means a person who holds office for the time being as an alternate director under this constitution.

**Ambassadors** refers to individuals who are Members and have taken the Ambassador Pledge, and noted as “dignitaries”, referred to in the Motion passed in the New South Wales Legislative Council on 7 May 2025 and subject to satisfying criteria as Members under this Constitution. Ambassadors

shall consist of 4 categories:

1. Youth Ambassador, from 15 to 35 years old;
2. Ambassador, from 36 to 60 years old;
3. Senior Ambassador, from 61 years old and above;
4. Fellow, a person already appointed as a Senior Ambassador.

**Ambassador Pledge** means a Pledge attached to this Constitution that an individual take the oath of promoting the **Network’s** core objectives to promote Australian Values, including Schedule 3.

**ASEAN** means Australian South East Asian Network, which is the not-for-profit company established by this Constitution.

**ASIC** means the Australian Securities and Investments Commission.

**Auditor** means the auditor for the time being of the company as defined in the *Corporations Act*.

**Australian Values** means those values as incorporated in the Objectives of this Constitution, a Motion passed in the New South Wales Legislative Council on 7 May 2025, including statements issued by the former Justice of the High Court, the Hon. Michael Kirby AC CMG, and Professor Sev Ozdowski AM in 2025 and 2022, respectively and are attached to the back of this Constitution, in

Schedule 6.

**Board** means the Directors of the **Network**.

**Business day** means a day from Monday to Friday excluding public holidays.

**\*Community groups** refers to Co-Supporter Organisations as the founding organisations were from Cambodian, Laotian and Khmer Krom communities. Other community representatives who have signed \*Joint Statements to promote Australian Values, including but not limited to members of the: Burmese, Vietnamese, Filipino, Indian, Indonesian, Hazara, Assyrian, Armenian, Nepalese, Hong Kong-Malaysian and Indigenous Australian communities.

**Company** means the not-for-profit company established by this Constitution.

**Co-Supporter Organisation** refers to:

- i. Lao Community Advancement NSW Co-op Ltd
- ii. Khmer Kampuchea Krom Cultural Centre of NSW Inc.

**Corporations Act** means the *Corporations Act* 2001 (Cth) and any regulations made under it.

**Deductible Gift recipient** has the same meaning as in the *Income Tax Assessment Act* 1997 (Cth).

**Directors** includes a number of Directors under the authority they have to act for the company and

includes an attorney for a director or alternate director.

**Financial year** means the period between 1 July of one calendar year and 30 June of the following calendar year. This is the usual financial year, but it may be changed with the permission of the

Australian Charities and Not-for-profit Commission.

**Founder** shall be referred to as Sawathey Ek, a former refugee from Cambodia who settled in Australia since 1983.

**“GAAT”** - refers to an initiative for: Gathering of ASEAN Ambassadors Team, a meeting of Ambassadors to hear and engage with the Board of the activities achieved and forward planning events and strategies to promote the objects of the Constitution.

**General meeting or members’ meeting** means a meeting of the members of the company, and includes a meeting of a class of members..

**Gift fund** means the gift fund established and maintained by the company in accordance with its endorsement as a deductible gift recipient.

**Honorary CEO** shall be referred to the current Founder.



**Legal costs** refers to the reasonable legal costs incurred by a person as an officer of the company or its subsidiaries.

**Joint Statement** means a statement to promote Australian Values for social cohesion.

**Liability** includes an immediate, future or possible liability incurred by a person as an officer of the company or 1 of its subsidiaries, if any.

**MKA** refers to Michael Kirby ASEAN Award launched on 14 October 2025, in recognition of:

*Distinguished acts, advocacy, and leadership initiatives by eminent Australian leaders and emerging advocates within the **Network** and broader community, resulting in positive impact.*

**Member present** includes a member present by proxy, attorney or, in the case of a corporation member, by an authorised representative.

**Motion** means a motion passed in the New South Wales Legislative Council on 7 May 2025, attached to the back of this Constitution.

**Network** means the not-for-profit company established by this Constitution.

**Non-voting member** means a member that has no voting rights whatsoever in the company.

**Notice** includes a notice given by any means of written communication.

**Officer** has the same meaning as in sections 9 and 179(2) of the *Corporations Act*.

**Person** includes a legal entity, as well as an entity or group that is not a legal entity.

**Personal representative** in respect of a deceased person, refers to the executor, administrator or

legal personal representative of the estate.

**Register** refers to the register and any branch register of members under the *Corporations Act*.

**Representative** means a person authorised under section 250D of the *Corporations Act*.

**seal** means the common seal of the company, if any.

**Secretary** means any person appointed to perform the duties of a secretary.

**Special resolution** means a resolution of which notice has been given under clause c and that has been passed by at least 75% of the votes cast by members present and entitled to vote on the resolution.

**Statement - Promoting Australian Values** refers to a statement promoting the objectives of this Constitution including a reference to relief poverty of members and the general community wherever applicable and possible.

**Vulnerable communities refer to** those from CALD and Indigenous Australian backgrounds who would have been left behind without assistance by the **Network**.

**Written document** includes a document in any form of written communication.

- **Interpretation**

Unless the contrary intention is clear:

- expressions referred in writing will be construed as including references to printing, photos and other modes of representing or reproducing words in a visible form;
- terms mentioned in this constitution in the singular include the plural and terms in the plural include the singular;
- references to one gender always include the other gender;
- references to any officer of the company include any person acting for the time being as such officer;
- the headings of this constitution are not to be used in the interpretation of the constitution; and
- all words defined in the *Corporations Act* have the same meaning if used in this constitution, unless the context otherwise requires.

SCHEDULE \

Refer to attachment

## **Schedule 2 - Annual Membership fees under Section C**

- 1.\$20.00 per adult member
- 2.\$5.00 per minor member, student and pensioner
- 3.\$100.00 per Ambassador
4. \$200.00 per organisation, incorporated, or unincorporated entity

### Schedule 3 - Ambassador Pledge

## Schedule 4 - ASEAN Motion recorded in Hansard on 7 May 2025

## Schedule 5

1. In any initiative or event, the CEO may not use more than \$1000.00 of the Network's fund if there is any; to achieve the objects of the Constitution without prior approval of the Board
2. In any initiative or event, a Director may not use more than \$500.00 of the Network's fund if there is any; to achieve the objectives of the Constitution without prior approval by the Board

## Schedule 6

1. Commission for the CEO shall not exceed \$20,000.00 per annum
2. Stipend payable to the CEO shall not exceed \$100,000.00 per annum
3. Commission for a Director shall not exceed \$3,000.00 per annum
4. Stipend payable to a Director shall not exceed \$20,000.00 per annum



## Schedule 7

### PROXY FORM

**Meeting**

**Date**

**Venue**

**Time**

I/We, \_\_\_\_\_ are members of the Australian South East Asian Network - Limited.

I/We appoint the following person/persons as proxy to vote at the specified meeting as noted and any adjournments on our behalf.

\_\_\_\_\_

Full Name:

I/We appoint the following *alternate* person/persons as proxy to vote at the specified meeting and any adjournments on our behalf if the appointed proxy is unable to vote.

\_\_\_\_\_

Full Name:

Instructions (if applicable) regarding the voting as per above

(Please write clearly)

Full Name of Proxy Mover:

Title:

Date signed:

\_\_\_\_\_

Secretary received

Date



Signatories to the Constitution

Dated: 07-09-2025

By signing this document, I agree to the provisions of this above Constitution.

<p>Signed, sealed and delivered by a Company Director</p> 	<p>In the presence of:</p> <p>Witness' signature</p> 
<p>Full name <u>SAWATHEY EK</u></p> <p>Capacity: Director</p> <p><u>CEO</u></p>	<p>Witness' name: <u>ANGELINA MASTRIPOLITO</u></p>

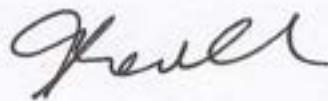
<p>Signed, sealed and delivered by a Company Director</p> 	<p>In the presence of:</p> <p>Witness' signature</p> 
<p>Full name: <u>ANGELINA MASTRIPOLITO</u></p> <p>Capacity: Director / Chair</p>	<p>Witness' name: <u>BICAL MUSTAFA</u></p>

<p>Full name: <u>BICAL MUSTAFA</u></p> <p>Capacity: Director &amp; Secretary <u>Treasurer</u></p> 	<p>In the presence of:</p> <p>Witness' signature</p> 
	<p>Witness' name: <u>JANE LI</u></p>

Signed, sealed and delivered by a Company  
Director & Secretary



In the presence of:  
Witness' signature

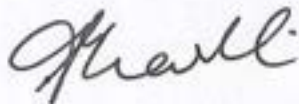


Full name: JANE LI

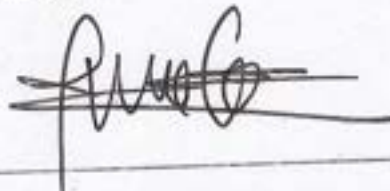
Capacity: Director + SECRETARY

Witness' name: Andrea Newill

Signed, sealed and delivered by a Company  
Director



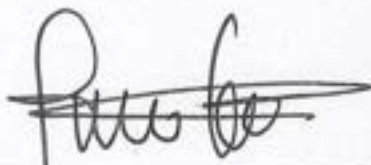
In the presence of:  
Witness' signature



Full name: Andrea Selina Newill  
Capacity: Director of public  
Engagement

Witness' name: ROY G. MOLAVIN  
DIRECTOR FOR PUBLIC AFFAIRS

Signed, sealed and delivered by a company  
member



In the presence of:  
Witness' signature

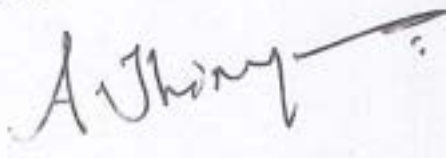



Full name: ROY G. MOLAVIN  
Capacity: Member  
DIRECTOR FOR  
PUBLIC AFFAIRS

Witness' name: Tristan Manwaring

Signed, sealed and delivered by a company member 	In the presence of: Witness' signature 
Full name: <u>Tristan mahwaring</u> Capacity: Member- <u>MEMBER</u>	Witness' name: <u>Siden. Ek</u>

Signed, sealed and delivered by a company member 	In the presence of: Witness' signature 
Full name: <u>Siden Ek</u> Capacity: Member	Witness' name: <u>THIRUVEN GADAM</u> <u>ARUMUGAM</u>

Signed, sealed and delivered by a company member 	In the presence of: Witness' signature 
Full name: <u>THIRUVEN GADAM</u> Capacity: Member <u>ARUMUGAM</u> <u>DIRECTOR</u>	Witness' name: <u>SARAMEY EK</u>



Signed, sealed and delivered by a company member- Director

*Mithun Chakraborty*

In the presence of:

Witness' signature

*[Signature]*

Full name: MITHUN CHAKRABORTY

Capacity: Member-Director.

Witness' name:

*Stanley EK*

Signed, sealed and delivered by a company member

*Dylan EK*  
*D. EK*

In the presence of:

Witness' signature

*[Signature]*

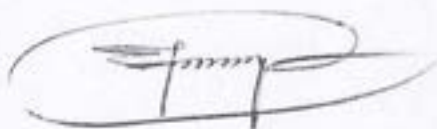
Full name: DYLAN EK

Capacity: Member

Witness' name:

*Mang che*

Signed, sealed and delivered by a company member



In the presence of:

Witness' signature

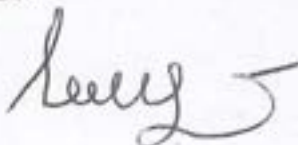


Full name: Siv Reach

Capacity: Member

Witness' name: SAWATHEY EK

Signed, sealed and delivered by a company member



In the presence of:

Witness' signature



Full name: Mangche

Capacity: Member

Witness' name: SAWATHEY EK

Signed, sealed and delivered by a company member



In the presence of:

Witness' signature



Full name: MONY SARA LI

Capacity: Member

Witness' name: SAWATHEY EK

Signed, sealed and delivered by a company member

*Henry*

In the presence of:

Witness' signature

*[Signature]*

Full name: THEARY SONA  
Capacity: Member

Witness' name: SARAIHEY EK

Signed, sealed and delivered by a company member

In the presence of:

Witness' signature

Full name:  
Capacity: Member

Witness' name: \_\_\_\_\_

Wednesday, 7 May 2025

**AUSTRALIAN SOUTH EAST ASIAN NETWORK  
SUMMIT FOR SOCIAL COHESION AND  
AUSTRALIAN VALUES**

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**The Hon. ANTHONY D'ADAM (10:07):** I move:

(1) That this House notes that:

(a) on 18 February 2025, the Australian South East Asian Network [ASEAN] launched its Summit for Social Cohesion and Australian Values at Parliament House;

(b) the summit was attended by:

(i) the Hon. Anthony D'Adam, MLC;

(ii) the Hon. Philip Ruddock, AO;

(iii) the Hon. Natalie Ward, MLC;

(iv) Ms Abigail Boyd, MLC;

(v) Mr Mark Coure, MP;

(vi) Ms Julia Finn, MP;

(vii) Mr Tim James, MP;

(viii) Dr Joe McGirr, MP;

(ix) Dr David Saliba, MP;

(x) Mr Tri Vo, MP;

(xi) Mr Craig Foster, AM;

(xii) Dr Patricia Jenkins; and

(xiii) Major Walter Robinson, OAM (Rtd).

(c) dignitaries who were invited to become an ASEAN Ambassador signed a pledge to help "advocate and represent issues affecting our community as Australians" and "promote social cohesion and Australian values consistent with Australia's democratic principles by supporting initiatives relating to intercultural dialogue and interfaith engagement";



(d) the summit resolved to adopt the following goals to:

- (i) promote further advocacy platform initiatives in accordance with the Mission Statement unveiled on 18 February 2025 in the presence of members of Parliament, members of the Legislative Council and ASEAN delegates;
  - (ii) adhere to the Vision and Values with a focus on building the community through encouraging participation of delegates from other ethnic communities and promoting Australia's democratic values and diversity;
  - (iii) represent ASEAN communities on issues affecting human rights, democracy, civic duty and foreign interferences on Australian soil;
  - (iv) collaborate with government, non-government agencies and elected officials in accordance with the Mission Statement; and
  - (e) Mr Craig Foster, AM, Mr Roque Molavin and Major Walter Robinson, OAM (Rtd), were awarded the ASEAN Founders Medal award.
- (2) That this House congratulates the Australian South East Asian Network on its work and on hosting a successful summit.

Motion agreed to.

## Foreword

This Joint Initiative to promote Social Cohesion, initiated by Sawathey Ek OAM for members from the Lao, Cambodian and Khmer Krom communities coming together to promote Australian values, shows Australia's multiculturalism is strong amongst the diaspora communities.

This Joint Initiative lies at the heart of these communities whose members have had experienced with those multicultural values were denied to them in their former homelands. Their joint decision coming together should be encouraged and supported to tackle their common problems, to provide mutual support and to work together for a positive future.

This Joint Initiative can further help to contribute local community as a safe and strong community through creation of advocacy networks, based on principles of trust and respect for local diversity, and nurturing a sense of belonging and confidence in members.

This Joint Initiative also helps to tackle the fractures and division caused by foreign interference which these communities have recently experienced.

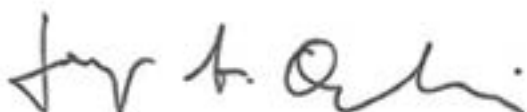
The efforts by members from the Lao, Cambodian and Khmer Krom communities ensure that this initiative brings a source of strength to their communities to promote and cherish Australian values, and this is evidenced during the Signing Ceremony of the Memorandum of Engagement which was observed by a member from Myanmar Community.

This Joint Initiative, therefore contributes to the quality of life of local people. As community leaders, ordinary members, local state and federal politicians have a role to help empowering diaspora communities to promote Australia's Multicultural Statement.

Through working and engaging with Australia's democratic processes and advocating for their respective communities in Australia and also in their former homelands, this Joint Initiative can bring about real change to the lives of their members.

Further this Joint Initiative brings benefits by creating a society in which people from different ethnic, cultural and religious backgrounds can live and work together in an environment of mutual respect and understanding.

With a strong cohesive community, this Joint Initiative further contributes to Australia as a safe and prosperous community.



Prof. Sev Ozdowski AM OAM FRSN

Fmr Chair, Australian Multicultural Council & Human Rights Commissioner

Vice-Chancellor's Fellow, Western Sydney University

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## SCHEDULE 4

# CONSTITUTION OF AUSTRALIAN SOUTH EAST ASIAN NETWORK



### AMBASSADOR PLEDGE 2025

As an Ambassador, of the Australian South East Asian Network - ASEAN, I pledge to:

1. Promote the objectives of the Constitution relating to Australian Values, based on: Respect, Inclusion, Compassion, Accountability, Transparency.
2. Help advocating and strengthening ASEAN Motion passed in the NSW Legislative Council on 7 May 2025, for:
  - ☆ social cohesion
  - ☆ advocate, represent our community and contribute to the quality of life of local people as Australians
  - ☆ support initiatives relating to intercultural dialogue and interfaith engagement.