



Public Health

Our Constitution

Corporations Law
Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION
of
BRIEN HOLDEN VISION INSTITUTE FOUNDATION (“FOUNDATION”)

*Name Change
Resolution:
CR2012-05
23 July 2012*

1 (a) The name of the company is ~~INTERNATIONAL CENTRE for EYECARE EDUCATION~~ BRIEN HOLDEN VISION INSTITUTE FOUNDATION (“the Foundation”), hereinafter called "the Company".

(b) ~~ICEE~~ The Foundation is a Company limited by guarantee.

2 (a) The objects for which the Company is established are:

(i) To promote, foster, advance and assist:

(1) research into the causes, diagnosis, prevention, treatment and rehabilitation of anomalies and diseases of the eye, resulting in visual impairment and blindness.

(2) in the study of and acquisition, dissemination and application of knowledge, information and measures concerning the causes, treatment and rehabilitation of anomalies and diseases of the eye, to help reduce the incidence of blindness.

(3) in the raising of educational standards and the availability and provision of expertise, teaching materials, resources, services and support by whatever means deemed appropriate and without limiting the generality of the aforementioned; for the promotion of eye health and international eyecare education in pursuit of this object, throughout the developing world.

*Insert Clause (4)
Resolution:
23/10/2003*

(4) in the conduct of research activities, project work and related activities including the provision of relief aid, as the case may be, conducted both within Australia and on a world-wide basis.

(ii) To initiate and advocate measures:

(1) which may contribute to a reduction in the incidence of blindness or impaired vision, following study, investigation and research of causes, whether direct or indirect, and which may lead to the elimination of such causes.

(2) which will help and advance by all possible means: increases in standards of eyecare education; awareness of the need for the protection of eye health; and opportunities for the prevention, cure and/or reduction in the incidence of blindness or impaired vision.

(3) which can be made readily available to all professions concerned with eyecare and eyecare education to ensure maintenance of currency of information: in the methods of treatment, training, teaching materials,

teaching techniques and demonstrations related to the anomalies and diseases of the eye.

- (iii) To provide expertise, teaching materials, resources and support for all identified institutions which provide eyecare education.
- (iv) To disseminate knowledge relating to eyecare and to make known and advance the objects and activities of the Company by the publication and distribution of papers, journals and other publications and by advertising in any medium or by any other means thought desirable.
- (v) To structure and administer education programs for eyecare educators, practitioners and providers; and to educate the public on any matters related to eyecare and eyecare services.
- (vi) To investigate and source fund raising opportunities from a wide cross section of the industry, the business sector and the community at large.
- (vii) To develop reliable performance indicators capable of monitoring and measuring the progress of initiatives to improve international eyecare in the developing world.
- (viii) To conduct needs analyses for each identified country/region and develop and apply appropriate solutions to improve eye health and vision in those communities.
- (ix) To create/update a bank of intellectual, organisational and technological resources from which tailored solutions, programs and materials can be developed and implemented.
- (x) To organise and hold conventions, meetings and scientific conferences regarding eyecare and other related areas.
- (xi) To develop, organise and assist in the delivery of educational services and subsidised (non-profit) vision care and optical appliances to disadvantaged persons in developing countries.
- (xii) To establish its own separate research fund to be used exclusively for research purposes into which all monies, gifts and bequests to that fund in respect of which deductions for taxation shall be placed and which must be used towards the financing of the aims and objects of the Company.
- (xiii) To undertake any activities which advance the aims and objects of the Company.
- (xiv) To do any other act that it is authorised to do by any other law.
- (xv) To promote, obtain and achieve the objects expressed in Clauses 2(a)(i) - 2(a)(xiv) herein, in conjunction with or through the facilities available in any established public hospital, established university or recognised ophthalmic or research institute or centre which has obtained approval pursuant to Section 78 (4) of the Income Tax Assessment Act.

2 (b) Interpretations

- (i) It is declared that in the interpretation of these objects the terms "anomalies and diseases of the eye" and "visual impairment and blindness" are to be construed in its widest sense and shall include disorders of the eye, brain, nerves, blood vessels and circulation, muscles, bones and other associated and related organs or functions of the body causing or likely to cause visual disturbance and of associated or related organs or functions of the body and any injury causing or likely to cause partial or complete loss of sight;
- (ii) A cross-reference to a clause number shall be a reference to all its sub-clauses;
- (iii) Words importing the singular shall be deemed to include the plural and *vice versa*;
- (iv) Monetary references shall be references to Australian currency;
- (v) Words importing the masculine gender shall be deemed to include the feminine or neuter gender or *vice versa*.

2 (c) Solely for the purpose of carrying out the aforesaid objects and not otherwise the Company shall have the following powers:

- (i) To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith.

Provided that no member of the Company shall receive any prize award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company.

- (ii) To subscribe to, become member of and cooperate with or amalgamate with any other association or organisation whether incorporated or not, whose objects are similar to those of the Company.

Provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 4 of this Memorandum.

- (iii) To buy, sell and deal in all kinds of apparatus and all kinds of provision, liquid and solid, required by the members of the Company or persons frequenting the Company's premises.
- (iv) To purchase, take on lease or rent in exchange, hire and otherwise acquire any lands, buildings, easement or property, real and personal, and any rights or privileges which may be required for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company.
- (v) To undertake and execute as trustee the trusts of any settlement, declaration of trust or other deed or instrument including unit trusts, discretionary trusts, superannuation or family settlements and for such purposes or any of them to take and acquire any real or personal property and to hold administer, manage and deal with the same or any part thereof upon such trusts and to exercise, carry out and

perform all or any of the powers, authorities and discretions thereby conferred or therein implied establish trust funds and serve as trustees in accordance with the law.

- (vi) To enter into any arrangements with any Government or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain: and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (vii) To appoint, employ, remove or suspend such managers, officers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purpose of the Company.
- (viii) To establish and support or aid in the establishment and support of the associations, institutions funds, trusts and conveniences calculated to benefit employees of past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money to charitable or benevolent objects, or for any public, general or useful object.
- (ix) To construct, improve, maintain, develop, work, manage, carry out, alter, or control any houses, buildings, grounds, work or conveniences which may in the opinion of the Members, directly or indirectly advance the Company's interests, and to contribute to, subscribe, or otherwise assist and take part in, the construction, improvement, maintenance, development, work, management, carrying out, alteration, or control thereof.
- (x) To invest and deal with money of the Company not immediately required in such manner as the Board thinks fit.
- (xi) To borrow or raise or secure the payment of money in such manner as the Company may think fit and secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or pay off such securities.
- (xii) To make, draw, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, and other negotiable, or transferable instruments.
- (xiii) To sell, improve, manage, develop, exchange, lease, dispose or, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (xiv) To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchases and others.

- (xv) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in Paragraphs (iv & v) of this Clause 2.
 - (xvi) To take steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, bequests, fund-raising, annual subscriptions or otherwise: or procuring other aid from any source, for the purpose of the Company and the promotion of its objects.
 - (xvii) To print and publish any newspapers, periodical, books or leaflets that the Company may think desirable for the promotion of its objects.
 - (xviii) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institution, societies, or associations with which the Company is authorised to amalgamate.
 - (xix) To transfer all or part of the property, assets, liabilities and engagements of any one or more of the companies, institution, societies, or associations with which the Company is authorised to amalgamate.
 - (xx) To make donations for patriotic or charitable purposes.
 - (xxi) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.
 - (xxii) To purchase or otherwise acquire letter, patent, brevets d'invention, concessions, licences, inventions, trademarks and designs, rights and privileges, subject to royalty or otherwise, and whether exclusive or non-exclusive or limited, or any part interest in such letters, patent, brevets d'invention, concessions, licences, inventions, trademarks and designs, rights and privileges, whether in the Commonwealth or Australia or in any other part of the world.
 - (xxiii) To sell, let or grant any patent rights, brevets d'invention, concessions, licences, inventions, trademarks and designs, rights or privileges belonging to the Company or which it may acquire, or any interest in the same.
 - (xxiv) To register any patent or patents for any invention or inventions, or obtain exclusive or other privileges in respect of the same, in any part of the world, and to apply for, exercise, use or otherwise deal with or turn to account any patent rights, brevets d'invention, concessions, monopolies, trademarks and designs, or other rights or privileges, Acts of Parliament or provisional orders, either in the Commonwealth of Australia or in any other part of the world.
3. Directors of the company will not be paid a salary for acting in that capacity.
4. The assets and income of the Company whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend bonus or otherwise, to the members of the Company.

Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any members of the Company or reasonable and property rent for premises demised or let by any member to the Company, but so that no director shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

5. No addition, alteration or amendment shall be made to or in the Memorandum of Articles or Association for the time being in force, unless the same shall have been previously submitted to and approved by the Australian Securities Commission (hereinafter called the Commission).
6. The liability of the Directors is limited.
7. Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while they are a member, or within one year after they cease to be a member for payment of the debt and liabilities of the Company (contracted before they cease to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding ten dollars (\$10.00)
8. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to nor distributed among the members of the Company, but shall be given or transferred to some other institution or company which has obtained approval pursuant to Section 78(4) of the Income Tax Assessment Act, having objects similar to the objects of the Company and whose Memorandum of Association or constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof. Such institution or institutions to be determined by the members of the Company at or before the time of dissolution and in default thereof by application to the Supreme Court for determination.
9. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Corporations Law.

Insert Clause 10: 10. The Public Fund

Resolution:
27/10/2003

- 10.1 Establishment of International Affairs Relief Public Fund. The Company will establish and maintain an International Affairs Relief Public Fund to be called the **'Australian ICEE Developing Countries Relief Fund'** ("the Fund") for the

specific purpose of providing relief to people in countries the Minister for Foreign Affairs has declared as 'developing'. The Fund is established to receive all gifts of money or property (including gifts of money and property from the general public) for this purpose and any money received because of such gifts will be credited to its bank account. The Fund will not receive any other money or property into its account and it will comply with subdivision 30-B of the *Income Tax Assessment Act 1997*.

- 10.2 Not-for Profit. The income and property of the Fund will be used and applied solely in promotion of its objects and no portion will be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members, directors or trustees of the Fund except as a reimbursement for out of pocket expenses incurred on behalf of the Fund or proper remuneration for administrative services.
- 10.3 Winding Up. In case of the winding-up of the Fund, any surplus assets are to be transferred to another fund qualifying under the overseas aid gift provisions or other applicable gift deductible provisions of the *Income Tax Assessment Act 1997*.

11. Rules of the Public Fund.

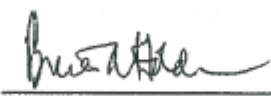
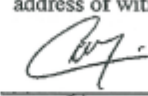
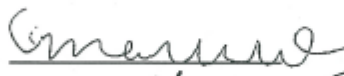



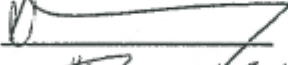
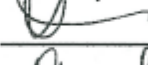
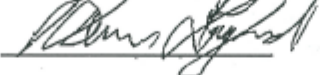

*Insert Clause 11:
Resolution:
27/10/2003*

- 11.1 The objective of the Fund is to provide relief to people in countries the Minister for Foreign Affairs has declared as 'developing'.
- 11.2 Members of the public are to be invited to make gifts of money or property to the Fund for the purposes of the Fund.
- 11.3 Money from the interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Fund.
- 11.4 A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing thereon, and gifts to it are to be kept separate from other funds of the Company.
- 11.5 Receipts are to be issued in the name of the Fund and proper accounting records and procedures are to be kept and used for the Fund.
- 11.6 The Fund is a voluntary, non-profit and non-government fund.
- 11.7 The Fund is managed by members of a committee, the majority of whom, have a degree of responsibility to the general community.

12. The names, addresses and occupations of the subscribers are as follows:

Brien Anthony Holden	Cooperative Research Centre for Eye Research and Technology The University of New South Wales Sydney 2052	Professor and Director
Gullipalli Nag Rao	LV Prasad Eye Institute Road Number 2 Hyderabad 500 034 India	Director
Desmond Fonn	Centre for Contact Lens Research School of Optometry University of Waterloo Columbia Street West Waterloo Ontario N2L 3G1 Canada	Associate Professor and Director
Deborah Faye Sweeney	Cornea and Contact Lens Research Unit The University of New South Wales Sydney 2052	Associate Professor and Executive Director
Brian Layland	Unit 21, 7-15 Jackson Avenue Miranda NSW 2228	Optometrist

WE, the several persons whose names and addresses are subscribed being subscribers to the memorandum of association hereby agree to the foregoing articles of association.

Names of Subscribers	Signatures of Subscribers	Witness to signature and address of witness
Brien Anthony Holden		 R. WOOD 64 KILMARNOCK RD BERRY HILLS NSW 2207 AUSTRALIA
Gullipalli Nag Rao		 R. WOOD 64 KILMARNOCK RD BERRY HILLS NSW 2207 AUSTRALIA
Desmond Fonn		 S. SULLANA 14000 Bingham Drive Collegeville NJ 07614
Deborah Fae Sweeney		 D. CARTER 8192 ST PAULS ST RANDWICK NSW 2001
Brian Layland		 D. CARTER 8192 ST PAULS ST RANDWICK NSW 2001

Dated this 3rd day of March 1998.

Corporations Law
Company Limited by Guarantee

ARTICLES OF ASSOCIATION

of

BRIEN HOLDEN VISION INSTITUTE FOUNDATION (“FOUNDATION”)

INTERPRETATION

1. In these Articles;

"the Law" means the Corporations Law;

"the Board" or "the Board of Directors" means the directors of the Company elected or appointed pursuant to those Articles:

"the Company" means ~~International Centre for Eyecare Education~~ Brien Holden Vision Institute Foundation;

"the Seal" means the Common Seal of the Company;

"Secretary" means any person appointed to perform the duties of a secretary of the Company and includes an Honorary Secretary;

expressions referring to writing shall, unless contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing works in a visible form;

words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Law;

a cross-reference to a clause number shall be a reference to all of its sub-clauses;

words importing the singular shall be deemed to include the plural and *vice versa*;

monetary references shall be references to Australian currency;

words importing to the masculine gender shall be deemed to include the feminine or neuter gender or *vice versa*.

2. The Company is established for the purposes set out in the Memorandum of Association.

*Name Change
Resolution:
CR2012-05
23 July 2012*

MEMBERSHIP

3. The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership in accordance with these Articles shall be members of the Company.
4. Every applicant for membership of the Company (other than the subscribers to the Memorandum of Association) shall be proposed by one and seconded by another member of the Company to both of whom the applicant shall be personally known. The application for membership shall be made in writing, signed by the applicant and their proposer and seconder and shall be in such form as the Board from time to time prescribes.
5. At the next meeting of the Board after the receipt of any application for membership, such application shall be considered by the Board, which shall thereupon determine upon the admission or rejections of the applicant. In no case shall the Board be required to give any reason for the rejection of an applicant.
6. *Deleted by Resolution: 12 April 2012* When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of their acceptance. ~~and a request for payment of their entrance fee and first annual subscription.~~ Upon payment of their entrance fee and first annual subscription the applicant shall become a member of the Company, provided nevertheless that if such payment be not made within two calendar months after the date of the notice, the Board may in its discretion cancel its acceptance of the applicant for membership of the Company.
7. *Clause 7 & 8 Deleted by Resolution: 12 April 2012* ~~The entrance fee and annual subscription payable by members of the Company shall be such as the Company in general meeting shall from time to time prescribe, provided that until the Company shall otherwise resolve the entrance fee shall be \$10.00 and the annual subscription shall be \$10.00.~~
8. ~~All annual subscriptions shall become due and payable in advance on the 1st day of July in every year.~~

CESSATION OF MEMBERSHIP

9. If the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then the member may, after notice of the default shall have been sent to him by the Secretary or Honorary Treasurer, be debarred by resolution of the Board from all privileges of membership provided that the Board may reinstate the member on payment of all arrears if the Board thinks fit to do so.
10. A member may at any time, by giving notice in writing to the Secretary, resign his membership of the Company but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other monies due by him to the Company and in addition for any sum not exceeding ten dollars (\$10.00) for which he is liable as a member of the Company under Clause 7 of the Memorandum of Association of the Company.
11. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Company or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a member or prejudicial

to the interests of the Company the Board shall have power by resolution to censure, fine, suspend, or expel the member from the Company.

Provided that at least one week before the meeting of the Board at which such a resolution is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution and that they shall, at such meeting and before the passing of such resolution, have had an opportunity of giving orally or in writing, any explanation they may think fit and, provided further, that any such member may, by notice in writing lodged with the Secretary at least twenty-four hours before the time for holding the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by the Company in general meeting. In that event a general meeting of the Company shall be called for the purpose and if, at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot), the member concerned shall be punished accordingly and in the case of a resolution for their expulsion the member shall be expelled.

GENERAL MEETINGS

12. The first General Meeting shall be held at such time, not being less than one (1) month nor more than three (3) months after the incorporation of the Company and at such place as the Directors may determine.
13. The Board will cause to be held in the month of September an Annual General Meeting of members at which election of Directors will be conducted and the annual profit and loss statement and balance sheet will be presented.
14. An Annual General Meetings of the Company shall be held in accordance with the provisions of the Law.
15. Any director may, whenever they think fit, convene a general meeting. General meetings shall also be convened on such requisition or in default may be convened by such requisitions as provided by Sections 246 or 247 of the Law.
16. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, fourteen days notice at the least (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
17. For the purpose of Article 14 all business shall be special that is transacted at a general meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of office-bearers and other Directors in the place of those retiring, and the appointment of the Auditors if necessary.

PROCEEDING AT GENERAL MEETINGS

18. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided THREE members present in person or through teleconference or other telecommunication facilities, shall be a quorum. For the purpose of this Article "member" includes a person attending as a proxy or as representing a corporation which is a member.
19. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present (being not less than two) shall be a quorum.
20. The members present shall elect one of their number to chairman at every general meeting.
21. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
22. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show and hands) demanded:
 - (a) by the Chairman: or
 - (b) by at least three members present in person or by proxy.

Unless a poll is so demanded a declaration by the Chairman that a resolution has, on a show of hands, be carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
23. If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.

- 24. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 25. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
- 26. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by their Committee or by their Trustee or by such other person as properly has the management of their estate and any such Committee, Trustee or other person may vote by proxy or attorney.
- 27. No member shall be entitled to vote at any general meeting if their annual subscription shall be more than one month in arrears at the date of the meeting.
- 28. The instrument appointing a proxy shall be in writing under the hand of the appointer or of their attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as they think fit.
- 29. The instrument appointing a proxy may be in the following form or in a common or usual form.

International Centre for Eyecare Education

I,.....of.....

being a member of the International Centre for Eyecare Education

hereby appoint.....of.....

or failing him.....of.....

as my proxy to vote for me on my behalf at the (Annual General Meeting or general meeting as the case may be) of the Company to be held on the day of..... 19.... and at any adjournment thereof.

my proxy is hereby authorised to vote in favour of/against* the following resolutions.

Dated this day of..... 1998.

(Note: In the event of the member desiring to vote for or against any resolution they shall instruct their proxy accordingly. Unless otherwise instructed, the proxy may vote as they think fit).

*Strike out whichever is not desired.

30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
31. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

BOARD OF DIRECTORS

32. There shall be a Board of Directors consisting of six (6) people which will conduct the affairs of the Company.
33. Foundation Members of the Board shall be:
 - a. Dr. Deborah Sweeney, Executive Director of the CCLRU.
 - b. Professor Brien Holden, Director of CRCERT.
 - c. Brian Layland, Secretary of OVRF, Visiting Prof., Uni. of NSW.
 - d. Dr. Gullipalli Nag Rao, Director LV Prasad Eye Institute.
 - e. Dr. Desmond Fonn, Director Cornea & Contact Lens Research.

APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

34. **Period of Appointment**

At each Annual General Meeting, two (2) members of the Board will retire. Retirement will be in alphabetical order for Foundation Board members and subsequently in chronological order of appointment.
35. Retiring Board members shall be eligible for reappointment.
36. Casual vacancies in the composition of the Board will be filled in accordance with the wishes of the Board.
37. **Additional Circumstances for Vacation of Office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of Clause 34 or the Law, the office of a Director becomes vacant if the Director:

 - a. becomes of unsound mind or becomes a person whose person or estate is liable to be dealt with in any way under the Law relating to mental health.
 - b. resigns office by notice in writing to the company.

- c. is absent without the consent of the Directors from meetings of Directors held during a six month period.
38. Remuneration of Directors
- (a) Directors shall serve in an Honorary capacity.

POWERS AND DUTIES OF DIRECTORS

39. Subject to the Law and to any other provision of these articles, the affairs of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and forming the company and may exercise all such powers of the Company.
40. Without limiting the power of 39, the Directors may exercise all the powers of the Company to charge any property or business of the Company .
41. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Secretary and one other Director or in such other manner as the Directors may determine.

PROCEEDINGS OF DIRECTORS

42. The Directors may meet together or by telephone for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
43. A Director at any time, and a Secretary shall on the requisition of a Director, convene a meeting of the Directors.
44. Subject to these articles, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
45. In case of an equality of votes the Chairman of the meeting in addition to his deliberative vote shall have a casting vote.
46. Three Directors will constitute a quorum.

CHAIRMAN

47. The Directors shall elect one of their members as Chairman of their meetings and may determine the period for which the Chairman will hold office.
48. If the Chairman is not present within thirty (30) minutes after the time appointed for the meeting or if the Chairman is unwilling to act, the Directors present will elect one of their number to be Chairman of the meeting.

COMMITTEE OF DIRECTORS

49. The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
50. A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.
51. Questions arising at a committee meeting shall be determined by a majority of votes of the members present and voting.
52. Committee members will elect one of their number as Chairman for a period which they may decide.
53. In the event of there being an equal number of votes, the Chairman has only a deliberative vote.

RESOLUTIONS OF DIRECTORS

54. If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of Directors held on the day on which the document was signed and at the time at which the document was last signed, or, if the Directors signed different days, on the day at which the document was last signed by a Director.
55. For the purposes of 54, two (2) or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents. Such documents may be presented by facsimile.

VALIDITY OF ACTS OF DIRECTORS

56. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of a committee or to act as a Director, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or a member of the committee.

SECRETARY

57. A Secretary of the company holds office on such terms and conditions as the Directors determine.

SEAL

58. The seal shall be used only as a result of a resolution of the Board or of a committee of the Directors authorised by the Directors to authorise the use of the seal, and every document upon which the seal is affixed shall be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

ACCOUNTS AND INSPECTION OF RECORDS

59. The Directors shall cause proper accounting and other records to be kept and also distribute copies of balance sheets as required by Law.
60. The Directors will from time to time cause to be prepared and laid before the Annual General Meeting a profit and loss account and a balance sheet made in the case of the first Annual General Meeting for the period since incorporation of the company and, in subsequent annual meetings for the period since the close of the last annual profit and loss account.

AUDIT

61. A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with PART 3.7 of the Law and Clause 9 of the Memorandum of Association.

NOTICES

62. A notice may be given either by serving it personally, or by sending by registered post or by facsimile.
63. Any such notice shall be deemed to have been given if by post on the day it would have been received in the normal course of post or if by facsimile when the transmitting machine confirms successful completion of transmission during the recipient's normal business hours.
64. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
- (a) every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them; and
 - (b) the Auditor or Auditors for the time being of the Company.

DISSOLUTION

65. In the event of the Company being dissolved, the amount which remains after such dissolution and the satisfaction of all debts and liabilities shall be paid and applied by the Committee in accordance with their powers to any fund, institution or authority which, itself, has similar objects and is approved by the Commissioner of Taxation for the purposes of Section 78(4) of the Income Tax Assessment Act 1936.

INDEMNITY

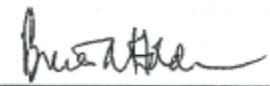
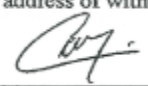
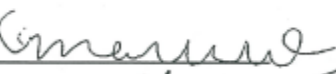



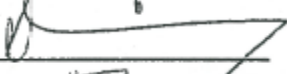

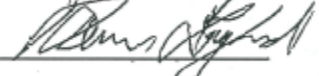

66. Every member of the Committee, Auditor, Secretary and other office for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Law in which relief is granted to him by the Court in respect of any negligence default or breach of trust.

NOTWITHSTANDING anything contained in these presents the Company may adopt any by-laws, standing orders or constitutional rules as may be passed from time to time at any General Meeting of the Company.

Names and addresses and occupation of the subscribers are as follows:

Brien Anthony Holden	Cooperative Research Centre for Eye Research and Technology The University of New South Wales Sydney 2052	Professor and Director
Gullipalli Nag Rao	LV Prasad Eye Institute Road Number 2 Hyderabad 500 034 India	Director
Desmond Fonn	Centre for Contact Lens Research School of Optometry University of Waterloo Columbia Street West Waterloo Ontario N2L 3G1 Canada	Associate Professor and Director
Deborah Faye Sweeney	Cornea and Contact Lens Research Unit The University of New South Wales Sydney 2052	Associate Professor and Executive Director
Brian Layland	Unit 21, 7-15 Jackson Avenue Miranda NSW 2228	Optometrist

WE, the several persons whose names and addresses are subscribed being subscribers to the memorandum of association hereby agree to the foregoing articles of association.

Names of Subscribers	Signatures of Subscribers	Witness to signature and address of witness
Brien Anthony Holden		 R. Wong 64 KILWARRUP PDE Beverly Hills NSW 2205 AUSTRALIA
Gullipalli Nag Rao		 R. Wong 64 KILWARRUP PDE Beverly Hills NSW 2205 AUSTRALIA
Desmond Fonn		 S. Subramaniam 14000 Bingham Drive Columbia NJ 07814
Deborah Fae Sweeney		 D. Carter 8192 St Pauls St Randwick NSW 2001
Brian Layland		 D. Carter 8192 St Pauls St Randwick NSW 2001

Dated this 3rd day of March 1998.